



Board of Commissioners
Work Session Agenda
Thursday, February 2, 2023, 5:30 PM
City Hall, Lakeland, Tennessee 38002

- I. CALL TO ORDER BY MAYOR:
- II. INVOCATION:
- III. PLEDGE:
- IV. ROLL CALL BY RECORDER:
- V. PUBLIC HEARING:
- VI. TREASURER'S REPORT:
- VII. REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:
 1. Municipal Court Semi-Annual Update. *Presented by the Hon. Judge Koratski*
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
 - a. Regular Meeting Minutes - January 12, 2023
 - b. Special Meeting Minutes - January 24, 2023
- XI. REGULAR AGENDA:
 1. **Ordinance - Second and Final Reading** - amending certain portions of title 14 (Zoning and Land Use Control) Chapter 14 (Signs) of the City of Lakeland's Municipal Code pertaining to Section 14-402 and 14-403 and 14-404. *Recommended by the Municipal Planning Commission*
 2. **Ordinance - Second and Final Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of smoke shops and CBD stores. *Recommended by the*

Municipal Planning Commission

3. **Ordinance - Second and Final Reading** - amending title 14, Zoning and Land Use Control, chapter 1, Municipal Planning Commission, section 14-101, Creation and Membership, of the City of Lakeland municipal code. *Sponsored by Mayor Roman*
4. **Ordinance - First Reading** -amending Article III. Section 14 of the Lakeland Land Development Regulations in order to regulate the placement of wireless transmission facilities. *Recommended by the Municipal Planning Commission*
5. **Resolution** - supporting restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments.. *Sponsored by Mayor Roman*
6. **Resolution** - approving the Lakeland Meadows Planned Development Amended Outline Plan. *Recommended by the Municipal Planning Commission*
7. **Resolution** - authorizing the mayor to sign a proclamation establishing Saturday, March 18, 2023 as the City of Lakeland's Arbor Day 2023.
8. **Resolution** - rescinding Resolution R-93-2021 and approving a residential development contract with Arbor View Developments, LLC for Heathfield at Scotts Creek Planned Development Phase 1.
9. **Resolution** - accepting public improvements and authorizing the reduction of security for Public and Common Improvements in Herons Ridge Planned Development Phase C1.
10. **Resolution** - approving Work Authorization 3 to the Master Services Agreement with Allen and Hoshall, Inc. for professional services related to the Oliver Creek Sewer Interceptor project.
11. **Resolution** - approving Change Order #1 for the Fiscal Year 2023 Pavement Marking project.
12. **Resolution** - approving a contract with _____ for the FY23 Street Paving project.

13. **Resolution** - approving a Communications Right-of-Way Agreement between the City of Lakeland and Zayo Group, LLC
14. **Resolution** - approving a contract with Wagner General Contractors, Inc. for City Hall ADA Exterior Improvements.
15. **Resolution** - approving a contract with _____ for City Hall ADA Interior Improvements.
16. **Discussion and Possible Action** - communications plan update.
Sponsored by Commissioner Dial
17. **Discussion and Possible Action** - Lakeland logo apparel. *Sponsored by Commissioner McCarter*
18. **Discussion and Possible Action** - expenditure history and trend presentation for City costs. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT:



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JANUARY 12, 2023, 5:30 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

DRAFT

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Josh Roman at 5:30 p.m. on Thursday, January 12, 2023.
- II. **INVOCATION:** Offered by Mayor Roman.
- III. **PLEDGE:** Mayor Roman led the pledge to the flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Josh Roman, Vice-Mayor Wesley Wright, Commissioner Jim Atkinson, Commissioner Michele Dial, and Commissioner Connie McCarter.

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

For the record: Without objection the following item was taken out of order:

PUBLIC COMMENTS:

Public comments were heard from the following:
Jeff Roman – PRB/NRB Applicant

- V. **PUBLIC HEARING:**
- VI. **TREASURER'S REPORT:**
December 2022 – Presented by Finance Director Carlin Stuart
- VII. **REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:**
 - Sheriff's Report: Summary report for the month of December (*Given by Lt. Jason Valentine*)
 - Public Comments were heard from the following:
Crystal Fabacher – PRB/NRB Applicant
 - City Manager's Report: City Manager Michael Walker offered a report.

