



Board of Commissioners
Regular Meeting Agenda
Thursday, November 10, 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. August - October 2022 Fiscal Year to Date Report
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 - Sheriff's Report
 - City Manager's Report
 - Commissioners' Report
 - a. Economic Development Commission - *Commissioner Wright*
 - b. Municipal Planning / Design Review Commission - *Commissioner Atkinson*
 - c. Parks and Recreation / Natural Resources Board - *Vice-Mayor Dial*
 - d. Transportation Plan Update Subcommittee - *Commissioner Gonzales*
- 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
2. **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*

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** - approving a professional services agreement with Cannon and Cannon, Inc. for design of a traffic signal at Highway 70 and Seed Tick Road. *Sponsored by Luis Camarillo Hernandez*
7. **Resolution** - acknowledging filing of form CT-0253. *Sponsored by Carlin Stuart*
8. **Resolution** - to study which form of government best serves the City of Lakeland. *Sponsored by Mayor Cunningham*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



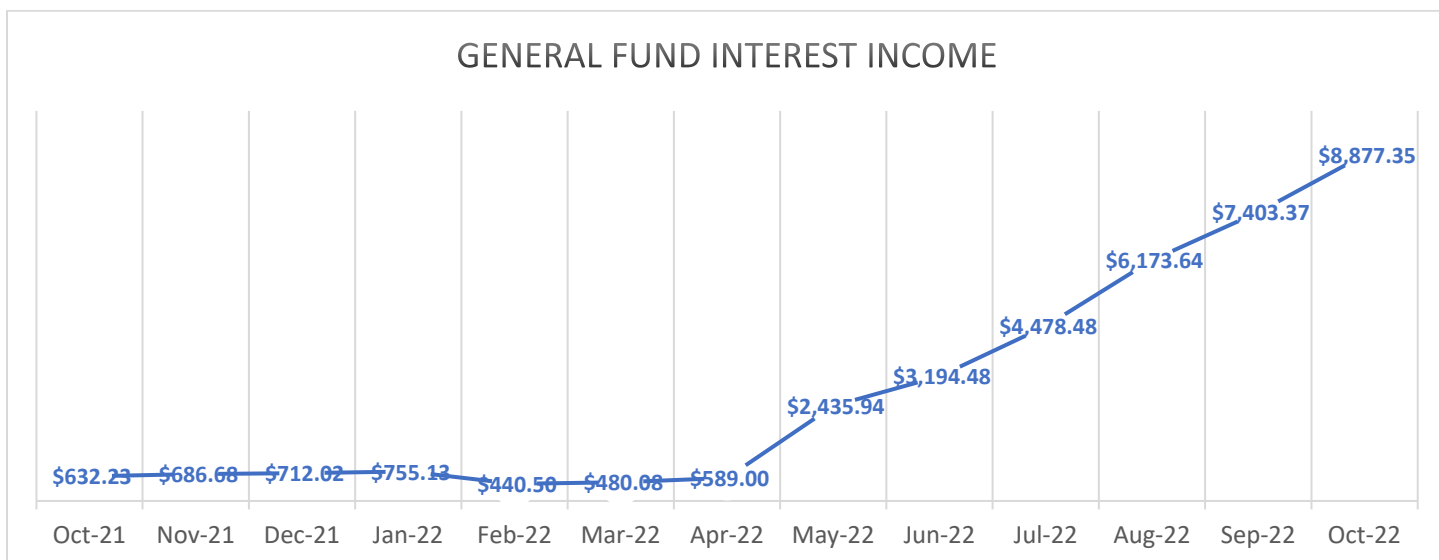
**AUGUST,
SEPTEMBER &
OCTOBER 2022
TREASURER'S
REPORT**

BOARD SUMMARY

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

Short Take:

- General Fund:
 - 5.78% of property tax revenues have been collected
 - The new LGIP - General Fund reserve continues to provide increased interest revenue. The current LGIP rate for October 2.95%. On 11/3/22, the FOMC (Fed Open Market Committee) meeting increased the Fed lending rate another 75 basis points. According to the BLS (Bureau of Labor Statistics), the yearly CPI rate is 8.2% as of September. On 11/4/22, the reported unemployment rate is at 3.7%.

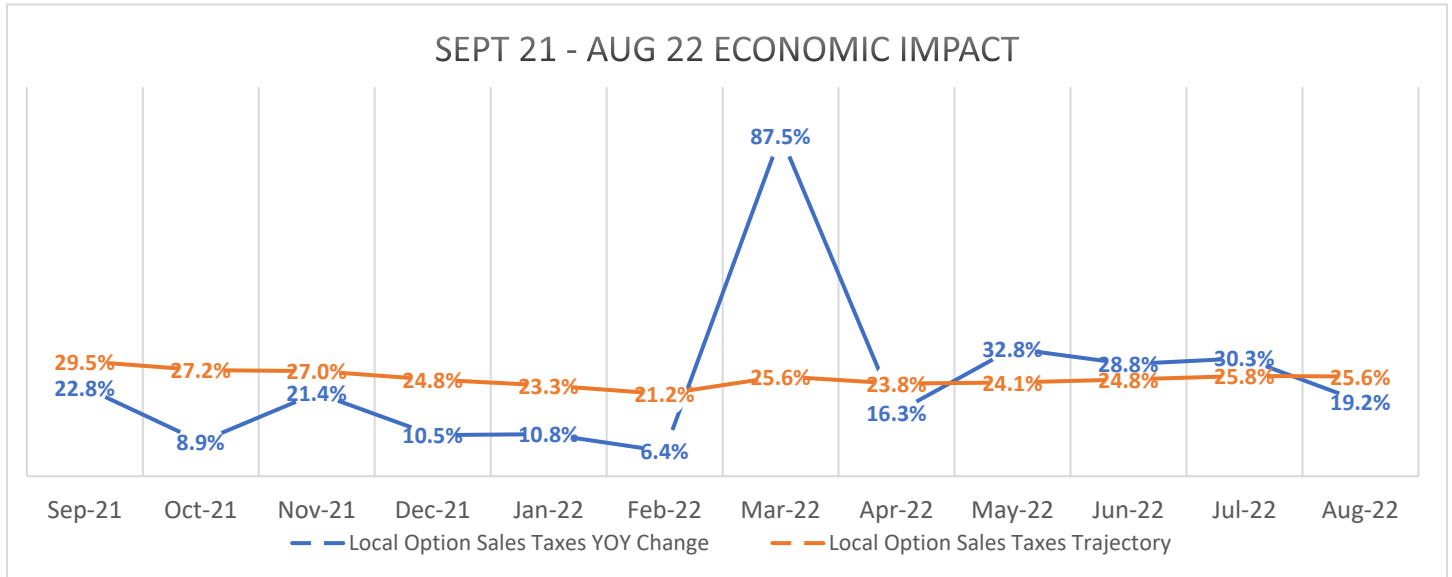


- Economic Note (Permits): Building and home sales continue to be strong. In the last quarter, 35% of city permits (19) were for residential housing. The 38002 zip-code had 98 existing home sales for September 2022 vs 111 in 2021, only a 13 unit drop. The average sale price is \$434K, up 20.7% and an average size of 2,622 square ft. The County had an 8.2% price increase, with an average of 35 days on the Market. September 30/15 year loans are 5.88 / 5.08% vs 3.03 / 2.35% in 2021.

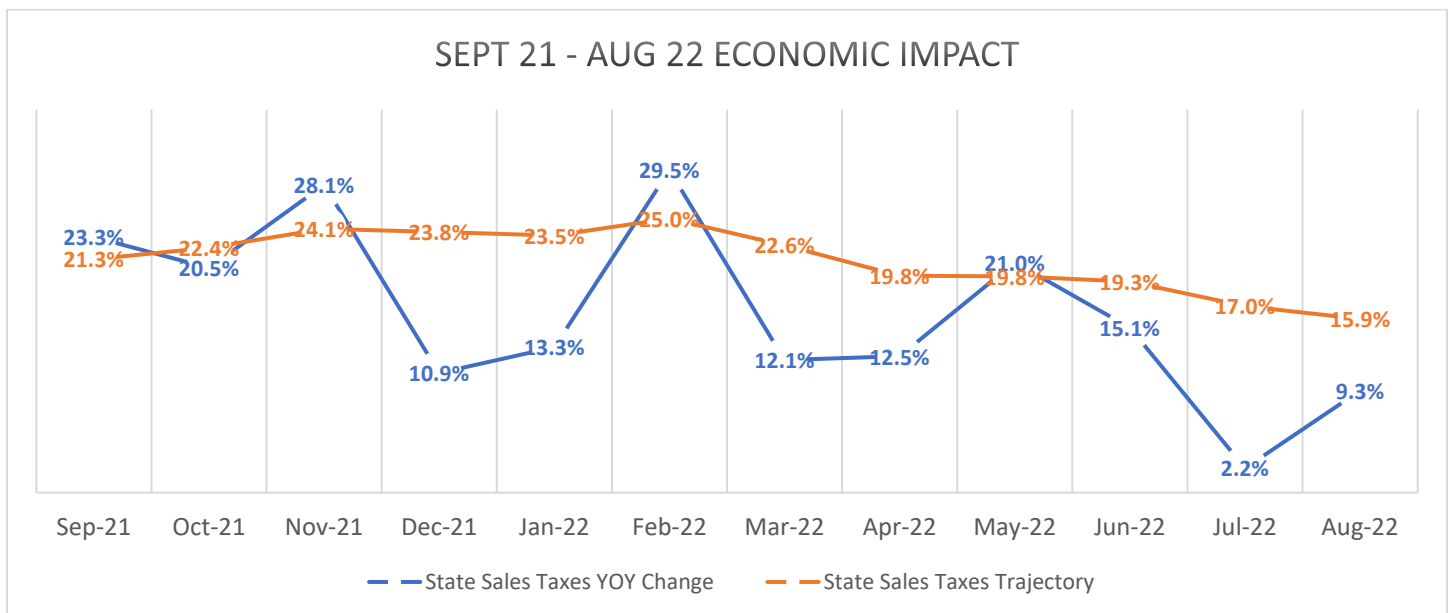
Sources: Chandler Reports, Redfin, BankRate, CityWorks

BOARD SUMMARY (CONTINUED)

- **Economic Trends:** Local Option Sales Tax increase for amounts received in the month (two months prior transactions) was 19.20% over the prior year.



- **Economic Trends:** State Sales Tax were 9.30% higher than for the same period in FY21

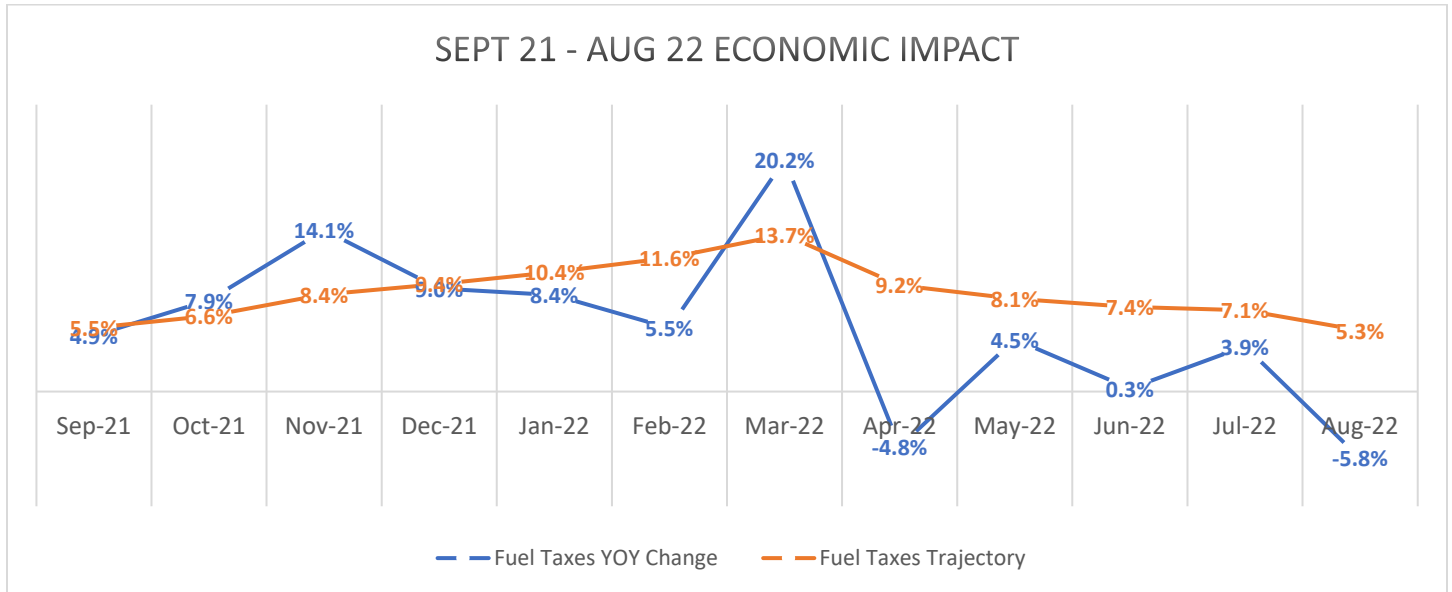


- The budgeted amounts for New Canada Road (expenditures and grant revenues) reflect expected construction to begin in FY 23.

BOARD SUMMARY (CONTINUED)

State Street Aid Fund:

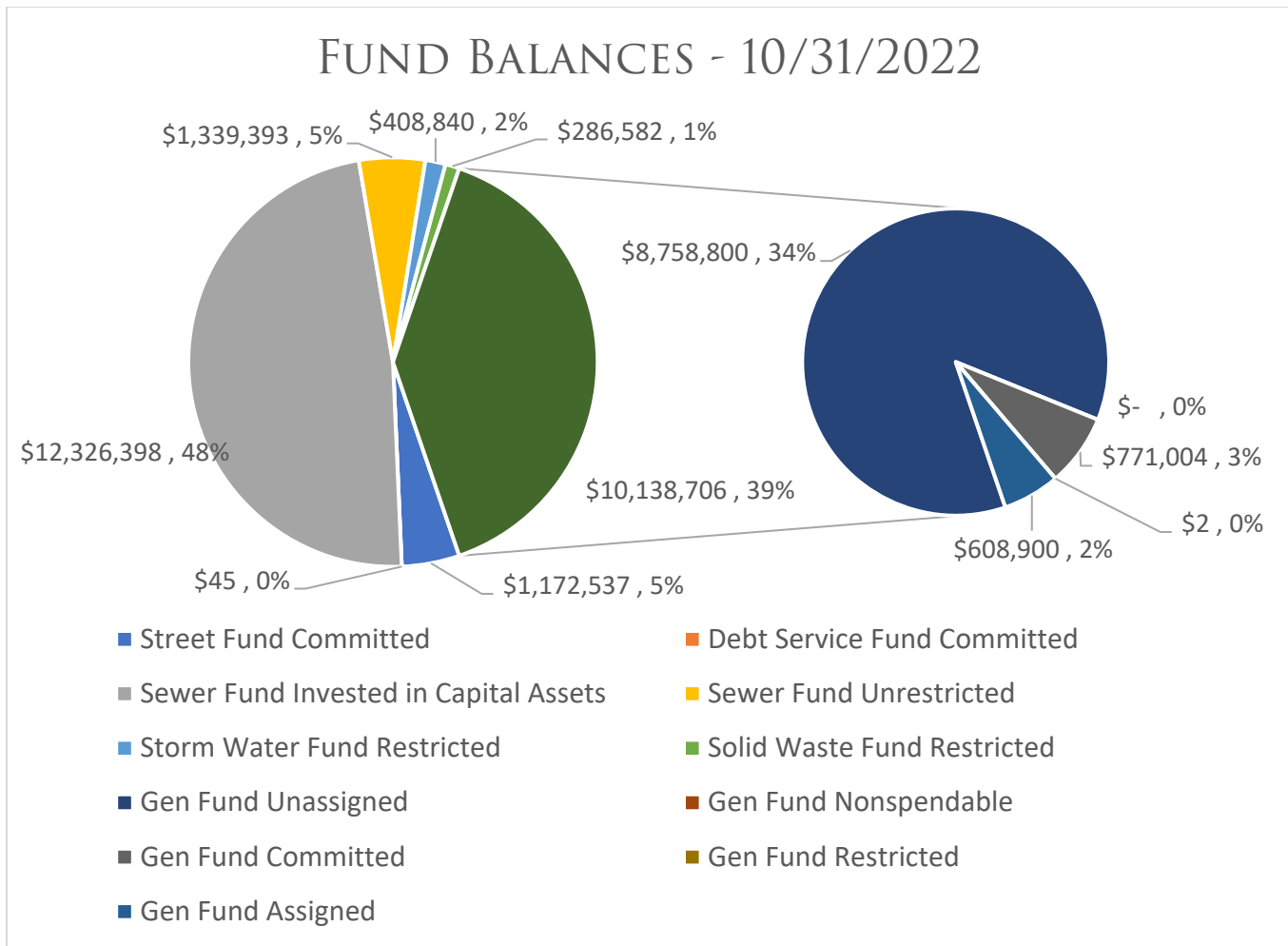
- **Economic Trends:** Fuel taxes experienced a -5.8 decrease as compared to the same period in the prior year, with the trajectory (trailing 12-month average) is at 5.3%. Driving overall continues to increase.