For the record: Mayor Roman moved to add an agenda item under regular business as # 7 Discussion and possible action on rescheduling the meeting date of January 17, 2023, seconded by Commissioner Wright. (*Without objection the item was added*)

- Commissioners' Report:
 - Commissioner Wright offered a report on BOA/SWBOA activities.
 - Commissioner Atkinson offered a report on MPC/DRC activities.
 - Vice-Mayor Dial offered a report on PRB/NRB activities.



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VIII. PUBLIC COMMENTS:

For the record: No additional comments were heard at this time.

IX. SEWERAGE COMMISSION BUSINESS:

X. CONSENT AGENDA:

1. Approval of Meeting Minutes from Previous Meetings:

- a. Regular Meeting Minutes – December 01, 2022

2. Ordinance – First Reading – amending certain portions of title 14 (Zoning and Land Use Control) Chapter 14 (Signs) of the City of Lakeland's Municipal Code pertaining to Section 14-402 and 14-403 and 14-404.
3. Ordinance – First Reading – amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of smoke shops and CBD stores.
4. Ordinance – First Reading – amending title 14, Zoning and Land Use Control, Chapter 1, Municipal Planning Commission, Section 14-101, Creation and Membership of the City of Lakeland municipal code.
5. Resolution – authorizing appointments to the Industrial Development Board of the City of Lakeland, Tennessee.
6. Resolution – authorizing the release of the security for public and common improvements in Evergreen Manor Subdivision.
7. Resolution – authorizing the release of the security for public and common improvements in Oakwood Grove Subdivision Phases 3, 4, and 5.
8. Resolution – approving Change Order # 1 for the Fiscal Year 2023 Pavement Marking project.

For the record: Without objection item # 8 was removed for the Consent Agenda and added as item # 8 under Regular Business.

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

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



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, JANUARY 12, 2023, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002

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XI. REGULAR AGENDA:

For the record: The order of business was changed without objection.

1. Resolution – appointing members to the Parks and Recreation / Natural Resources Board of the City of Lakeland, Tennessee. (Previously item # 2)

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

Public Comments were heard from the following:
Sean McAnally – PRB/NRB Applicant

The floor was open for nominations.

Vice-Mayor Dial nominated Mr. Ben Ledsinger
Commissioner Atkinson nominated Mr. Jeff Roman

With no other nominations being offered the floor was closed and the nominees were appointed by acclamation with a voice vote, 4 in favor 0 against and 1 abstention. (Mayor Roman abstained)

For the record: The board expressed their appreciation for the applicants' willingness to serve and encouraged them to look for other opportunities in the future.

2. Discussion and Possible Action – regarding the City of Lakeland Leaf collection program. (Previously item # 5)

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

Discussion ensued.

Public comments were heard from the following:
Greg Halliday – 3000 block of Lighthouse Ln

For the record: Discussion only, no action taken.

3. Resolution – authorizing the City Manager to amend the City of Lakeland Employee Handbook regarding employee benefits for holidays and personal days. (Previously item # 4)

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

Discussion ensued.



BOARD OF COMMISSIONERS
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Public comments were heard from the following:
Richard Gonzales – 5000 block of Conifer View Ln

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 McCarter	Yea
Commissioner Wright	Yea
Mayor Roman	Yea

4. **Resolution** – electing a Vice-Mayor and appointing Board of Commissioner liaisons to the City of Lakeland's boards commissions, and committees. (Previously item # 1)
Mayor Roman moved to bring this item to the floor, seconded by Vice-Mayor Dial.

Mayor Roman moved to nominate Commissioner Wesley Wright for Vice-Mayor.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 4 in favor 0 against 1 present (4-0-1).

Vice-Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner McCarter	Present
Commissioner Wright	Yea
Mayor Roman	Yea

The floor was opened for nominations of BOA/SWBOA liaison.
Commissioner Dial nominated Vice-Mayor Wright.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

The floor was opened for nominations of CAB liaison.
Mayor Roman nominated Commissioner Dial.

With no other nominations being offered the floor was closed.



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Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

The floor was opened for nominations of IDB liaison. *(Non-voting liaison)*

Commissioner Atkinson nominated Mayor Roman.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

The floor was opened or nominations of Lakeland P.U.L.S.E. Comprehensive Plan Advisory Committee.