- Storm Water Fund:
 - Nothing to note currently.
- Sewer Fund
 - Nothing to note currently.

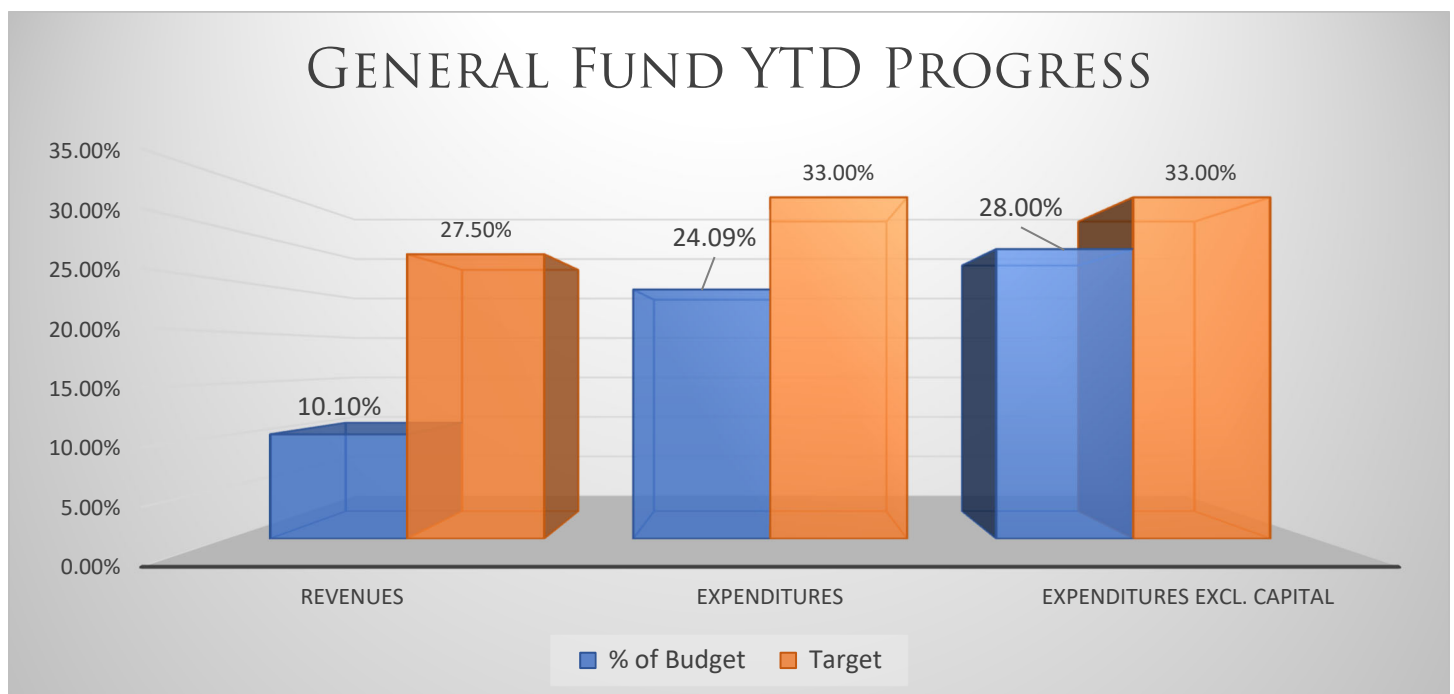
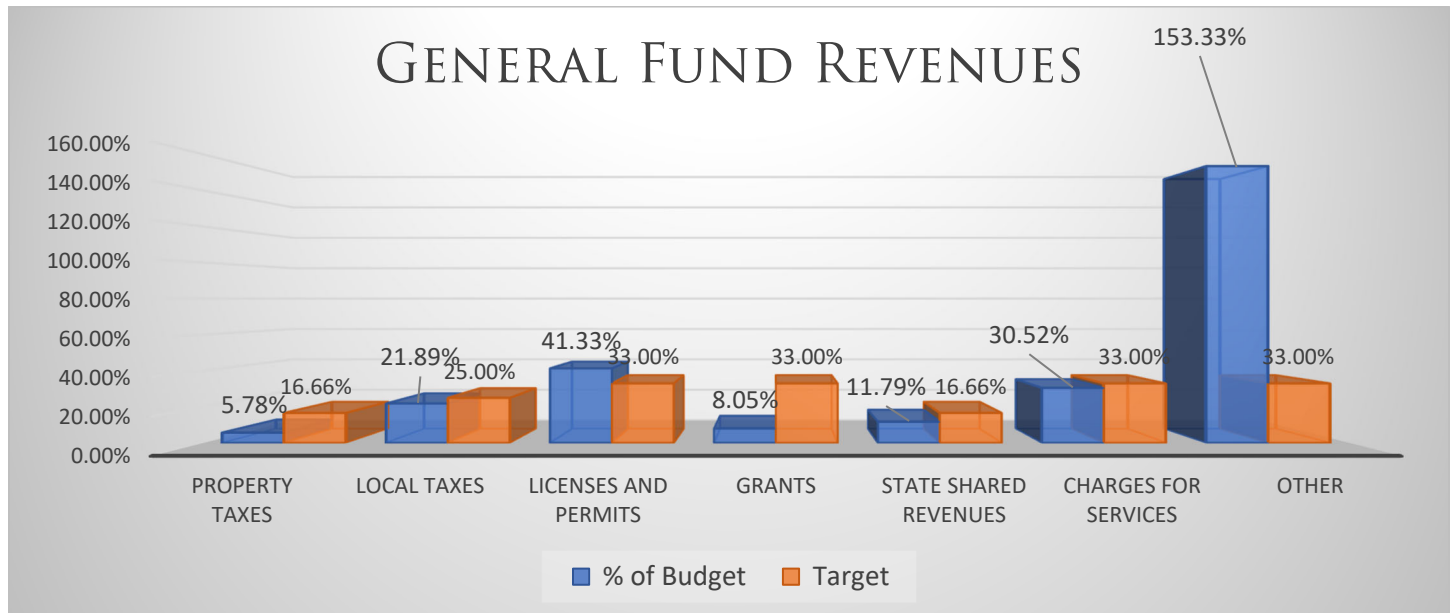
BOARD SUMMARY (CONTINUED)

Fund Balance and Net Position - Across all funds (of the City), fund balance (and net position) saw an operating Increase of \$777,304 in October from \$24,895,197 to \$25,672,501.



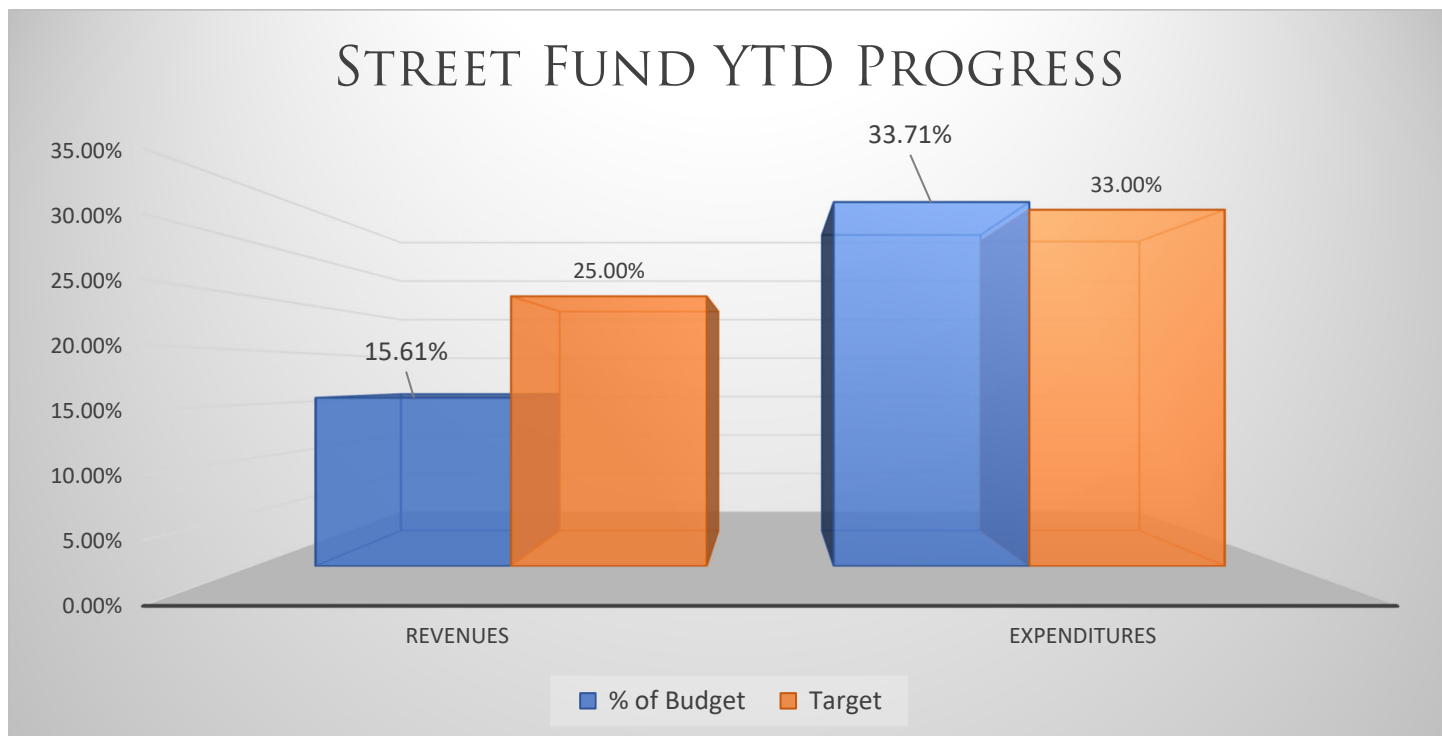
BOARD SUMMARY (CONTINUED)

General Fund Summary

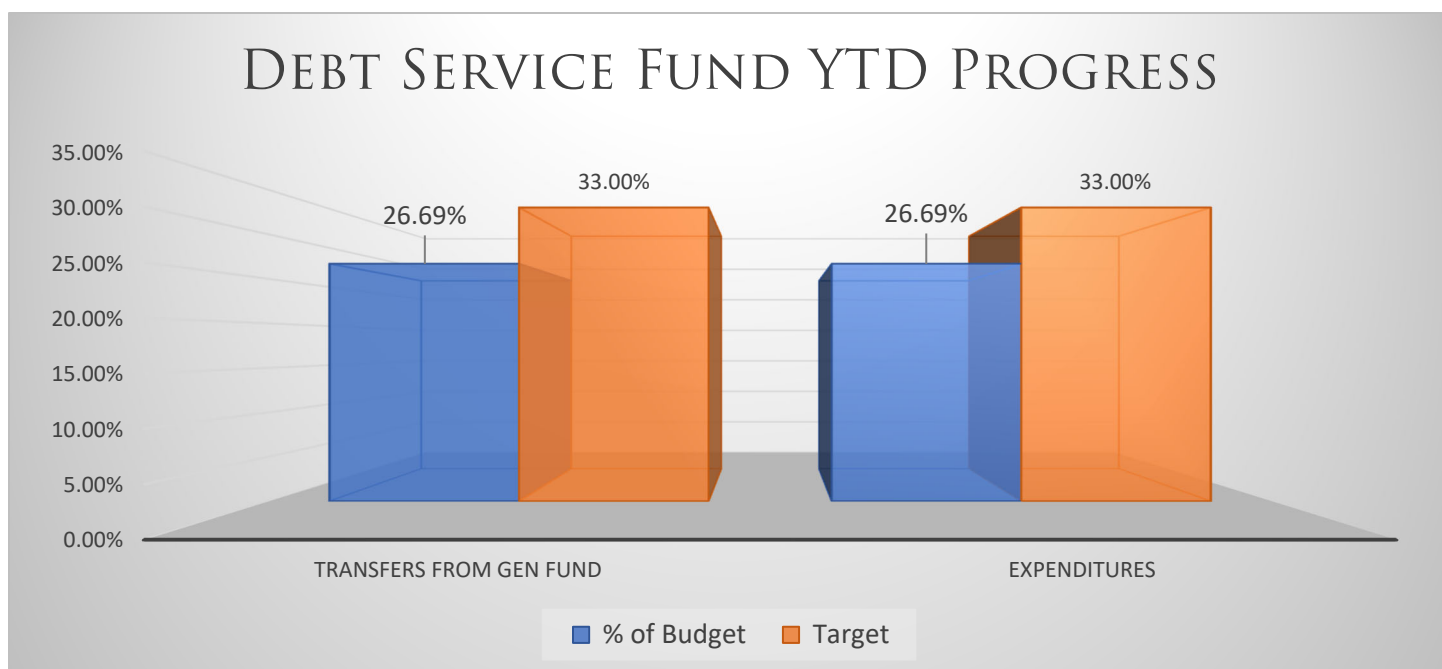


BOARD SUMMARY (CONTINUED)