Commissioner Atkinson nominated Commissioner McCarter.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

The floor was opened or nominations of Lakeland School System Board of Education. *(Non-voting liaison)*

Mayor Roman nominated Vice-Mayor Wright.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea



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The floor was opened or nominations of MPC/DRC liaison.

Mayor Roman nominated Commissioner Atkinson.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

The floor was opened or nominations of PRB/NRB liaison.

Mayor Roman nominated Commissioner Dial.

With no other nominations being offered the floor was closed.

Nomination passed, roll call vote, 5 in favor 0 against (5-0).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

Mayor Roman moved to approve the resolution as amended with all the newly elected Vice-Mayor and liaisons, seconded by Vice-Mayor Wright.

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

Vice Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

5. Resolution – authorizing the Director of Parks and Recreation to submit an application for capital grant funding through the Ford Motor Company Fund. (Previously item # 3)

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

Discussion ensued.

After the discussion, Commissioner Dial moved to table this item, seconded by Vice-Mayor Wright.



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Discussion continued, after which Commissioner Dial withdrew her motion to table. Vice-Mayor Wright as the seconder had no objections.

When the question was called the resolution passed, as presented, roll call vote, 4 in favor 0 against 1 abstention (4-0-1).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Pass (<i>changed to abstain</i>)
Mayor Roman	Yea

6. Discussion and Possible Action – expenditure history and trend presentation for City personnel costs, support services, and planning functions.

For the record: This item was moved to the next work session without objection.

7. Discussion and Possible Action – rescheduling the BOC Special Meeting – Strategic Planning Session, Tuesday, January 17, 2023, at 5:30 p.m.

Mayor Roman moved to bring this item to the floor, seconded Commissioner Atkinson.

Discussion ensued.

After discussion Mayor Roman moved to cancel the meeting, seconded by Commissioner Atkinson.

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

Vice Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea

8. Resolution – approving Change Order # 1 for the Fiscal Year 2023 Pavement Marking project.

Mayor Roman moved to table this item, seconded by Vice-Mayor Wright.

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

XII. ANNOUNCEMENTS:



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- XIII. **ADJOURNMENT:** There being no other business on which to act, the meeting was adjourned at 8:14 p.m. on Thursday, January 12, 2023.

These minutes were approved on February 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: Special Meeting Minutes - January 24, 2023

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
TUESDAY, JANUARY 24, 2023, 5:00 P.M.
CITY HALL, LAKE LAND, TENNESSEE 38002**

DRAFT

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Josh Roman at 5:00 p.m. on Thursday, January 24, 2023.
- II. **INVOCATION:** Offered by Mayor Roman.
- III. **PLEDGE:** Mayor Roman led the pledge to the flag.
- IV. **ROLL CALL BY RECORDER:** Mayor Josh Roman, Vice-Mayor Wesley Wright, Commissioner Jim Atkinson, Commissioner Michele Dial, and Commissioner Connie McCarter.

Staff personnel in attendance were City Manager Michael Walker, City Engineer Emily Harrell, Finance Director Carlin Stuart, Public Works Director Daniel Lovett, City Recorder Debra Murrell and City Attorney Will Patterson.
- V. **PUBLIC HEARING:**
- VI. **TREASURER'S REPORT:**
- VII. **REPORTS FROM COMMITTEES, MEMBERS OF THE BOARD OF COMMISSIONERS & OTHER OFFICERS:**
- VIII. **PUBLIC COMMENTS:**
For the record: Comments were heard at the time of the agenda item.
- IX. **SEWERAGE COMMISSION BUSINESS:**
- X. **CONSENT AGENDA:**
- XI. **REGULAR AGENDA:**
For the record: The order of business was changed without objection.

1. **Resolution** – authorizing the City Manager to execute a grant contract with the Tennessee Emergency Management Agency for assistance pursuant to Presidential Disaster Declaration number Fema-4645-DR-TN.

Mayor Roman moved to bring this item to the floor, seconded by Vice-Mayor 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 McCarter	Yea
Commissioner Wright	Yea
Mayor Roman	Yea



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
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CITY HALL, LAKELAND, TENNESSEE 38002

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2. **Resolution** – authorizing the City Manager to research available properties and locations for a Shelby County Sheriff's Office substation within the City of Lakeland, Tennessee.