- State Street Aid Fund Summary

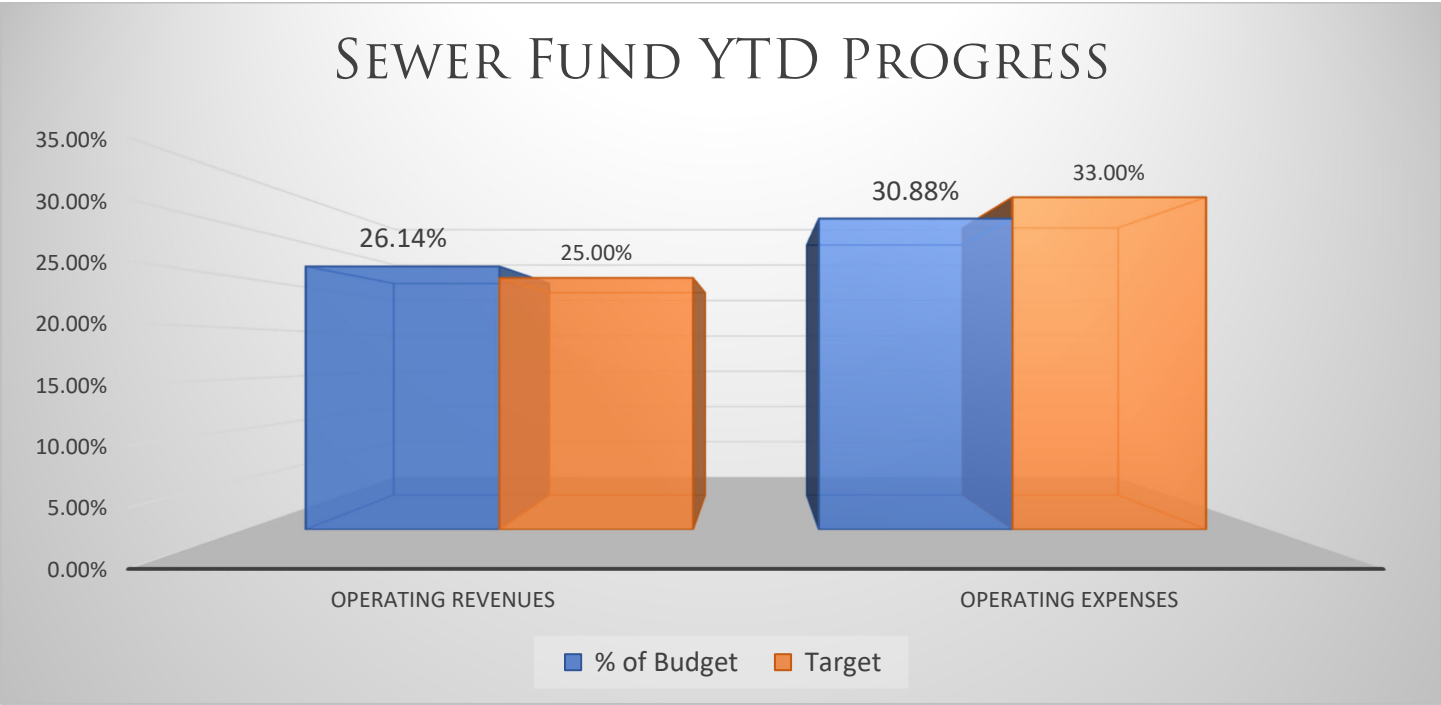


Debt Service Fund Summary

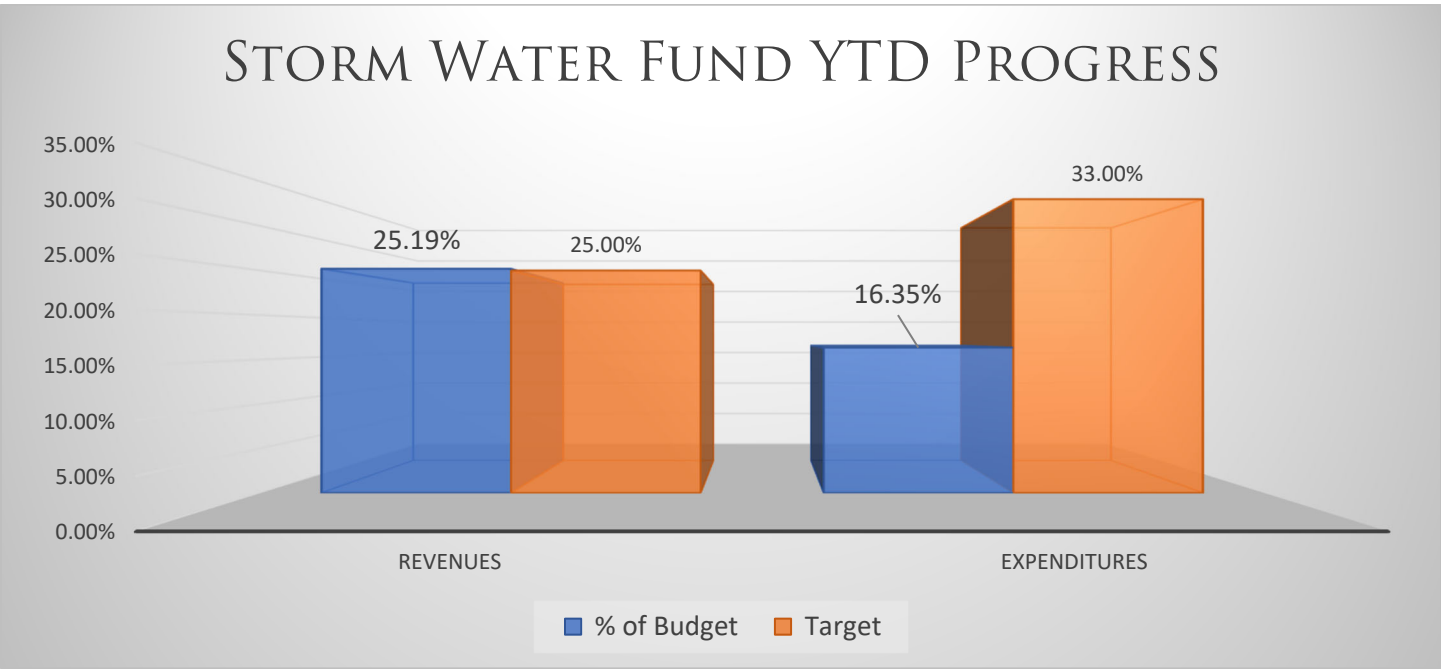


BOARD SUMMARY (CONTINUED)

Sewer Fund Summary

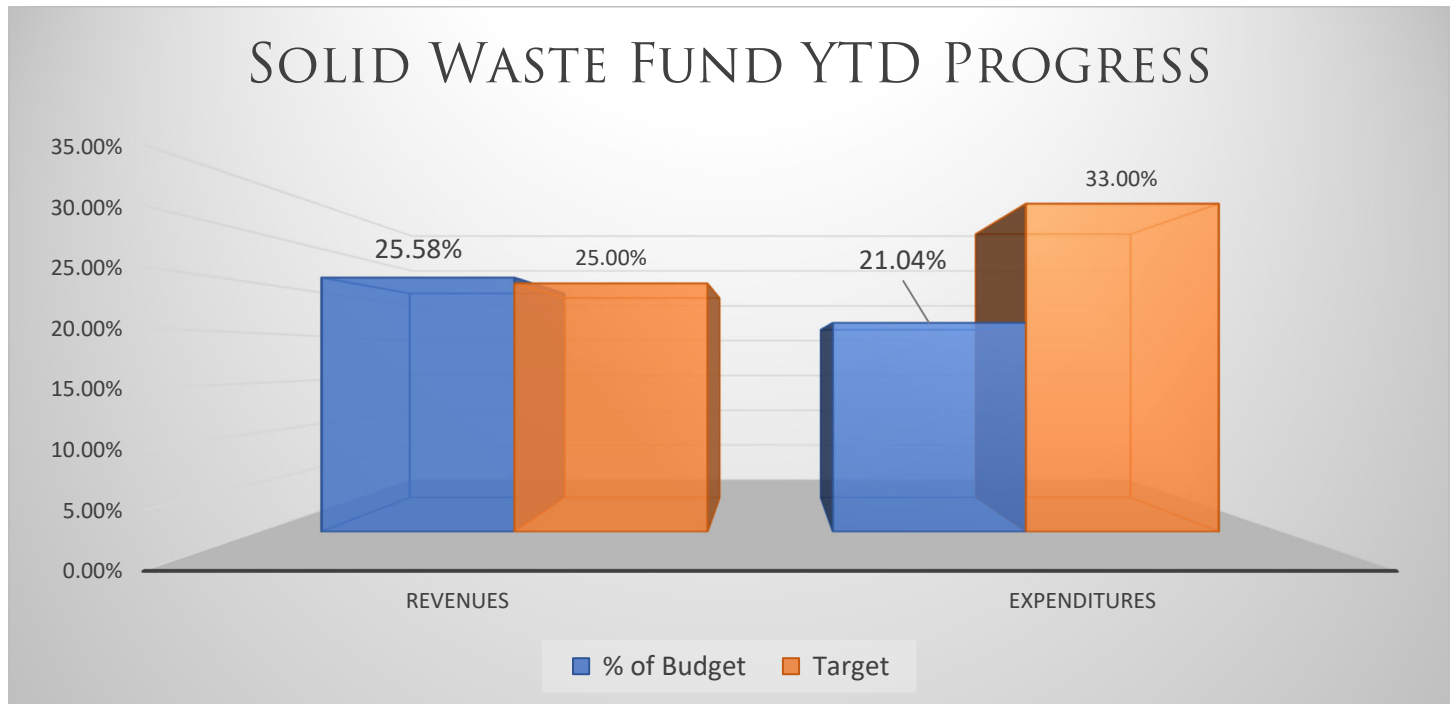


Storm Water Fund Summary



BOARD SUMMARY (CONTINUED)

Solid Waste Fund Summary



Budget Transfers

As noted in Ordinance O-10-2022, funds “may be transferred from one appropriation to another in the same fund by the Finance Director” and “shall be reported to the governing body at its next regular meeting.”

Budgetary transfers for fiscal year 2023 are as noted in Appendix A at the back of this Treasurer’s Report.

BOARD SUMMARY (CONTINUED)

Outstanding Debt Update – by Purpose of Debt

Profile as of

10/31/2022



[Export Data](#)

Viewing 6 Purposes with 11 total issues [View All Issues](#)

Total Outstanding Par Amount: **64,176,145**

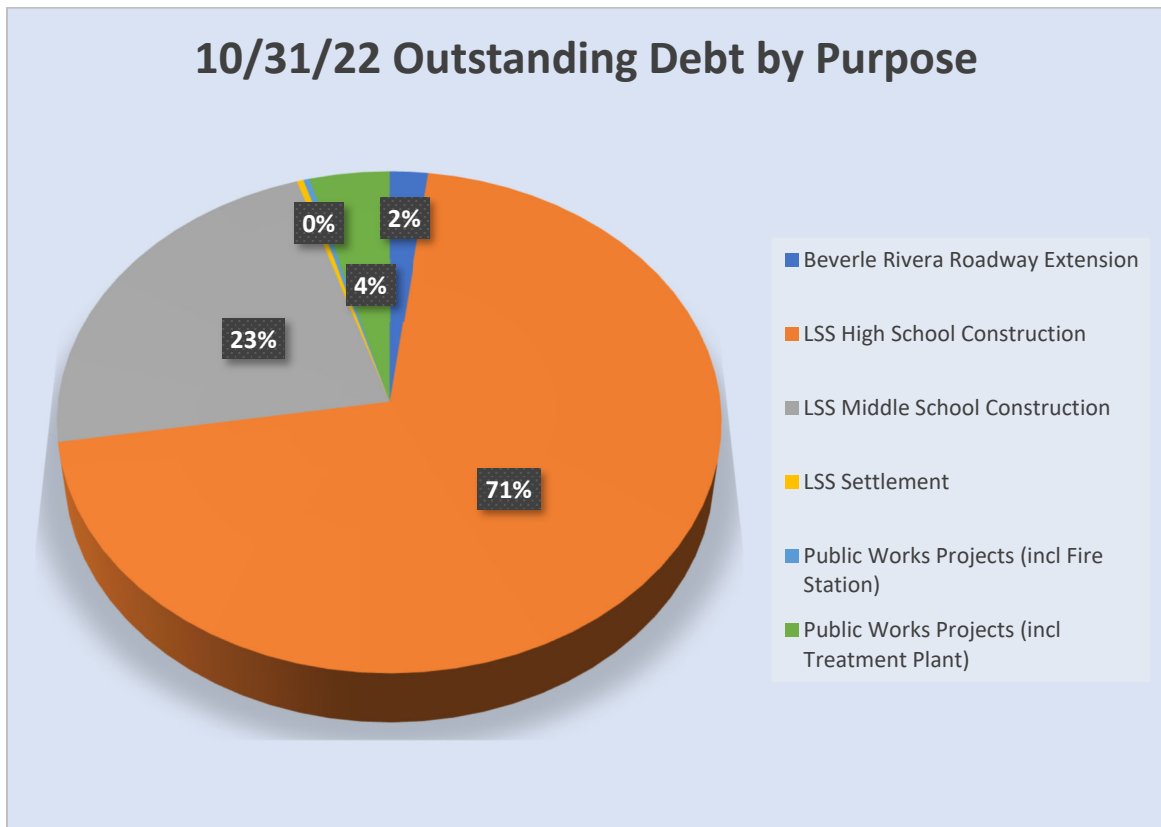
☐	Title	Original Par Amount	Outstanding Par Amount
☐	BEVERLE RIVERA ROADWAY EXTENSION (1 Issue)	1,490,397	1,284,712
☐	LSS HIGH SCHOOL CONSTRUCTION (5 Issues)	45,205,500	45,205,500
☐	LSS MIDDLE SCHOOL CONSTRUCTION (2 Issues)	14,794,500	14,556,013
☐	LSS SETTLEMENT (1 Issue)	332,443	222,825
☐	PUBLIC WORKS PROJECTS (INCL FIRE STATION) (1 Issue)	3,237,095	206,095
☐	PUBLIC WORKS PROJECTS (INCL TREATMENT PLANT) (1 Issue)	9,811,191	2,701,000

† [Audited Financial Statements: 06/30/2021](#)

* Does not include 2022 CON interim financing balance

BOARD SUMMARY (CONTINUED)

Debt Mix – by Purpose of Debt



AUGUST, SEPTEMBER, OCTOBER FISCAL YEAR-TO-DATE RESULTS



CITY OF LAKE LAND
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
AUGUST 31, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 8,602,581	\$ 45	\$ 2,725,429	\$ 398,813	\$ 245,848	\$ 11,972,716
Receivables						
Property taxes, net of allowance	4,956,029	-	-	-	-	4,956,029
Grants	42,180	-	-	-	-	42,180
Other	12,244	-	-	30,000	-	42,244
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	-	-	31,594	31,594
Prepaid items	-	-	-	-	-	-
Inventory	6,460	-	-	-	-	6,460
Restricted cash	2	-	-	-	-	2
Total assets	<u>\$ 13,619,496</u>	<u>\$ 45</u>	<u>\$ 2,725,429</u>	<u>\$ 428,813</u>	<u>\$ 277,442</u>	<u>\$ 17,051,225</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 29,353	\$ -	\$ 18,884	\$ (20)	\$ 8,128	\$ 56,345
Deposits	136,777	-	-	-	-	136,777
Due to other funds	31,594	-	-	-	-	31,594
Total liabilities	<u>197,724</u>	<u>-</u>	<u>18,884</u>	<u>(20)</u>	<u>8,128</u>	<u>224,716</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	4,907,231	-	-	-	-	4,907,231
Grants	48,625	-	-	-	-	48,625
Other	5,799	-	-	-	-	5,799
Total deferred inflows of resources	<u>4,961,655</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,961,655</u>
FUND BALANCES						
Restricted	2	-	-	428,833	269,314	698,149
Committed	591,830	45	2,706,545	-	-	3,298,420
Assigned	604,823	-	-	-	-	604,823
Unassigned	7,263,462	-	-	-	-	7,263,462
Total fund balances	<u>8,460,117</u>	<u>45</u>	<u>2,706,545</u>	<u>428,833</u>	<u>269,314</u>	<u>11,864,854</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 13,619,496</u>	<u>\$ 45</u>	<u>\$ 2,725,429</u>	<u>\$ 428,813</u>	<u>\$ 277,442</u>	<u>\$ 17,051,225</u>

CITY OF LAKE LAND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 50,264	\$ -	\$ -	\$ -	\$ -	\$ 50,264
Local taxes	169,131	-	-	-	-	169,131
Intergovernmental	-	-	-	-	-	-
Licenses and permits	29,370	-	-	-	-	29,370
Charges for services	9,039	-	-	17,290	115,520	141,849
Federal, state, and local grants	-	-	-	-	-	-
Interest income	10,652	-	-	-	-	10,652
Other	439	-	-	-	230	669
Total revenues	<u>268,895</u>	<u>-</u>	<u>-</u>	<u>17,290</u>	<u>115,750</u>	<u>401,935</u>
EXPENDITURES						
Current						
General government	322,944	-	-	-	-	322,944
Community development	88,440	-	-	-	-	88,440
Public works	85,210	-	106,673	10,227	113,004	315,114
Parks and recreation	133,500	-	-	-	-	133,500
Capital Outlay	2,457,606	-	4,305	625	-	2,462,536
Debt Service						
Principal	-	10,902	-	-	-	10,902
Interest and fiscal charges	-	3,348,383	-	-	-	3,348,383
Total expenditures	<u>3,087,700</u>	<u>3,359,285</u>	<u>110,978</u>	<u>10,852</u>	<u>113,004</u>	<u>6,681,819</u>
Excess of revenues over expenditures	(2,818,805)	(3,359,285)	(110,978)	6,438	2,746	(6,279,884)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	5,287,513	-	-	-	-	5,287,513
Issuance of leases	-	-	-	-	-	-
Transfers in	-	3,359,285	-	-	-	3,359,285
Transfers out	(4,153,990)	-	-	-	-	(4,153,990)
Total other financing sources (uses)	<u>1,133,523</u>	<u>3,359,285</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,492,808</u>
Net change in fund balances	(1,685,282)	-	(110,978)	6,438	2,746	(1,787,076)
Fund balances - beginning	<u>10,145,399</u>	<u>45</u>	<u>2,817,523</u>	<u>422,395</u>	<u>266,568</u>	<u>13,651,930</u>
Fund balances - ending	<u>\$ 8,460,117</u>	<u>\$ 45</u>	<u>\$ 2,706,545</u>	<u>\$ 428,833</u>	<u>\$ 269,314</u>	<u>\$ 11,864,854</u>

CITY OF LAKELAND
SEWER FUND
STATEMENT OF NET POSITION
AUGUST 31, 2022

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,573,562
Restricted cash and cash equivalents	1,883,443
Receivables	
Accounts	-
Interest	1,721
Total current assets	<u>3,458,726</u>

Capital assets:

Capital assets, not being depreciated	1,089,066
Capital assets, being depreciated - net	<u>13,925,740</u>
Total capital assets	15,014,806

Total assets	<u>18,473,532</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	18,704
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	444,536
Deposits	1,875,526
Current portion of notes payable	<u>636,000</u>
Total current liabilities	2,956,062

Noncurrent liabilities:

Net pension liability	3,576
Notes payable, net of current portion	<u>2,065,000</u>
Total liabilities	5,024,638

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>8,230</u>
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NET POSITION

Net investment in capital assets	12,313,806
Unrestricted	<u>1,145,562</u>
Total net position	<u><u>\$ 13,459,368</u></u>