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

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

Vice Mayor Dial	Yea
Commissioner Atkinson	Yea
Commissioner McCarter	Yea
Commissioner Wright	Yea
Mayor Roman	Yea

3. **Resolution** – approving a moratorium on new commercial development along Highway 70 in Lakeland, Tennessee, for a period of one year (twelve months).

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

Discussion ensued.

For the record: Public comments were heard from the following:
Adam Henry – 9000 block of Mount Gillespie Dr

After the discussion, Commissioner Atkinson moved to amend the resolution to exempt Lakeland Commons and public use building, seconded by Mayor Roman.

Motion to amend the resolution carried, voice vote, 5 in favor 0 against.

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

XII. **ANNOUNCEMENTS:**

- XIII. **ADJOURNMENT:** There being no other business on which to act, the meeting was adjourned at 5:19 p.m. on Tuesday, January 24, 2023.



BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
TUESDAY, JANUARY 24, 2023, 5:00 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002

DRAFT

These minutes were approved on February 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, February 2, 2023

Subject: **Ordinance - Second and Final Reading** - amending certain portions of title 14 (Zoning and Land Use Control) Chapter 14 (Signs) of the City of Lakeland's Municipal Code pertaining to Section 14-402 and 14-403 and 14-404. *Recommended by the Municipal Planning Commission*

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve Ordinance O-1-2023.

BUDGET IMPACT

There is no budgetary impact of this ordinance.

DISCUSSION

See attached Staff Report presented to the Municipal Planning Commission.

ORDINANCE O-1-2023

AMENDING CERTAIN PORTIONS OF TITLE 14 (ZONING AND LAND USE
CONTROL) CHAPTER 14 (SIGNS) OF THE CITY OF LAKELAND'S MUNICIPAL
CODE PERTAINING TO SECTION 14-402 AND 14-403 AND 14-404

WHEREAS, the City of Lakeland's Municipal Planning Commission/Design Review Commission has reviewed the following edits on December 17, 2022, and recommend said edits; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

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

SECTION 1. The City of Lakeland municipal code section 14-402, Definitions, Interpretations, and Computations, is hereby amended to add the following text to paragraph (1) (jjjj):

(iii) National, State and Municipal Flags.

SECTION 2. The City of Lakeland municipal code section 14-403, Signs Exempt from Regulations, is hereby amended to add the following paragraph:

(16) National, State and Municipal Flags.

SECTION 3. The City of Lakeland municipal code section 14-404, Permitted Signs: Location, Size and Number, paragraph 16, Wall Sign, Nonresidential, subpart (a), first paragraph, is hereby amended as follows:

(16) Wall Sign, nonresidential. Wall signs shall be allowed on nonresidential properties that are proportionate to the scale and massing of the building upon which the sign is attached, provided that:

(a) The total area of all wall signs on a building shall not exceed one (1) square foot in area for each linear foot of building frontage; provided, however, that in the case of a primary building or structure located more than one hundred feet (100') from the front property line the design review commission may allow an increase in the permitted sign area at a ratio equivalent to the total distance of the primary building from the front property line divided by one hundred (100) for each linear foot of building frontage not to exceed a maximum of one and one-half (1.5) square feet in area for each one (1) linear foot of building frontage unless

ORDINANCE O-1-2023

AMENDING CERTAIN PORTIONS OF TITLE 14 (ZONING AND LAND USE
CONTROL) CHAPTER 14 (SIGNS) OF THE CITY OF LAKE LAND'S MUNICIPAL
CODE PERTAINING TO SECTION 14-402 AND 14-403 AND 14-404

otherwise restricted. For example, a building located one hundred thirty-eight feet (138') from the front property line may be permitted to have a ratio of 1.38 square feet of sign area for each linear foot of building frontage. Notwithstanding the building frontage, the minimum sign allotment shall be thirty (30) square feet.

SECTION 4. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of the ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 5. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: January 12, 2023

Public Hearing:

Final Reading:

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Date: December 15, 2022

Project: Amendment to the Lakeland Municipal Code regarding flag exemptions and minimum signage square footage

Staff Contact: Alex Barthol, Staff Planner

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward this amendment to the Board of Commissioners with a favorable recommendation.