CITY OF LAKELAND

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

FOR THE FYTD PERIOD ENDED

AUGUST 31, 2022

	Prior YTD 08/31/21	Current YTD 08/31/22	Plan FY 2023
Operating revenues:			
Sewer service fee	\$ 156,507	\$ 180,729	\$ 2,126,953
Service connection fees	6,300	21,000	405,096
Operating grants	-	-	-
Total operating revenues	<u>162,807</u>	<u>201,729</u>	<u>2,532,049</u>
Operating expenses:			
Personnel expenses	(43,368)	(62,466)	(650,240)
General and administrative	(71,132)	(92,916)	(434,570)
Depreciation	(85,000)	(85,000)	(510,000)
Total operating expenses	<u>(199,500)</u>	<u>(240,382)</u>	<u>(1,594,810)</u>
Operating Income (Loss)	(36,693)	(38,653)	937,239
Nonoperating revenues (expenses):			
Interest income	446	6,067	2,957
Interest and agent fee expense	(4,421)	(9,440)	(45,766)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(3,975)</u>	<u>(3,373)</u>	<u>(42,809)</u>
Change in net position	(40,668)	(42,026)	894,430
Capital Funds			
Capital Grants	-	-	3,751,052
Capital Contributions	-	-	-
Total Capital Funds	<u>-</u>	<u>-</u>	<u>3,751,052</u>
Net position - beginning of year	<u>12,838,734</u>	<u>13,501,394</u>	<u>13,501,394</u>
Net position - Aug-31	<u>\$ 12,798,066</u>	<u>\$ 13,459,368</u>	<u>\$ 18,146,876</u>

CITY OF LAKELAND
SEWER FUND
STATEMENT OF CASH FLOWS
FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	<u>Current YTD</u> <u>08/31/22</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 340,220
Payments to suppliers/operating costs	<u>(222,233)</u>
Net cash provided by operating activities	<u>117,987</u>
Cash flows from capital and related financing activities:	
Acquisition and construction of capital assets	(95,335)
Interest paid on capital debt	<u>(9,440)</u>
Net cash used by capital and related financing activities	<u>(104,775)</u>
Cash flows from investing activities:	
Interest income received	<u>768</u>
Net increase (decrease) in cash and cash equivalents	13,980
Cash and cash equivalents - beginning of year	<u>1,559,582</u>
Cash and cash equivalents - Aug-31	<u><u>\$ 1,573,562</u></u>

CITY OF LAKELAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN GENERAL FUND BALANCE FOR THE FYTD PERIOD ENDED AUGUST 31, 2022

	Prior YTD 08/31/21	Current YTD 08/31/22	Budget FY 2023	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 8,523	\$ 50,264	\$ 4,911,448	1.02%
Local Taxes	132,669	169,131	2,914,488	5.80%
Intergovernmental	-	-	2,174,313	0.00%
Licenses and permits	13,622	29,370	262,966	11.17%
Charges for services	10,918	9,039	226,282	3.99%
Federal, State, and Local Grants	36,632	-	16,218,583	0.00%
Other	2,573	11,091	24,317	45.61%
Total Revenues	<u>204,937</u>	<u>268,895</u>	<u>26,732,397</u>	<u>1.01%</u>
EXPENDITURES				
Current				
General government	(322,734)	(322,944)	(2,260,530)	14.29%
Community Development	(71,336)	(88,440)	(1,107,360)	7.99%
Public Works	(73,140)	(85,210)	(666,100)	12.79%
Parks and Recreation	(94,216)	(133,500)	(1,005,991)	13.27%
Capital Projects	(330,317)	(2,457,606)	(20,797,077)	11.82%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(891,743)</u>	<u>(3,087,700)</u>	<u>(25,837,058)</u>	<u>11.95%</u>
Excess (deficiency) of revenues over (under) expenditures	(686,806)	(2,818,805)	895,339	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	5,287,514	9,980,772	
Issuance of Leases	-	-	-	
Transfers in	700,000	-	700,000	
Transfers out	(128,288)	(4,153,990)	(15,473,530)	
Total Other Financing Sources	<u>571,712</u>	<u>1,133,524</u>	<u>(4,792,758)</u>	
Net Change in Fund Balance	<u>\$ (115,094)</u>	<u>\$ (1,685,281)</u>	<u>\$ (3,897,419)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (591,830)		
Restricted Fund Balance		(2)		
Assigned Fund Balance		(604,823)		
Nonspendable Fund Balance		-		
Unassigned Fund Balance		(488,626)		
Net Change in Fund Balance		<u>\$ (1,685,281)</u>		

CITY OF LAKELAND
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	YTD 08/31/22	Budget FY 2023
Revenues:		
Interest	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>
Expenditures:		
Principal	(10,902)	(11,221,735)
Interest	(12,563)	(1,478,944)
Dues and Fees	(3,335,820)	(6,400)
Total Expenditures	<u>(3,359,285)</u>	<u>(12,707,079)</u>
 Net excess (deficiency) of revenues over expenditures	 (3,359,285)	 (12,707,079)
 Other Financing Sources (Uses):		
Transfers In	3,359,285	12,707,079
Transfers Out	-	-
Total Other Financing Sources (Uses)	<u>3,359,285</u>	<u>12,707,079</u>
 Net Change in Fund Balance	 <u>\$ -</u>	 <u>\$ -</u>

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	Prior YTD 08/31/21	Current YTD 08/31/22	Budget FY 2023
REVENUES:			
State shared revenue	\$ -	\$ -	\$ 526,033
Grant Revenue	153,314	-	-
Total revenues	<u>153,314</u>	<u>-</u>	<u>526,033</u>
EXPENDITURES:			
Personnel expenses	(10,932)	(43,221)	(346,623)
Public works	(9,992)	(63,452)	(4,335,864)
Capital projects	(7,871)	(4,305)	(440,712)
Total expenditures	<u>(28,795)</u>	<u>(110,978)</u>	<u>(5,123,199)</u>
Net excess (deficiency) of revenues over expenditures	124,519	(110,978)	(4,597,166)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,971,747
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,971,747</u>
Net change in fund balance	<u>\$ 124,519</u>	<u>\$ (110,978)</u>	<u>\$ (2,625,419)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	Prior YTD 08/31/21	Current YTD 08/31/22	Budget FY 2023
REVENUES:			
Storm Water Fees	\$ 16,459	\$ 17,290	\$ 203,445
Other	30,000	-	-
Total revenues	<u>46,459</u>	<u>17,290</u>	<u>203,445</u>
EXPENDITURES:			
Personnel expenses	(6,820)	(8,236)	(58,288)
General and administrative	(1,231)	(1,991)	(28,060)
Capital	-	(625)	(310,000)
Total expenditures	<u>(8,051)</u>	<u>(10,852)</u>	<u>(396,348)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	<u>\$ 38,408</u>	<u>\$ 6,438</u>	<u>\$ (192,903)</u>

SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
AUGUST 31, 2022

	Prior YTD 08/31/21	Current YTD 08/31/22	Budget FY 2023
REVENUES:			
Solid waste collection fees	\$ 110,729	\$ 115,520	\$ 1,341,014
Grant revenues	-	-	-
Other	315	230	1,500
Total revenues	<u>111,044</u>	<u>115,750</u>	<u>1,342,514</u>
EXPENDITURES:			
Personnel expenditures	(23,913)	(12,716)	(92,370)
General and administrative	(4,420)	(5,730)	(100,255)
Contracted services	(91,864)	(94,558)	(1,055,000)
Capital	(53,833)	-	(290,000)
Total expenditures	<u>(174,030)</u>	<u>(113,004)</u>	<u>(1,537,625)</u>
Net change in fund balance	<u>\$ (62,986)</u>	<u>\$ 2,746</u>	<u>\$ (195,111)</u>

CITY OF LAKELAND
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
SEPTEMBER 30, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	GOVERNMENTAL FUNDS
ASSETS						
Cash and cash equivalents	\$ 9,079,168	\$ 45	\$ 1,651,412	\$ 410,007	\$ 253,647	\$ 11,394,279
Receivables						
Property taxes, net of allowance	4,956,029	-	-	-	-	4,956,029
Grants	42,180	-	-	-	-	42,180
Other	11,244	-	-	30,000	-	41,244
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	-	-	31,594	31,594
Prepaid items	-	-	-	-	-	-
Inventory	3,694	-	-	-	-	3,694
Restricted cash	2	-	-	-	-	2
Total assets	<u>\$ 14,092,317</u>	<u>\$ 45</u>	<u>\$ 1,651,412</u>	<u>\$ 440,007</u>	<u>\$ 285,241</u>	<u>\$ 16,469,022</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 30,116	\$ -	\$ 18,990	\$ -	\$ 8,187	\$ 57,293
Deposits	136,777	-	-	-	-	136,777
Due to other funds	31,730	-	-	-	-	31,730
Total liabilities	<u>198,623</u>	<u>-</u>	<u>18,990</u>	<u>-</u>	<u>8,187</u>	<u>225,800</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	4,907,231	-	-	-	-	4,907,231
Grants	48,625	-	-	-	-	48,625
Other	4,799	-	-	-	-	4,799
Total deferred inflows of resources	<u>4,960,655</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,960,655</u>
FUND BALANCES						
Restricted	2	-	-	440,007	277,054	717,063
Committed	698,429	45	1,632,422	-	-	2,330,896
Assigned	614,952	-	-	-	-	614,952
Unassigned	7,619,656	-	-	-	-	7,619,656
Total fund balances	<u>8,933,039</u>	<u>45</u>	<u>1,632,422</u>	<u>440,007</u>	<u>277,054</u>	<u>11,282,567</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 14,092,317</u>	<u>\$ 45</u>	<u>\$ 1,651,412</u>	<u>\$ 440,007</u>	<u>\$ 285,241</u>	<u>\$ 16,469,022</u>

CITY OF LAKELAND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 208,823	\$ -	\$ -	\$ -	\$ -	\$ 208,823
Local taxes	423,789	-	-	-	-	423,789
Intergovernmental	121,066	-	41,621	-	-	162,687
Licenses and permits	97,105	-	-	-	-	97,105
Charges for services	40,896	-	-	33,966	228,982	303,844
Federal, state, and local grants	-	-	-	-	-	-
Interest income	18,055	-	-	-	-	18,055
Other	10,489	-	-	-	305	10,794
Total revenues	920,223	-	41,621	33,966	229,287	1,225,097
EXPENDITURES						
Current						
General government	507,101	-	-	-	-	507,101
Community development	172,592	-	-	-	-	172,592
Public works	140,604	-	1,030,817	15,729	218,801	1,405,951
Parks and recreation	238,289	-	-	-	-	238,289
Capital Outlay	4,175,938	-	195,905	625	-	4,372,468
Debt Service						
Principal	-	16,353	-	-	-	16,353
Interest and fiscal charges	-	3,358,888	-	-	-	3,358,888
Total expenditures	5,234,524	3,375,241	1,226,722	16,354	218,801	10,071,642
Excess of revenues over expenditures	(4,314,301)	(3,375,241)	(1,185,101)	17,612	10,486	(8,846,545)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	6,571,887	-	-	-	-	6,571,887
Issuance of leases	-	-	-	-	-	-
Transfers in	700,000	3,375,241	-	-	-	4,075,241
Transfers out	(4,169,946)	-	-	-	-	(4,169,946)
Total other financing sources (uses)	3,101,941	3,375,241	-	-	-	6,477,182
Net change in fund balances	(1,212,360)	-	(1,185,101)	17,612	10,486	(2,369,363)
Fund balances - beginning	10,145,399	45	2,817,523	422,395	266,568	13,651,930
Fund balances - ending	\$ 8,933,039	\$ 45	\$ 1,632,422	\$ 440,007	\$ 277,054	\$ 11,282,567

CITY OF LAKELAND
SEWER FUND
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,764,109
Restricted cash and cash equivalents	1,887,235
Receivables	
Accounts	-
Interest	1,721
Total current assets	<u>3,653,065</u>

Capital assets:

Capital assets, not being depreciated	1,089,066
Capital assets, being depreciated - net	<u>13,886,939</u>
Total capital assets	14,976,005

Total assets	<u>18,629,070</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	18,704
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	446,812
Deposits	1,875,526
Current portion of notes payable	<u>636,000</u>
Total current liabilities	2,958,338

Noncurrent liabilities:

Net pension liability	3,576
Notes payable, net of current portion	<u>2,065,000</u>
Total liabilities	5,026,914

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>8,230</u>
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NET POSITION

Net investment in capital assets	12,275,005
Unrestricted	<u>1,337,625</u>
Total net position	<u><u>\$ 13,612,630</u></u>

CITY OF LAKELAND

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

FOR THE FYTD PERIOD ENDED

SEPTEMBER 30, 2022

	Prior YTD 09/30/21	Current YTD 09/30/22	Plan FY 2023
Operating revenues:			
Sewer service fee	\$ 302,469	\$ 338,163	\$ 2,126,953
Service connection fees	23,100	155,400	405,096
Operating grants	-	-	-
Total operating revenues	<u>325,569</u>	<u>493,563</u>	<u>2,532,049</u>
Operating expenses:			
Personnel expenses	(78,857)	(124,102)	(650,240)
General and administrative	(93,405)	(128,211)	(434,570)
Depreciation	(127,500)	(127,500)	(510,000)
Total operating expenses	<u>(299,762)</u>	<u>(379,813)</u>	<u>(1,594,810)</u>
Operating Income (Loss)	25,807	113,750	937,239
Nonoperating revenues (expenses):			
Interest income	668	10,447	2,957
Interest and agent fee expense	(6,571)	(12,961)	(45,766)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(5,903)</u>	<u>(2,514)</u>	<u>(42,809)</u>
Change in net position	19,904	111,236	894,430
Capital Funds			
Capital Grants	-	-	3,751,052
Capital Contributions	-	-	-
Total Capital Funds	<u>-</u>	<u>-</u>	<u>3,751,052</u>
Net position - beginning of year	<u>12,838,734</u>	<u>13,501,394</u>	<u>13,501,394</u>
Net position - Sep-30	<u><u>\$ 12,858,638</u></u>	<u><u>\$ 13,612,630</u></u>	<u><u>\$ 18,146,876</u></u>

CITY OF LAKELAND
SEWER FUND
STATEMENT OF CASH FLOWS
FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	<u>Current YTD</u> <u>09/30/22</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 632,055
Payments to suppliers/operating costs	<u>(316,888)</u>
Net cash provided by operating activities	<u>315,167</u>
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Acquisition and construction of capital assets	(99,034)
Interest paid on capital debt	<u>(12,961)</u>
Net cash used by capital and related financing activities	<u>(111,995)</u>
Cash flows from investing activities:	
Interest income received	<u>1,355</u>
 Net increase (decrease) in cash and cash equivalents	 204,527
 Cash and cash equivalents - beginning of year	 <u>1,559,582</u>
 Cash and cash equivalents - Sep-30	 <u><u>\$ 1,764,109</u></u>

CITY OF LAKE LAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN GENERAL FUND BALANCE FOR THE FYTD PERIOD ENDED SEPTEMBER 30, 2022

	Prior YTD 09/30/21	Current YTD 09/30/22	Budget FY 2023	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 116,023	\$ 208,823	\$ 4,911,448	4.25%
Local Taxes	324,911	423,789	2,914,488	14.54%
Intergovernmental	118,361	121,066	2,174,313	5.57%
Licenses and permits	43,505	97,105	262,966	36.93%
Charges for services	26,001	40,896	226,282	18.07%
Federal, State, and Local Grants	188,409	-	16,218,583	0.00%
Other	3,349	28,544	24,317	117.38%
Total Revenues	<u>820,559</u>	<u>920,223</u>	<u>26,732,397</u>	<u>3.44%</u>
EXPENDITURES				
Current				
General government	(526,847)	(507,101)	(2,260,530)	22.43%
Community Development	(142,095)	(172,592)	(1,107,360)	15.59%
Public Works	(124,684)	(140,604)	(666,100)	21.11%
Parks and Recreation	(152,588)	(238,289)	(1,005,991)	23.69%
Capital Projects	(945,515)	(4,175,938)	(20,844,677)	20.03%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(1,891,729)</u>	<u>(5,234,524)</u>	<u>(25,884,658)</u>	<u>20.22%</u>
Excess (deficiency) of revenues over (under) expenditures	(1,071,170)	(4,314,301)	847,739	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	6,571,887	9,980,772	
Issuance of Leases	-	-	-	
Transfers in	700,000	700,000	700,000	
Transfers out	(874,639)	(4,169,946)	(15,473,530)	
Total Other Financing Sources	<u>(174,639)</u>	<u>3,101,941</u>	<u>(4,792,758)</u>	
Net Change in Fund Balance	<u>\$ (1,245,809)</u>	<u>\$ (1,212,360)</u>	<u>\$ (3,945,019)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (698,429)		
Restricted Fund Balance		(2)		
Assigned Fund Balance		(614,952)		
Nonspendable Fund Balance		-		
Unassigned Fund Balance		101,023		
Net Change in Fund Balance		<u>\$ (1,212,360)</u>		

CITY OF LAKELAND
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	YTD 09/30/22	Budget FY 2023
Revenues:		
Interest	\$ -	\$ -
Total Revenues	-	-
Expenditures:		
Principal	(16,353)	(11,221,735)
Interest	(22,756)	(1,478,944)
Dues and Fees	(3,336,132)	(6,400)
Total Expenditures	(3,375,241)	(12,707,079)
 Net excess (deficiency) of revenues over expenditures	 (3,375,241)	 (12,707,079)
 Other Financing Sources (Uses):		
Transfers In	3,375,241	12,707,079
Transfers Out	-	-
Total Other Financing Sources (Uses)	3,375,241	12,707,079
 Net Change in Fund Balance	 \$ -	 \$ -

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	Prior YTD 09/30/21	Current YTD 09/30/22	Budget FY 2023
REVENUES:			
State shared revenue	\$ 40,046	\$ 41,621	\$ 526,033
Grant Revenue	153,314	-	-
Total revenues	<u>193,360</u>	<u>41,621</u>	<u>526,033</u>
EXPENDITURES:			
Personnel expenses	(15,639)	(71,664)	(346,623)
Public works	(22,976)	(959,153)	(4,335,864)
Capital projects	(62,284)	(195,905)	(440,712)
Total expenditures	<u>(100,899)</u>	<u>(1,226,722)</u>	<u>(5,123,199)</u>
Net excess (deficiency) of revenues over expenditures	92,461	(1,185,101)	(4,597,166)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,971,747
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,971,747</u>
Net change in fund balance	<u>\$ 92,461</u>	<u>\$ (1,185,101)</u>	<u>\$ (2,625,419)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	Prior YTD 09/30/21	Current YTD 09/30/22	Budget FY 2023
REVENUES:			
Storm Water Fees	\$ 32,959	\$ 33,966	\$ 203,445
Other	30,000	-	-
Total revenues	<u>62,959</u>	<u>33,966</u>	<u>203,445</u>
EXPENDITURES:			
Personnel expenses	(13,620)	(12,974)	(58,288)
General and administrative	(1,799)	(2,755)	(28,060)
Capital	(492)	(625)	(310,000)
Total expenditures	<u>(15,911)</u>	<u>(16,354)</u>	<u>(396,348)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 47,048</u>	<u>\$ 17,612</u>	<u>\$ (192,903)</u>

SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
SEPTEMBER 30, 2022

	Prior YTD 09/30/21	Current YTD 09/30/22	Budget FY 2023
REVENUES:			
Solid waste collection fees	\$ 219,713	\$ 228,982	\$ 1,341,014
Grant revenues	-	-	-
Other	690	305	1,500
Total revenues	<u>220,403</u>	<u>229,287</u>	<u>1,342,514</u>
EXPENDITURES:			
Personnel expenditures	(36,582)	(21,968)	(92,370)
General and administrative	(10,635)	(11,586)	(100,255)
Contracted services	(188,049)	(185,247)	(1,055,000)
Capital	(53,833)	-	(290,000)
Total expenditures	<u>(289,099)</u>	<u>(218,801)</u>	<u>(1,537,625)</u>
Net change in fund balance	<u>\$ (68,696)</u>	<u>\$ 10,486</u>	<u>\$ (195,111)</u>

CITY OF LAKE LAND
BALANCE SHEET - ALL CITY GOVERNMENTAL FUNDS - UNAUDITED
OCTOBER 31, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
ASSETS						
Cash and cash equivalents	\$ 10,282,296	\$ 45	\$ 1,191,527	\$ 378,840	\$ 263,176	\$ 12,115,884
Receivables						
Property taxes, net of allowance	4,956,029	-	-	-	-	4,956,029
Grants	42,180	-	-	-	-	42,180
Other	11,244	-	-	30,000	-	41,244
Due from other governments	-	-	-	-	-	-
Due from other funds	-	-	-	-	31,594	31,594
Prepaid items	-	-	-	-	-	-
Inventory	6,975	-	-	-	-	6,975
Restricted cash	-	-	-	-	-	-
Total assets	<u>\$ 15,298,724</u>	<u>\$ 45</u>	<u>\$ 1,191,527</u>	<u>\$ 408,840</u>	<u>\$ 294,770</u>	<u>\$ 17,193,906</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ 30,107	\$ -	\$ 18,990	\$ -	\$ 8,188	\$ 57,285
Deposits	137,397	-	-	-	-	137,397
Due to other funds	31,859	-	-	-	-	31,859
Total liabilities	<u>199,363</u>	<u>-</u>	<u>18,990</u>	<u>-</u>	<u>8,188</u>	<u>226,541</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue						
Property taxes	4,907,231	-	-	-	-	4,907,231
Grants	48,625	-	-	-	-	48,625
Other	4,799	-	-	-	-	4,799
Total deferred inflows of resources	<u>4,960,655</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,960,655</u>
FUND BALANCES						
Restricted	2	-	-	408,840	286,582	695,424
Committed	771,004	45	1,172,537	-	-	1,943,586
Assigned	608,900	-	-	-	-	608,900
Unassigned	8,758,800	-	-	-	-	8,758,800
Total fund balances	<u>10,138,706</u>	<u>45</u>	<u>1,172,537</u>	<u>408,840</u>	<u>286,582</u>	<u>12,006,710</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 15,298,724</u>	<u>\$ 45</u>	<u>\$ 1,191,527</u>	<u>\$ 408,840</u>	<u>\$ 294,770</u>	<u>\$ 17,193,906</u>

CITY OF LAKE LAND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
ALL CITY GOVERNMENTAL FUNDS - UNAUDITED - FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	GOVERNMENTAL FUNDS - MODIFIED ACCRUAL					TOTAL GOVERNMENTAL FUNDS
	GENERAL FUND	DEBT SERVICE FUND	STATE STREET AID FUND	STORM WATER FUND	SOLID WASTE FUND	
REVENUES						
Property taxes	\$ 284,099	\$ -	\$ -	\$ -	\$ -	\$ 284,099
Local taxes	638,065	-	-	-	-	638,065
Intergovernmental	256,266	-	82,123	-	-	338,389
Licenses and permits	108,675	-	-	-	-	108,675
Charges for services	69,054	-	-	51,254	343,012	463,320
Federal, state, and local grants	1,305,333	-	-	-	-	1,305,333
Interest income	27,220	-	-	-	-	27,220
Other	10,066	-	-	-	455	10,521
Total revenues	<u>2,698,778</u>	<u>-</u>	<u>82,123</u>	<u>51,254</u>	<u>343,467</u>	<u>3,175,622</u>
EXPENDITURES						
Current						
General government	680,549	-	-	-	-	680,549
Community development	237,295	-	-	-	-	237,295
Public works	177,059	-	1,529,054	19,556	323,453	2,049,122
Parks and recreation	316,074	-	-	-	-	316,074
Capital Outlay	4,823,573	-	198,055	45,254	-	5,066,882
Debt Service						
Principal	-	21,804	-	-	-	21,804
Interest and fiscal charges	-	3,370,159	-	-	-	3,370,159
Total expenditures	<u>6,234,550</u>	<u>3,391,963</u>	<u>1,727,109</u>	<u>64,810</u>	<u>323,453</u>	<u>11,741,885</u>
Excess of revenues over expenditures	(3,535,772)	(3,391,963)	(1,644,986)	(13,556)	20,014	(8,566,263)
OTHER FINANCING SOURCES (USES)						
Issuance of debt	7,015,747	-	-	-	-	7,015,747
Issuance of leases	-	-	-	-	-	-
Transfers in	700,000	3,391,963	-	-	-	4,091,963
Transfers out	(4,186,668)	-	-	-	-	(4,186,668)
Total other financing sources (uses)	<u>3,529,079</u>	<u>3,391,963</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,921,042</u>
Net change in fund balances	(6,693)	-	(1,644,986)	(13,556)	20,014	(1,645,220)
Fund balances - beginning	<u>10,145,399</u>	<u>45</u>	<u>2,817,523</u>	<u>422,395</u>	<u>266,568</u>	<u>13,651,930</u>
Fund balances - ending	<u>\$ 10,138,706</u>	<u>\$ 45</u>	<u>\$ 1,172,537</u>	<u>\$ 408,840</u>	<u>\$ 286,582</u>	<u>\$ 12,006,710</u>

CITY OF LAKELAND
SEWER FUND
STATEMENT OF NET POSITION
OCTOBER 31, 2022

ASSETS

Current assets:

Cash and cash equivalents	\$ 1,759,012
Restricted cash and cash equivalents	1,891,964
Receivables	
Accounts	-
Interest	1,721
Total current assets	<u>3,652,697</u>

Capital assets:

Capital assets, not being depreciated	1,089,066
Capital assets, being depreciated - net	<u>13,938,332</u>
Total capital assets	15,027,398

Total assets	<u>18,680,095</u>
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DEFERRED OUTFLOWS OF RESOURCES

Deferred Outflows Related to Pensions	18,704
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LIABILITIES

Current liabilities:

Accounts payable and accrued expenses	444,676
Deposits	1,875,526
Current portion of notes payable	<u>636,000</u>
Total current liabilities	2,956,202

Noncurrent liabilities:

Net pension liability	3,576
Notes payable, net of current portion	<u>2,065,000</u>
Total liabilities	5,024,778

DEFERRED INFLOWS OF RESOURCES

Deferred Inflows Related to Pensions	<u>8,230</u>
--------------------------------------	--------------

NET POSITION

Net investment in capital assets	12,326,398
Unrestricted	<u>1,339,393</u>
Total net position	<u><u>\$ 13,665,791</u></u>

CITY OF LAKELAND

SEWER FUND

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

FOR THE FYTD PERIOD ENDED

OCTOBER 31, 2022

	Prior YTD 10/31/21	Current YTD 10/31/22	Plan FY 2023
Operating revenues:			
Sewer service fee	\$ 452,417	\$ 499,052	\$ 2,126,953
Service connection fees	27,300	162,750	405,096
Operating grants	-	-	-
Total operating revenues	<u>479,717</u>	<u>661,802</u>	<u>2,532,049</u>
Operating expenses:			
Personnel expenses	(102,470)	(164,226)	(650,240)
General and administrative	(127,970)	(158,190)	(434,570)
Depreciation	(170,000)	(170,000)	(510,000)
Total operating expenses	<u>(400,440)</u>	<u>(492,416)</u>	<u>(1,594,810)</u>
Operating Income (Loss)	79,277	169,386	937,239
Nonoperating revenues (expenses):			
Interest income	889	16,030	2,957
Interest and agent fee expense	(8,894)	(21,019)	(45,766)
Loss on sale of capital assets	-	-	-
Total non-operating expenses	<u>(8,005)</u>	<u>(4,989)</u>	<u>(42,809)</u>
Change in net position	71,272	164,397	894,430
Capital Funds			
Capital Grants	-	-	3,751,052
Capital Contributions	-	-	-
Total Capital Funds	<u>-</u>	<u>-</u>	<u>3,751,052</u>
Net position - beginning of year	<u>12,838,734</u>	<u>13,501,394</u>	<u>13,501,394</u>
Net position - Oct-31	<u>\$ 12,910,006</u>	<u>\$ 13,665,791</u>	<u>\$ 18,146,876</u>

CITY OF LAKELAND
SEWER FUND
STATEMENT OF CASH FLOWS
FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	<u>Current YTD</u> <u>10/31/22</u>
Cash flows from operating activities:	
Receipts from customers and users	\$ 800,294
Payments to suppliers/operating costs	<u>(389,127)</u>
Net cash provided by operating activities	411,167
Cash flows from capital and related financing activities:	
Grant proceeds	-
Principal payments on capital debt	-
Acquisition and construction of capital assets	(192,927)
Interest paid on capital debt	<u>(21,019)</u>
Net cash used by capital and related financing activities	(213,946)
Cash flows from investing activities:	
Interest income received	<u>2,209</u>
Net increase (decrease) in cash and cash equivalents	199,430
Cash and cash equivalents - beginning of year	<u>1,559,582</u>
Cash and cash equivalents - Oct-31	<u><u>\$ 1,759,012</u></u>

CITY OF LAKELAND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN GENERAL FUND BALANCE FOR THE FYTD PERIOD ENDED OCTOBER 31, 2022

	Prior YTD 10/31/21	Current YTD 10/31/22	Budget FY 2023	% Earned/Used Year-to-Date
REVENUES				
Property Taxes	\$ 255,967	\$ 284,099	\$ 4,911,448	5.78%
Local Taxes	512,748	638,065	2,914,488	21.89%
Intergovernmental	242,181	256,266	2,174,313	11.79%
Licenses and permits	50,015	108,675	262,966	41.33%
Charges for services	47,866	69,054	226,282	30.52%
Federal, State, and Local Grants	188,409	1,305,333	16,218,583	8.05%
Other	4,225	37,286	24,317	153.33%
Total Revenues	<u>1,301,411</u>	<u>2,698,778</u>	<u>26,732,397</u>	<u>10.10%</u>
EXPENDITURES				
Current				
General government	(653,137)	(680,549)	(2,260,530)	30.11%
Community Development	(191,107)	(237,295)	(1,107,360)	21.43%
Public Works	(165,520)	(177,059)	(666,100)	26.58%
Parks and Recreation	(211,149)	(316,074)	(1,005,991)	31.42%
Capital Projects	(1,143,086)	(4,823,573)	(20,844,677)	23.14%
Debt Service				
Principal	-	-	-	0.00%
Interest	-	-	-	0.00%
Total Expenditures	<u>(2,363,999)</u>	<u>(6,234,550)</u>	<u>(25,884,658)</u>	<u>24.09%</u>
Excess (deficiency) of revenues over (under) expenditures	(1,062,588)	(3,535,772)	847,739	
OTHER FINANCING SOURCES (USES)				
Issuance of Debt	-	7,015,747	9,980,772	
Issuance of Leases	-	-	-	
Transfers in	700,000	700,000	700,000	
Transfers out	(995,134)	(4,186,668)	(15,473,530)	
Total Other Financing Sources	<u>(295,134)</u>	<u>3,529,079</u>	<u>(4,792,758)</u>	
Net Change in Fund Balance	<u>\$ (1,357,722)</u>	<u>\$ (6,693)</u>	<u>\$ (3,945,019)</u>	
Allocation of Net Change in Fund Balance:				
Committed Fund Balance		\$ (698,429)		
Restricted Fund Balance		(2)		
Assigned Fund Balance		(614,952)		
Nonspendable Fund Balance		-		
Unassigned Fund Balance		1,306,690		
Net Change in Fund Balance		<u>\$ (6,693)</u>		

CITY OF LAKELAND
DEBT SERVICE FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	YTD 10/31/22	Budget FY 2023
Revenues:		
Interest	\$ -	\$ -
Total Revenues	-	-
Expenditures:		
Principal	(21,804)	(11,221,735)
Interest	(33,711)	(1,478,944)
Dues and Fees	(3,336,448)	(6,400)
Total Expenditures	(3,391,963)	(12,707,079)
 Net excess (deficiency) of revenues over expenditures	 (3,391,963)	 (12,707,079)
 Other Financing Sources (Uses):		
Transfers In	3,391,963	12,707,079
Transfers Out	-	-
Total Other Financing Sources (Uses)	3,391,963	12,707,079
 Net Change in Fund Balance	 \$ -	 \$ -

STATE STREET AID
STATEMENT OF REVENUES AND EXPENSES
FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	Prior YTD 10/31/21	Current YTD 10/31/22	Budget FY 2023
REVENUES:			
State shared revenue	\$ 83,052	\$ 82,123	\$ 526,033
Grant Revenue	153,314	-	-
Total revenues	<u>236,366</u>	<u>82,123</u>	<u>526,033</u>
EXPENDITURES:			
Personnel expenses	(19,325)	(91,754)	(346,623)
Public works	(474,301)	(1,437,300)	(4,335,864)
Capital projects	(64,367)	(198,055)	(440,712)
Total expenditures	<u>(557,993)</u>	<u>(1,727,109)</u>	<u>(5,123,199)</u>
Net excess (deficiency) of revenues over expenditures	(321,627)	(1,644,986)	(4,597,166)
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	1,971,747
Total other financing sources (uses):	<u>-</u>	<u>-</u>	<u>1,971,747</u>
Net change in fund balance	<u>\$ (321,627)</u>	<u>\$ (1,644,986)</u>	<u>\$ (2,625,419)</u>

STORM WATER FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	Prior YTD 10/31/21	Current YTD 10/31/22	Budget FY 2023
REVENUES:			
Storm Water Fees	\$ 49,435	\$ 51,254	\$ 203,445
Other	30,000	-	-
Total revenues	<u>79,435</u>	<u>51,254</u>	<u>203,445</u>
EXPENDITURES:			
Personnel expenses	(18,120)	(16,427)	(58,288)
General and administrative	(2,232)	(3,129)	(28,060)
Capital	(492)	(45,254)	(310,000)
Total expenditures	<u>(20,844)</u>	<u>(64,810)</u>	<u>(396,348)</u>
OTHER FINANCING SOURCES/USES			
Transfers in from General Fund	-	-	-
Net change in fund balance	<u>\$ 58,591</u>	<u>\$ (13,556)</u>	<u>\$ (192,903)</u>

SOLID WASTE FUND
STATEMENT OF REVENUES AND EXPENDITURES
FOR THE FYTD PERIOD ENDED
OCTOBER 31, 2022

	Prior YTD 10/31/21	Current YTD 10/31/22	Budget FY 2023
REVENUES:			
Solid waste collection fees	\$ 329,459	\$ 343,012	\$ 1,341,014
Grant revenues	-	-	-
Other	890	455	1,500
Total revenues	<u>330,349</u>	<u>343,467</u>	<u>1,342,514</u>
EXPENDITURES:			
Personnel expenditures	(47,898)	(28,723)	(92,370)
General and administrative	(17,814)	(19,975)	(100,255)
Contracted services	(284,601)	(274,755)	(1,055,000)
Capital	(53,833)	-	(290,000)
Total expenditures	<u>(404,146)</u>	<u>(323,453)</u>	<u>(1,537,625)</u>
Net change in fund balance	<u>\$ (73,797)</u>	<u>\$ 20,014</u>	<u>\$ (195,111)</u>

APPENDIX A – BUDGETARY TRANSFERS - CUMULATIVE



EXHIBIT A - CUMULATIVE BUDGET TRANSFERS FYTD AS OF 10-31-22

Fnd T Acct Obj Prj Loc Prg	Account Level Description	2022-23 Original Budget	2022-23 Budget Carry Fwd	2022-23 Budget Revisions	2022-23 Budget Transfers	2022-23 Revised Budget
110 E 41000 121 000 00000 00C	GOV - Regular Employee Wages	52,244.00	0.00	0.00	-25,038.00	27,206.00
110 E 41000 259 000 00000 00C	GOV - Other Professional Servi	25,000.00	0.00	0.00	-9,550.00	15,450.00
110 E 41000 266 000 00000 00C	GOV - Repair & Maintenance Bui	20,000.00	0.00	0.00	9,998.00	29,998.00
110 E 41000 290 000 00000 00C	GOV - Contracted Service	65,000.00	0.00	0.00	-9,998.00	55,002.00
110 E 41000 299 000 00000 00C	GOV - Contingency	1,500.00	0.00	0.00	-395.64	1,104.36
110 E 41000 951 000 00000 00C	GOV - Furn & Fixtures	0.00	15,521.21	0.00	9,550.00	25,071.21
110 E 41500 111 000 00000 00C	FIN - Salary	99,258.00	0.00	0.00	91,824.00	191,082.00
110 E 41500 121 000 00000 00C	FIN - Regular Employee Wages	149,271.00	0.00	0.00	-108,555.00	40,716.00
110 E 41500 123 000 00000 00C	FIN - Overtime Wages	1,016.00	0.00	0.00	-739.00	277.00
110 E 41500 148 000 00000 00C	FIN - Education/Training	5,500.00	0.00	0.00	-1,400.00	4,100.00
110 E 41500 280 000 00000 00C	FIN - Travel	4,500.00	0.00	0.00	-350.00	4,150.00
110 E 41500 290 000 00000 00C	FIN - Contracted Service	0.00	0.00	0.00	15,000.00	15,000.00
110 E 41500 299 000 00000 00C	FIN - Contingency	1,000.00	0.00	0.00	-1,000.00	0.00
110 E 41500 951 000 00000 00C	FIN - Furn & Fixtures	0.00	0.00	0.00	2,750.00	2,750.00
110 E 41670 148 000 00000 00C	ENG - Education/Training	2,500.00	0.00	0.00	-800.00	1,700.00
110 E 41670 280 000 00000 00C	ENG - Travel	3,500.00	0.00	0.00	800.00	4,300.00
110 E 41672 111 000 00000 00C	INS - Salary	0.00	0.00	0.00	51,756.00	51,756.00
110 E 41672 121 000 00000 00C	INS - Regular Employee Wages	120,915.00	0.00	0.00	-49,686.00	71,229.00
110 E 41672 123 000 00000 00C	INS - Overtime Wages	1,234.00	0.00	0.00	-507.00	727.00
110 E 41672 148 000 00000 00C	INS - Education/Training	2,750.00	0.00	0.00	-560.00	2,190.00
110 E 41672 280 000 00000 00C	INS - Travel	1,500.00	0.00	0.00	560.00	2,060.00
110 E 41700 111 000 00000 00C	PLN - Salary	65,192.00	0.00	0.00	120,384.00	185,576.00
110 E 41700 121 000 00000 00C	PLN - Regular Employee Wages	124,286.00	0.00	0.00	-116,288.00	7,998.00
110 E 41700 123 000 00000 00C	PLN - Overtime Wages	1,794.00	0.00	0.00	-1,794.00	0.00
110 E 41700 254 000 00000 00C	PLN - Arch/Eng/Landscape Serv	150,000.00	0.00	0.00	-8,000.00	142,000.00
110 E 41700 951 000 00000 00C	PLN - Furniture & Fixtures	0.00	0.00	0.00	8,000.00	8,000.00
110 E 41701 111 000 00000 00C	ECD - Salary	21,731.00	0.00	0.00	17,345.00	39,076.00
110 E 41701 121 000 00000 00C	ECD - Regular Employee Wages	15,980.00	0.00	0.00	-15,980.00	0.00
110 E 41701 123 000 00000 00C	ECD - Overtime Wages	598.00	0.00	0.00	-598.00	0.00
110 E 41710 111 000 00000 00C	CDE - Salary	0.00	0.00	0.00	43,828.00	43,828.00
110 E 41710 121 000 00000 00C	CDE - Regular Employee Wages	42,952.00	0.00	0.00	-42,952.00	0.00
110 E 41710 123 000 00000 00C	CDE - Overtime Wages	292.00	0.00	0.00	-292.00	0.00
110 E 41711 111 000 00000 00C	ITS - Salary	94,515.00	0.00	0.00	87,149.00	181,664.00
110 E 41711 121 000 00000 00C	ITS - Regular Employee Wages	109,835.00	0.00	0.00	-90,192.10	19,642.90
110 E 41711 123 000 00000 00C	ITS - Overtime Wages	361.00	0.00	0.00	-361.00	0.00
110 E 41711 948 000 00000 00C	IS - Computer Upgrades	37,735.00	2,072.00	0.00	390.00	40,197.00
110 E 41711 951 000 00000 00C	ITS - Furniture & Fixtures	5,000.00	0.00	0.00	3,071.10	8,071.10
110 E 43000 121 000 00000 00C	PW - Regular Employee Wages	298,396.00	0.00	0.00	16,118.00	314,514.00
110 E 44400 290 475 00000 00C	REC - Contracted Svc - Y Footb	7,500.00	0.00	0.00	-2,000.00	5,500.00
110 E 44400 326 475 00000 00C	REC - Uniforms - Y Football	5,000.00	0.00	0.00	2,000.00	7,000.00
110 E 44710 111 000 00000 00C	PRK - Salary	90,979.00	0.00	0.00	134,232.00	225,211.00
110 E 44710 121 000 00000 00C	PRK - Regular Employee Wages	242,799.00	0.00	0.00	-127,725.00	115,074.00
110 E 44710 923 000 00000 00C	PRK - Park Development	140,000.00	7,366.00	0.00	-47,600.00	99,766.00
110 E 44710 944 000 00000 00C	PRK - Vehicles	0.00	0.00	0.00	47,600.00	47,600.00
110 E 51923 762 000 00000 00C	Capital Trans to LSS	0.00	0.00	81,194.00	5.64	81,199.64
416 E 46000 111 000 00000 00C		0.00	0.00	0.00	17,252.00	17,252.00
416 E 46000 121 000 00000 00C	STW - Regular Employee Wages	40,305.00	0.00	0.00	-16,562.00	23,743.00
416 E 46000 123 000 00000 00C	STW - Overtime Wages	412.00	0.00	0.00	-169.00	243.00
416 E 46000 142 000 00000 00C	STW - Insurance	8,936.00	0.00	0.00	-521.00	8,415.00
424 E 43260 121 000 00000 00C	SDW - Regular Employee Wages	60,913.00	0.00	0.00	645.00	61,558.00
424 E 43260 299 000 00000 00C	SDW - Contingency	1,000.00	0.00	0.00	-645.00	355.00

Shelby County Sheriff's Office

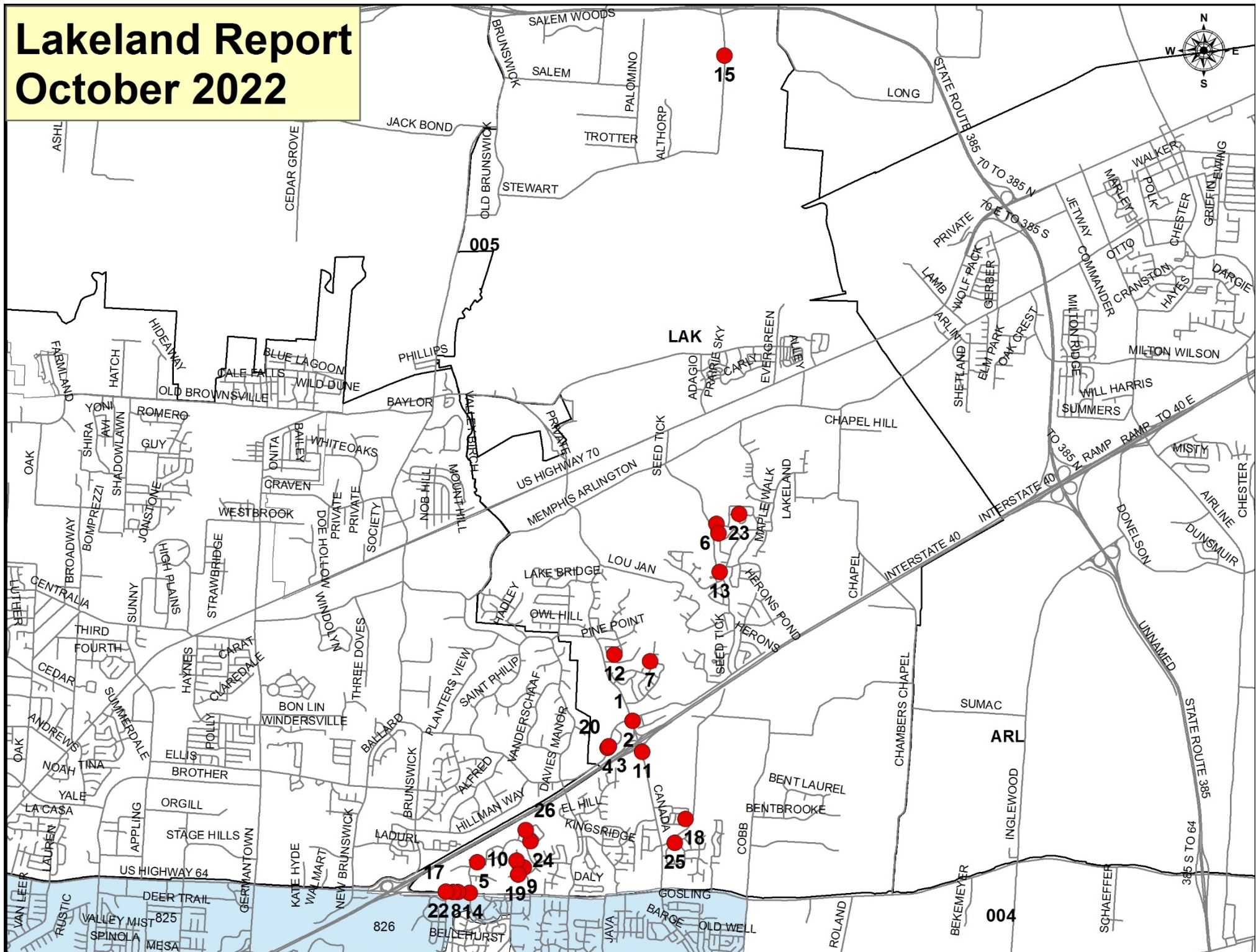


Crime Report

Lakeland, TN 38002

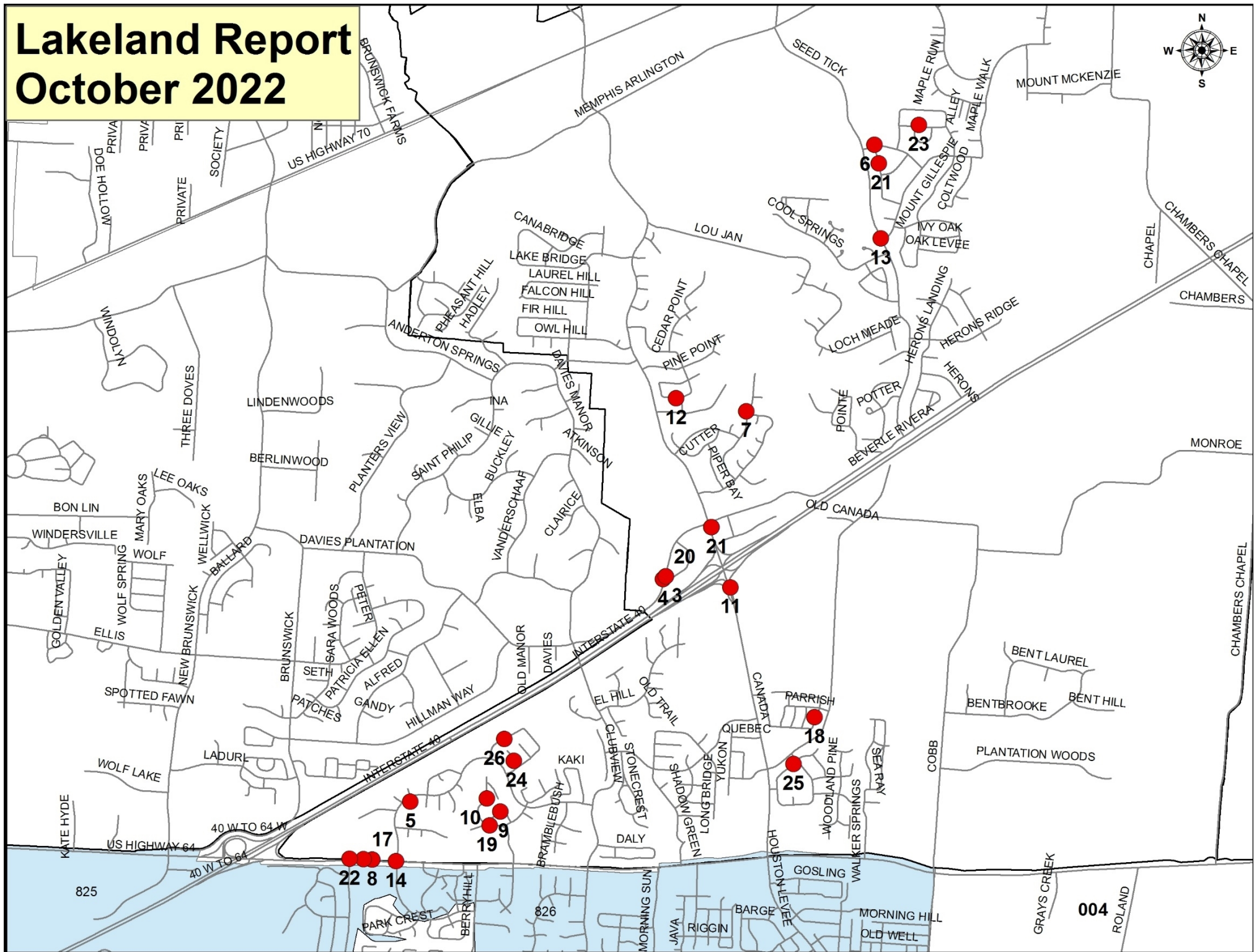
October 2022

Lakeland Report October 2022



Lakeland Report

October 2022



Incident Table

ID #	CASE_NUMBER	DEPT. CODE	METHOD OF ENTRY	DATE OF REPORT
1	2210000100SH	Drug Equipment Violation		10/1/22 15:26
2	2210000100SH	Drugs/Narcotics Violation/Felony		10/1/22 15:26
3	2209001627SH	Intimidation		10/1/22 12:00
4	2210000106SH	Theft from Motor Vehicle	BROKE FRONT DOOR	10/1/22 15:45
5	2210000499SH	Burglary/Residential	THROUGH UNLOCKED WINDOW SIDE WINDOW	10/8/22 18:12
6	2210000434SH	Child Abuse Simple		10/7/22 8:00
7	2210000159SH	MVT/Passenger Vehicle	THROUGH UNLOCKED DOOR FRONT DOOR	10/2/22 21:00
8	2210000218SH	Shoplifting/Misdemeanor	LAWFUL FRONT DOOR	10/3/22 19:00
9	2210000412SH	Simple Assault/DV		10/7/22 3:05
10	2210000299SH	Simple Assault/DV		10/5/22 5:35
11	2210000451SH	Theft from Building	THROUGH UNLOCKED DOOR FRONT DOOR	10/7/22 20:45
12	2210000610SH	Impersonation		10/8/22 8:00
13	2210000863SH	Other Larceny/Access Device		10/16/22 11:56
14	2210000733SH	Recovery/Foreign with Arrest		10/12/22 20:40
15	2210000831SH	Vandalism/Misdemeanor		10/15/22 2:18
16	2210000937SH	Aggravated Assault		10/17/22 15:20
17	2210001150SH	Embezzlement		10/2/22 11:00
18	2210001071SH	Intimidation/DV		10/19/22 21:00
19	2210000959SH	Theft & Recovery/Passenger Vehicle	BROKE SIDE WINDOW	10/17/22 23:30
20	2210001191SH	Theft from Motor Vehicle	BROKE REAR WINDOW	10/21/22 16:10
21	2210001012SH	Threatening Phone Call		10/15/22 22:30
22	2210001308SH	Burglary/Business	BROKE REAR DOOR	10/24/22 2:25
23	2210001594SH	Drugs/Narcotics Violation/Misdemeanor		10/29/22 10:30
24	2210001475SH	False Pretenses/Swindle/Confidence Game		10/24/22 8:00
25	2210001480SH	MVT/Passenger Vehicle		10/27/22 9:40
26	2210001473SH	Other Larceny/Access Device		10/24/22 8:00

Incident Count

Row Labels ▼	Count of Dept_Code_
Aggravated Assault	1
Burglary/Business	1
Burglary/Residential	1
Child Abuse Simple	1
Drug Equipment Violation	1
Drugs/Narcotics Violation/Felony	1
Drugs/Narcotics Violation/Misdemeanor	1
Embezzlement	1
False Pretenses/Swindle/Confidence Game	1
Impersonation	1
Intimidation	1
Intimidation/DV	1
MVT/Passenger Vehicle	2
Other Larceny/Access Device	2
Recovery/Foreign with Arrest	1
Shoplifting/Misdemeanor	1
Simple Assault/DV	2
Theft & Recovery/Passenger Vehicle	1
Theft from Building	1
Theft from Motor Vehicle	2
Threatening Phone Call	1
Vandalism/Misdemeanor	1
Grand Total	26

END OF PRESENTATION



**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**

DRAFT

- 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

DRAFT

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

DRAFT

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.



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

DRAFT

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

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

4. **Resolution** – 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



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

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



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

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

DRAFT

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

Meeting Cycle: Thursday, November 10, 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

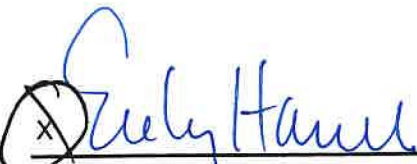


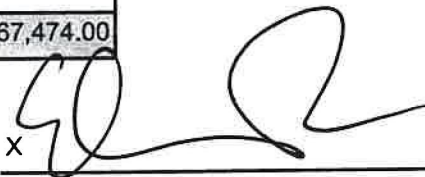
Purchase Agreement

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

Meeting Cycle: Thursday, November 10, 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 10, 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.

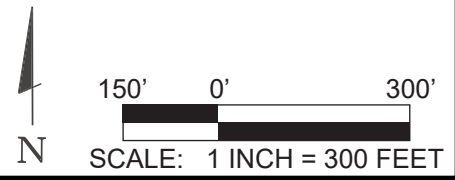


LEGEND

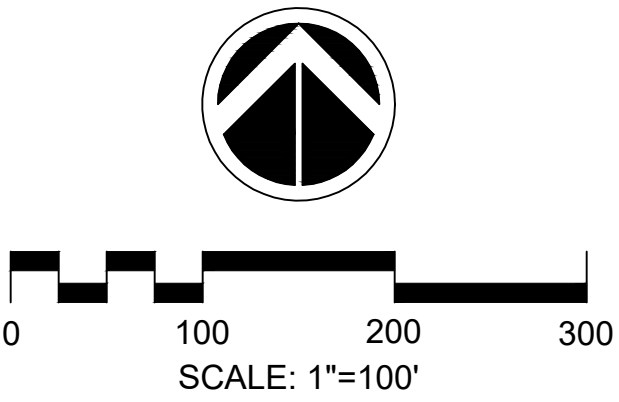
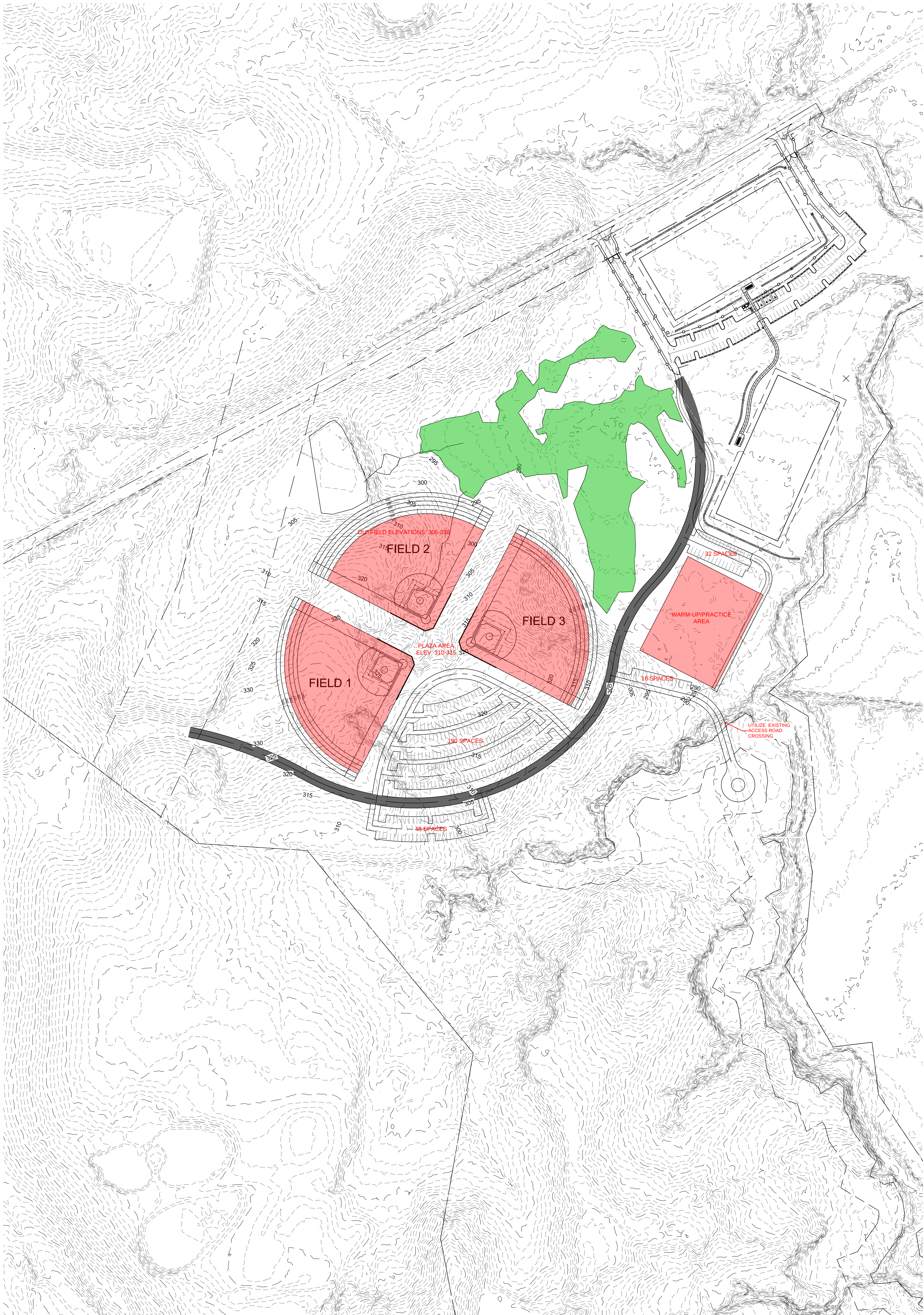
- A. BASEBALL FIELD (TYP)
- B. PARKING (TYP)
- C. MULTI-PURPOSE FIELD (375'x160')
- D. PLAYGROUND
- E. PICNIC PAVILION (TYP)
- F. DISC GOLF
- G. TRAIL HEAD
- H. ROPES COURSE
- I. SKATE PARK
- J. POTENTIAL FUTURE ENTRY ROAD
- K. SCOTT'S CREEK GREENWAY PATH
- L. FUTURE CONNECTION TO COOL SPRINGS PARK TRAIL
- 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 10, 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 10, 2022

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

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve resolution R-124-2022.

BUDGET IMPACT

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

DISCUSSION

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

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

The Industrial Development Board approved an Amended and Restated Development and Finance Agreement with Lakeland Commons, LLC on November 1, 2022 which requires the developer to reimburse the City for the cost of the design of the signal.

RESOLUTION R-124-2022

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

- WHEREAS,** the Lakeland Town Square Planned Development traffic study warranted a traffic signal at Highway 70 and Seed Tick Road; and,
- WHEREAS,** the State of Tennessee Department of Transportation requires the intersection be widened to include a protected left turn lane; and,
- WHEREAS,** the City of Lakeland is managing the signal project due to the right of way acquisition that will be required; and,
- WHEREAS,** the City issued a Request for Qualifications in June 2022 for design services related to the Hwy 70 and Seed Tick Traffic Signal; and,
- WHEREAS,** the Consultant Selection Committee selected Cannon and Cannon, Inc. based on their qualifications, experience with local signal projects and the overall quality of the proposal; and,
- WHEREAS,** all design related costs will be reimbursed by the Developer, Lakeland Town Center, LLC according to the Amended and Restated Development and Finance agreement approved by the Lakeland Industrial Development Board November 1, 2022:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized to execute a professional services contract with Cannon and Cannon, Inc. in the amount of seventy thousand six hundred dollars (\$70,600) for the design of a traffic signal at Highway 70 and Seed Tick Road.

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

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

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

WITNESSETH:

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

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

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

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

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

1. SCOPE OF SERVICES:

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

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

2. TIME OF PERFORMANCE:

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

3. COMPENSATION:

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

4. METHOD OF PAYMENT:

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF AGREEMENT:

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

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

DATED THIS day of , 2022.

APPROVED AS TO FORM:

CONTRACTOR:

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

ATTEST:

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

Debra Murrell
City Recorder

Mike Cunningham
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNERSHIP OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to, or prepared or assembled by the Consultant under this Contract, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.

8. GOVERNING LAW:

This Contract has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Tennessee. The Consultant shall also comply with all applicable laws, ordinances, and codes of the Federal, State, or local governments and shall not trespass on any public or private property in performing any of the work embraced by the Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City of Lakeland. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable State or Federal laws.

10. SUB-CONSULTANT:

The Consultant shall not employ any Sub-consultant to perform any services in the scope of this project, unless said Sub-consultant is approved in writing by the Owner. Said Sub-consultant shall be paid by the Consultant.

11. INSURANCE:

Prior to commencement of work, Consultant shall procure and maintain, with insurer acceptable to the owner, the following minimum insurance protecting the Consultant and Owner against liability from damages because of injuries, including death suffered by persons, including employees of the Owner, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of the contract.

LIMITS

A.	Worker's Compensation	Statutory
B.	Comprehensive General Liability Premises/Operations Products/Completed Operations Contractual Liability	\$500,000 Per occurrence
C.	Professional Liability/Errors and Omissions	\$500,000

Consultant shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning any work under this agreement. Such certificates shall provide the thirty (30) days advance written notice to Owner of cancellation, material change, reduction of coverage, or non-renewal, and shall list the City of Lakeland as an additional insured.

In addition, Consultant shall provide Owner with copies of insurance policies and/or policy endorsements listing the City of Lakeland as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

Consultant agrees to forever indemnify the City and hold it harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from negligence of the Consultant.

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties hereto that Consultant shall perform all the services to be provided hereunder for the compensation set forth hereinabove. Consultant also agrees that it is the specific intent of the parties hereto, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner by Resolution of its governing body. Consultant agrees that it has made a careful examination of the services to be rendered hereunder, and that the Contract price set forth hereinabove is adequate compensation for all the services to be rendered under the terms of this Contract.

14. GOVERNMENTAL TORT LIABILITY ACT:

The City does not waive any right or rights it may have pursuant to the Tennessee Governmental Tort Liability Act, , Tennessee Code Annotated § 20-29-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have including those found in the Tennessee Governmental Tort Liability Act.

July 29, 2022

Ms. Emily Harrell P.E.
City Engineer
City of Lakeland
10001 US 70
Lakeland, Tennessee 38002

**RE: Scope of Services and Fee Proposal
 US 70/Seed Tick Road Signalization and Roadway Design**

Dear Emily:

Cannon & Cannon, Inc. (CCI) is pleased to submit this Scope of Services and Fee Proposal for professional engineering services associated with the US 70/Seed Tick Road Signalization and Intersection Modification design. CCI responded to a Request for Qualifications from the City of Lakeland seeking qualified firms to perform engineering services for this project. The City of Lakeland subsequently chose CCI, along with CCI's teaming partners, THY, Inc., to perform engineering services for this project. This effort will include project management, engineering analysis documentation, field survey, and data collection, capacity analysis, traffic signal design, pre-bid services, bid phase services, construction phase services, and signal timing plans and fine-tuning.

PROJECT OVERVIEW

The engineering services for this project will generally include the survey, analysis, design, and signal timing of a new traffic signal for the US 70/Seed Tick Road intersection.

A detailed description of the Scope of Services, Fee, and Schedule is listed on the following pages.

TASK 1 – PROJECT MANAGEMENT

Task 1 will be an ongoing task throughout the project, which will include coordination, status meeting coordination, preparation of meeting minutes, general project management, and accounting activities. The meetings will include a Project Kickoff Meeting as well as status update meetings at various milestone points throughout the project.

TASK 2 – FIELD SURVEY AND DATA COLLECTION

Task 2.1 – Topographic Survey:

1. The survey shall be tied to the Tennessee State Plane Coordinate System NAD83 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
2. The survey shall be tied to NAVD88 by VRS RTK GPS methods by using the Tennessee Department of Transportation GNSS Network.
3. Topographic survey in accordance with the technical standards of the State of Tennessee at the time the survey is performed.

4. The survey limits are shown by the bold yellow line on the attached Exhibit A. The survey limits along Highway 70 shall be a 100 feet wide section centered on the existing centerline. The outline of the bridge will be shown for reference only. Topographic information will not be gathered on the ditch, as it is at the western extent of the survey limits.
5. The survey limits along Seed Tick Road shall be 80 feet wide centered on the existing centerline, and shall extend southward approximately 400 feet from the centerline intersection of Seed Tick Road and Highway 70.
6. Property lines shall be shown as per the record documents and found property monuments. Full boundary surveys will not be performed on the properties along Highway 70.
7. Only easements shown on the record documents shall be shown on the survey.
8. Above ground, visible utilities shall be shown on the survey.
9. Only those underground utility marks by the utility owners based upon a Tennessee One Call locate request and utility maps obtained from local utility companies shall be shown.
10. Utility marks placed by a private utility location company will be located and shown on the survey.
11. Sewer and drainage invert information within the survey area within the survey area Highway 70-Seed Tick Road Survey Proposal.docx 1760 Moriah Woods Blvd., Suite 1, Memphis, TN 38117 Tel: 901-362.3300 Fax: 901-685.1912 shall be shown on the survey.
12. The contour interval for this survey will be 1-foot contours, with key spot elevations noted as determined during the survey.
13. Individual trees will not be shown. Groups of trees will be shown as tree lines or groups of trees.
14. It is anticipated that approximately eight (8) right of way/easement plats will be required once the turning lane design has been sufficiently developed. This is included in this scope of services. Property corners will not be set as a part of any right-of-way acquisitions.
15. The survey shall be drafted at a plot scale of 1"=20'.

Deliverables:

- **Topographic Survey plotted at 1" = 20" scale**
- **Up to eight (8) ROW/easement plats for use in acquisition**

Task 2.2 – Field Inventory:

CCI will conduct a field inventory visit to the intersection. During this field visit, CCI will verify the existing physical features from the field survey and inventory. CCI will note speed limits and adjacent land uses. Potential locations for the controller cabinet and signal poles will be identified. CCI will observe existing traffic operations and identify any operational deficiencies associated with the geometric layout of the intersection.

Task 2.3 – Traffic Counts:

CCI will perform intersection turning movement counts for all intersection approaches. Traffic counts will be summarized in 15-minute increments and summarized by peak hours to evaluate capacity, evaluate signal operations, and develop signal timing plans. Traffic counts will be conducted for up to 8 hours on a typical weekday at each intersection.

Deliverables:

- Intersection turning movement counts

TASK 3 – CAPACITY ANALYSIS

CCI will estimate peak hour volumes for the intersection for the design year (determined by the City) or approximately five years after the anticipated construction completion year. The projected turning movement volumes will be estimated using the growth rates from historic traffic counts on adjacent roadway segments. The estimated turning movement volume will be used to develop the proposed traffic signal design and signal phasing.

CCI will develop an intersection operations analysis model using *Synchro* / *SimTraffic* software. An operations analysis will be performed consistent with the current *Highway Capacity Manual*. Based on the results, appropriate left turn phasing and the applicability of right turn overlaps will be evaluated. Queuing analyses will also be conducted based on the recommended signal phasing. The adequacy of the existing storage length for left turn lanes will be determined. CCI will deliver the *Synchro* / *SimTraffic* files to the City for review.

Deliverables:

- *Synchro* / *SimTraffic* analysis files
- Memorandum summarizing the analysis results and proposed signal phasing

TASK 4 – TRAFFIC SIGNAL DESIGN

CCI will prepare traffic signal design plans for the intersection in accordance with MUTCD, TDOT, and City of Lakeland standards. CCI will contact the City with any questions on plan formatting. The information shown in the traffic signal plan set shall include, but is not limited to, the following:

- Signal pole and mast arm layout
- Controller cabinet layout
- Signal head displays
- Push button orientation and phase assignment (if required)
- Vehicle detection layout
- Signal head and detection zone identification
- Pull box and conduit layout
- Wiring and conduit diagram
- Phasing diagram
- Sequence chart
- Display wiring schematic
- Curb ramp and pedestrian crossing layout (if required)
- Sign and marking details
- Traffic control plans

Task 4.1 – ROW Plans:

ROW Field Review plans will be submitted to the City and TDOT for review and comment. CCI will incorporate these comments and will submit Final ROW plans to both agencies. ROW plans will also be submitted to local utilities to determine potential conflicts with their facilities. ROW plan submittals will be in electronic PDF format, and hard copy plan sets will be provided upon request.

Task 4.2 – Construction Plans:

CCI will develop construction plans, which will include quantities, standard drawings, special notes, and other details not yet developed with ROW plans. A Construction Field Review plan set will be submitted to the City and TDOT for review and comment. CCI will incorporate these comments and will submit Final Construction plans to both agencies. Construction plan submittals will be in electronic PDF format, and hard copy plan sets will be provided upon request.

Deliverables:

- ROW Field Review Plans
- Final ROW Plans
- Construction Field Review Plans
- Final Construction Plans
- CAD files of final construction plans

Task 4.3 – Geometric Design (Turn Lanes on US 70)

The project consists of widening US 70 to establish a westbound left turn lane at Seed Tick Road and a transition taper on the west side of Seed Tick Road. The eastbound approach to the intersection has already been improved along the frontage of the Lakeland Town Center development. The westbound left turn lane length and the transition will be based on existing turning movement counts and future traffic projections.

The design effort will also include an iterative process for maximizing the proposed turn lane dimensions within the existing right-of-way while minimizing the impacts on the adjacent properties.

TASK 5 – PRE-BID SERVICES**Task 5.1 – Utility Coordination:**

For all utility companies who indicate that they own facilities in the project area, CCI will submit utility coordination letters and Final ROW plans for the utilities to determine potential conflicts. Should conflicts arise, CCI will coordinate with utilities to mitigate the conflict or relocate their facilities. It is anticipated that utility companies will hire their consultant to perform relocation design.

CCI will package all utility correspondence together and will submit a Utility Certification letter to the City of Lakeland.

Task 5.2 – ROW:

CCI will submit Final ROW plans to the City and the TDOT Region 4 ROW Office for review in determining ROW impacts. ROW acquisitions and/or easements will be needed on this project. It is anticipated that up to eight (8) properties could be impacted. The CCI team will prepare ROW/easement plats (as needed) for the properties where acquisition is required.

Task 5.3 – Technical Special Provisions:

It is anticipated that no technical special provisions will be required beyond the specifications already developed by TDOT and the City of Lakeland. It is also anticipated that no new proprietary item requests will be needed with this project.

Task 5.4 – Construction Cost Estimate:

CCI will develop estimated quantities for the project with unit costs and will determine an engineer's estimate of probable construction cost. A preliminary construction cost estimate will be submitted with the Final ROW plans, and the final construction cost estimate will be submitted with stamped Construction plans.

Task 5.6 – Bid Book and Advertisement to Bid:

CCI will prepare a bid book contract proposal and advertisement to bid based on the City of Lakeland's requirements. A draft bid book and advertisement to bid will be submitted to the City of Lakeland to get approval for the Construction Phase Notice to Proceed.

Deliverables:

- ROW documents
- Preliminary construction cost estimate
- Final construction cost estimate
- Draft advertisement to bid
- Draft bid book

TASK 6 – BID PHASE SERVICES

Upon receiving the Notice to Proceed to Construction Phase, CCI will finalize the advertisement to bid and bid book. CCI will submit the final bid advertisement to the City of Lakeland and will create hard copies of the bid book to be picked up by bidders. CCI will also conduct the pre-bid meeting, respond to bidders' questions, and prepare bid addenda as needed. CCI will be present at the bid opening and will tabulate contractors' bids. CCI will prepare a recommendation of award letter for review and concurrence from the City.

Deliverables:

- Final advertisement to bid
- Final bid book
- Addenda (as needed)
- Bid tabulations
- Recommendation of award letter

TASK 7 – CONSTRUCTION PHASE SERVICES

CCI will attend the pre-construction conference and will assist the City in responding to issues that arise at the meeting related to design. CCI will respond to contractor questions related to design during construction and will assist the City in preparing documents for design changes if necessary.

Construction Engineering & Inspection (CEI) is not included in the scope of services; however, it may be added as Additional Services at a later time at the request of the City.

TASK 8 – SIGNAL TIMING PLANS AND FINE-TUNING**Task 8.1 – Signal Timing Development:**

CCI will develop basic intersection timing. These time values include, but are not limited to, minimum green, passage, yellow change, red clearance, walk, flashing don't walk, max green 1, and max green 2. Volume density and/or max 3 timing will be developed if required.

CCI will develop coordination timings at the intersection. These settings will be based on the existing time of day and cycle length settings of the adjacent traffic signal at US 70/Canada Road. CCI will develop splits and offsets to fit this new signal in the existing signal system.

CCI will submit coding sheets to the City for review and comment.

Task 8.2 – Field Fine Tuning:

Upon final acceptance and activation of the traffic signals, CCI will conduct field fine-tuning of the proposed signal timings to provide efficient traffic signal operations. The field fine-tuning work will be conducted for the AM peak, the PM peak, and the midday/off-peak periods during a typical work day. Finalized signal timings will be submitted to the City of Lakeland after the field fine-tuning work.

Deliverables:

- Draft coding sheets for review
- Final proposed signal timing coding sheets before implementation
- Final signal timing coding sheets after implementation
- Final *Synchro* files

TASK 9 – ADDITIONAL SERVICES

The following services are not included in the scope of services but can be provided as additional services if authorized by the City of Lakeland. Compensation for additional services will be agreed upon before their performance.

- Attendance at public hearings
- Attendance at additional meetings and/or field visits during the Construction Phase
- Construction Engineering and Inspection (CEI)
- Other services as requested

Fee:

The fee development is as follows:

Survey (Topo, base plotting and acquisition plats)	\$27,000
Geometric Design	\$17,000
Signal Design (and specifications)	\$21,600
<u>Bid Phase Services</u>	<u>\$ 5,000</u>
Total	\$70,600

We will invoice this amount on a lump sum basis, with monthly invoices to be issued by estimates of the percent complete of the project.

Regarding the project schedule, we anticipate the following major milestone dates:

Notice-To-Proceed	September 1, 2022
Field Survey/Validation	September 15 – October 15, 2022
Geometric Design	October 15 – December 15, 2022
Signal Design	December 15, 2022 – February 15, 2023
ROW/Easement Plat Development	December 15, 2022 – February 15, 2023
Final Construction Plan Submission	March 1, 2023

If the outlined terms of this proposed budget supplement agreement are acceptable, please have this document signed in the space provided and return a copy via e-mail for our records.

Please do not hesitate to give me a call if you have questions or require additional information.

Sincerely,



Wain Gaskins, P.E.
Vice President

Attachment:

Accepted Printed Name

Signature

Date



Board of Commissioners

Meeting Cycle: Thursday, November 10, 2022

Subject: **Resolution** - acknowledging filing of form CT-0253. *Sponsored by Carlin Stuart*

Staff Contact: Carlin Stuart, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-126-2022.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

This is a required State of Tennessee form for debt obligations, and is related to the application for SRF debt financing of the sewer interceptor project. This resolution simply acknowledges receipt and filing.

RESOLUTION R-126-2022

ACKNOWLEDGING FILING OF FORM CT-0253

WHEREAS, the City of Lakeland ("City") was approved for a fifteen million dollar (\$15,000,000) State of Tennessee ("State") Revolving Fund Loan on 10/19/2022 for the Clear Creek interceptor project and is required to file a debt obligation Form CT-0253; and,

WHEREAS, the CT-0253 form filing is required to be presented to the Lakeland Board of Commissioners prior to filing with the State:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the CT-0253 form related to the Clear Creek interceptor project has been presented and recorded in the meeting minutes.

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

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

1. Public Entity:

Name: _____

Address _____

Debt Issue Name: _____

If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount:

\$ _____

Premium/Discount: \$ _____

3. Interest Cost:

_____ %

☐ Tax-exempt☐ Taxable☐ TIC ☐ NIC☐ Variable: Index _____ plus _____ basis points; or☐ Variable: Remarketing Agent _____☐ Other: _____**4. Debt Obligation:**☐ TRAN ☐ RAN ☐ CON☐ BAN ☐ CRAN ☐ GAN☐ Bond ☐ Loan Agreement☐ Financing Lease

If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Division of Local Government Finance ("LGF").

5. Ratings:☐ Unrated

Moody's _____

Standard & Poor's _____

Fitch _____

6. Purpose:☐ General Government _____ %☐ Education _____ %☐ Utilities _____ %☐ Other _____ %☐ Refunding/Renewal _____ %**BRIEF DESCRIPTION**_____

_____**7. Security:**☐ General Obligation☐ General Obligation + Revenue/Tax☐ Revenue☐ Tax Increment Financing (TIF)☐ Annual Appropriation (Financing Lease Only)☐ Other (Describe): _____**8. Type of Sale:**☐ Competitive Public Sale☐ Interfund Loan _____☐ Negotiated Sale☐ Loan Program _____☐ Informal Bid**9. Date:**

Dated Date: _____

Issue/Closing Date: _____

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

10. Maturity Dates, Amounts and Interest Rates *:

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

If more space is needed, attach an additional sheet.

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

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

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

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$	
Legal Fees	\$	
Bond Counsel	\$	
Issuer's Counsel	\$	
Trustee's Counsel	\$	
Bank Counsel	\$	
Disclosure Counsel	\$	
_____ Paying Agent Fees	\$	
Registrar Fees	\$	
Trustee Fees	\$	
Remarketing Agent Fees	\$	
Liquidity Fees	\$	
Rating Agency Fees	\$	
Credit Enhancement Fees	\$	
Bank Closing Costs	\$	
Underwriter's Discount _____%		
Take Down	\$	
Management Fee	\$	
Risk Premium	\$	
Underwriter's Counsel	\$	
Other expenses	\$	
Printing and Advertising Fees	\$	
Issuer/Administrator Program Fees	\$	
Real Estate Fees	\$	
Sponsorship/Referral Fee	\$	
Other Costs _____	\$	
TOTAL COSTS	\$	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-134)

12. Recurring Costs:☐ No Recurring Costs

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

13. Disclosure Document / Official Statement:☐ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

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

☐ Yes☐ No

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

☐ Yes☐ No

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

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

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

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

☐ Yes☐ No**16. Written Derivative Management Policy:**☐ No derivative

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

Date of Letter of Compliance for derivative _____

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

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body: _____ on _____ and presented at public meeting held on _____

Copy to Director, Division of Local Govt Finance: _____ on _____ either by:

☐ Mail to:Cordell Hull Building
425 Rep. John Lewis Parkway N., 4th Floor
Nashville, TN 37243-3400

OR

☐ Email to:LGF@cot.tn.gov**18. Signatures:**

	AUTHORIZED REPRESENTATIVE	PREPARER
Name	_____	_____
Title	_____	_____
Firm	_____	_____
Email	_____	_____
Date	_____	_____

Lakeland SRF 2022-476

PRINCIPAL \$ 15,000,000
 RATE OF INTEREST 2.78%
 MONTHS 240
 MONTHLY DEBT SERVICE \$ 81,547 *
 TOTAL INTEREST \$ 4,571,444
 TOTAL DEBT SERVICE \$ 19,571,444
 ADMINISTRATIVE FEE 0.08%

PERIOD	BEGINNING PRINCIPAL BALANCE	PRINCIPAL REQUIREMENT (PER MONTH)	INTEREST REQUIREMENT (PER MONTH)	TOTAL DEBT SERVICE REQUIREMENT (PER MONTH)	ADMINISTRATIVE FEE DUE (PER MONTH)	TOTAL PAYMENT DUE (PER MONTH)	ENDING PRINCIPAL BALANCE
July-2023 TO June-2024	\$ 15,000,000	\$ 47,398	\$ 34,149	\$ 81,547	\$ 983	\$ 82,530	\$ 14,431,224
July-2024 TO June-2025	14,431,224	48,732	32,815	81,547	944	82,491	13,846,440
July-2025 TO June-2026	13,846,440	50,104	31,443	81,547	905	82,452	13,245,192
July-2026 TO June-2027	13,245,192	51,515	30,032	81,547	864	82,411	12,627,012
July-2027 TO June-2028	12,627,012	52,966	28,581	81,547	822	82,369	11,991,420
July-2028 TO June-2029	11,991,420	54,457	27,090	81,547	780	82,327	11,337,936
July-2029 TO June-2030	11,337,936	55,991	25,556	81,547	735	82,282	10,666,044
July-2030 TO June-2031	10,666,044	57,567	23,980	81,547	690	82,237	9,975,240
July-2031 TO June-2032	9,975,240	59,188	22,359	81,547	643	82,190	9,264,984
July-2032 TO June-2033	9,264,984	60,855	20,692	81,547	595	82,142	8,534,724
July-2033 TO June-2034	8,534,724	62,568	18,979	81,547	546	82,093	7,783,908
July-2034 TO June-2035	7,783,908	64,330	17,217	81,547	495	82,042	7,011,948
July-2035 TO June-2036	7,011,948	66,141	15,406	81,547	443	81,990	6,218,256
July-2036 TO June-2037	6,218,256	68,003	13,544	81,547	390	81,937	5,402,220
July-2037 TO June-2038	5,402,220	69,918	11,629	81,547	335	81,882	4,563,204
July-2038 TO June-2039	4,563,204	71,887	9,660	81,547	278	81,825	3,700,560
July-2039 TO June-2040	3,700,560	73,911	7,636	81,547	220	81,767	2,813,628
July-2040 TO June-2041	2,813,628	75,992	5,555	81,547	160	81,707	1,901,724
July-2041 TO June-2042	1,901,724	78,132	3,415	81,547	98	81,645	964,140
July-2042 TO May-2043	964,140	80,238	1,309	81,547	38	81,585	81,522
FINAL PAYMENT - June-2043	81,522	81,522	189	81,711	5	81,716	
	\$ 15,000,000	\$ 4,571,444	\$ 19,571,444	\$ 131,535	\$ 19,702,979		

- * Please note that the final payment may differ slightly from the regularly scheduled monthly payment.
- * Does not include administrative fees due.

Annual Principal Redemption

Year:

1	\$ 568,776
2	584,784
3	601,248
4	618,180
5	635,592
6	653,484
7	671,892
8	690,804
9	710,256
10	730,260
11	750,816
12	771,960
13	793,692
14	816,036
15	839,016
16	862,644
17	886,932
18	911,904
19	937,584
20	964,140
	<u>\$ 15,000,000</u>

RESOLUTION R-125-2022

TO STUDY WHICH FORM OF GOVERNMENT BEST SERVES
THE CITY OF LAKELAND

WHEREAS, the City of Lakeland (the “City”) is organized as a City Manager-Commission form of government with five (5) Commissioners, one of whom is a duly-elected Mayor; and,

WHEREAS, as the City grows, the City’s citizens may benefit from an alternate form of government with enhanced citizen representation:

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

SECTION 1: the newly-elected Mayor and Board of Commissioners are requested to create a body that includes citizens of the City of Lakeland and other City Administrators, the City Attorney, and a Municipal Technical Advisory Service representative for the purpose of studying which form of government allowed by State of Tennessee law best serves the City of Lakeland; and,

SECTION 2: the newly-elected Mayor and Board of Commissioners are requested to report their interest or disinterest in pursuing Section 1, to the public and citizens of Lakeland, within ninety (90) days of the new term of office.

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