DISCUSSION

Municipal and Nation Flag Exemption from the Sign Ordinance

As a standard, National and Municipal flags are exempt from sign regulations. This amendment adds language that clearly states what staff has already interpreted to be the intent of the Lakeland Municipal Code and to give clarity to the exemption.

Minimum Signage Square Footage

After examining the Sign Ordinances of the surrounding Municipalities, staff has concluded that the addition of a minimum allowable signage square footage for new signage is appropriate. As it is currently written, the Municipal code allows for a 1:1 ratio of building frontage to allowable signage square footage. The addition of a minimum signage square footage allowance of thirty (30) square feet will standardize signage across Lakeland, while also allowing more signage area for tenants who occupy smaller spaces with less building frontage. Staff does not feel that this change will make a material difference in the character or intent of the ordinance but will provide relief for applicants who struggle to provide adequate signage in smaller retail spaces.

Staff will be available at the Planning Commission meeting to answer any questions the Commission may have regarding the proposed amendment.

EXAMPLE MOTIONS

1. Motion to recommend that the Board of Commissioners approve the amendment to the Lakeland Municipal Code as presented by staff.
2. Motion to recommend that the Board of Commissioners approve the amendment to the Lakeland Municipal Code as modified by the Planning Commission.
 - a. List modifications
3. Motion to recommend that the Board of Commissioners disapprove the amendment to the Lakeland Municipal Code.
 - a. Reason for denial

(jjjj) "Sign." Any device, fixture, placard or structure that uses any color, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise, which is exposed to the view of potential clients or customers and/or the general public, and is located on public or private property, inside or outside of buildings, or to communicate information of any kind to the public, except the following:

(i) Merchandise temporarily displayed in a show window available for sale on the premises and that does not include flashing, neon, or colored lights;

(ii) Decorative devices or emblems as may be displayed on a residential mailbox.

(kkkk) "Sign plan." A plan prepared to scale conforming to submittal requirements contained in this chapter that depict construction details for all types of signage proposed for installation on a parcel.

(llll) "Sign structure." Any structure that supports or has supported or is capable of supporting a sign, including decorative cover.

(mmmm) "Site." A lot, tract or parcel of land considered as one (1) land-unit for purposes of this chapter. For a single-family residence, the site shall be the subdivided lot on which it is located. For multifamily projects, the site shall be all land occupied by the buildings in the project and adjoining such property and under common ownership with it. For vacant land, the site shall be all of the adjoining vacant land under single ownership. For single-occupancy, non-residential properties, the site shall be the subdivided lot that is occupied. For multiple-occupancy properties, the site shall be all land included under the original "site plan" or "subdivision plan" approved by the City of Lakeland.

(nnnn) "Site plan." A scaled graphic schematic of a development site indicating the location of buildings, walkways, signage, lighting, parking, drainage facilities, topography and landscaping, as they are to appear upon the completion of development. Site plans may be required to contain such other information as may be deemed necessary by the design review commission to insure proper development of the site.

(oooo) "Site triangle (or horizontal sight distance)." The horizontal and vertical areas at the intersections of streets and/or driveways which must remain unobstructed in order to ensure that drivers can see traffic and pedestrians around the corner of the intersection, entrance or driveway.

(pppp) "Snipe sign." Any sign that is affixed by any means to trees, utility poles, fences or other objects, where the message appearing thereon is not applicable to the present use of the premises upon which the sign is located.

Ord. #10-145, March 2010, and Ord. # 12-177, Aug. 2012, and replaced by Ord. #16-245, Oct. 2016)

14-403. Signs exempt from regulations. The following signs shall be exempt from regulations under this chapter:

- (1) Any official or public notice or warning required by a valid and applicable federal, state or local law, regulation or ordinance, by a public utility company or by order of a court of competent jurisdiction;
- (2) Traffic signs on private property, such as Stop, Yield and similar signs, which meet Department of Transportation and Manual on Uniform Traffic Control Devices standards and contain no commercial message;
- (3) Government signs for the control and direction of traffic and other regulatory purposes;
- (4) Historic markers recognized by local, state and/or federal authorities;
- (5) Memorial plaques, cornerstones, historical tables and the like;
- (6) Address signs denoting the numerical address designation of the premises on which the sign is placed not to exceed seventy-two (72) square inches in surface area.
- (7) Any sign inside a building, not attached to a window or door, that is not visible from off the site on which it is located;
- (8) Decals, numerals, names, addresses, hours of operation, credit information, etc., attached to a door or window and all of which occupy a total surface area not to exceed three (3) square feet; provided, however, street numbers and addresses shall not be included in calculating the total surface area;
- (9) Any sign inside an athletic field or other enclosed outdoor space, where the sign is not legible from more than three feet (3') beyond the lot line of the site on which it is located;
- (10) Hand carried signs;
- (11) Signs affixed to vehicles and trailers used in the normal transport of goods or persons where the sign is incidental and accessory to the primary use of the vehicle or trailer.
- (12) Works of art with no commercial message; and
- (13) Special event signs for community events sponsored in whole or part by the City of Lakeland.
- (14) Incidental signs on the interior of a property not generally readable from off the property.
- (15) Window signs not exceeding twenty-five percent (25%) up to a maximum of six (6) square feet of the transparent portion of a commercial building facade. (1989 Code, § 4-203, as replaced by Ord. #03-41, June 2003, amended by Ord. #04-59, March 2004, and replaced by Ord. #16-245, Oct. 2016)



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Ordinance - Second and Final Reading** - amending Article III. Section 2 of the Lakeland Land Development Regulations in order to regulate the placement of smoke shops and CBD stores. *Recommended by the Municipal Planning Commission*

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve Ordinance O-2-2023.

BUDGET IMPACT

There is no budgetary impact of this ordinance.

DISCUSSION

See attached Staff Report presented to the Municipal Planning Commission.

ORDINANCE O-2-2023

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF SMOKE SHOPS
AND CBD STORES

WHEREAS, the City of Lakeland's Municipal Planning Commission has reviewed the following edits on December 17, 2022, and recommended said edits; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

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

SECTION 1. Article III. Section 2. E (Retail Uses) part 1. Neighborhood Retail of the City of Lakeland Land Development Regulations is hereby amended to strike subpart z. Smoke Shop., and renumber the remaining items as follows:

- z. Sporting Goods Sales and Rental.
- aa. Stationary and Paper Store.
- bb. Toy Shop

SECTION 2. Article III. Section 2. H (Production Uses) of the City of Lakeland Land Development Regulations is hereby renamed to "Production Uses and Adult Oriented Businesses".

SECTION 3. Article III. Section 2. H part 4. Sexually Oriented Business of the City of Lakeland Land Development Regulations is hereby amended to read:

4. Adult Oriented Businesses.

a. Sexually Oriented Business. A business Use that includes an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, and sexual encounter center. Refer to Sexually Oriented Businesses Title 9, Chapter 5 of the Municipal Code for standards.

b. Smoke Shops, Vape Shops and/or CBD Stores. A retail store that derives its largest category of sales from tobacco, nicotine, inhaled smoke or vape products and/or CBD products including accessories.

ORDINANCE O-2-2023

AMENDING ARTICLE III. SECTION 2 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF SMOKE SHOPS
AND CBD STORES

SECTION 4. The City of Lakeland Land Development Regulations is hereby amended as follows:

Article III. Section 2. L (Use Table) to show the following within the M2 category:

- “Production” row label renamed to “Production/Adult Oriented Businesses”
- “Sexually Oriented Business” row label renamed to “Adult Oriented Business”

SECTION 5. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application”.

SECTION 6. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: January 12, 2023

Public Hearing:

Final Reading:

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Date: December 15, 2022

Subject: Amendments to the Land Development Regulations: Article III Zoning Regulations regulating the placement of smoke shops, vape shops and CBD stores within the City of Lakeland

Applicant: City of Lakeland

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward this amendment to the Board of Commissioners with a favorable recommendation.

DISCUSSION

BACKGROUND:

Administration has recently received complaints and expressions of concern about the future placement of smoke shops, vape shops and CBD stores in Lakeland. While these types of businesses are legal, they cater to an adult population. Therefore, staff is recommending these types of business be regulated in the same manner as sexually orientated businesses and be restricted to M-2 Manufacturing District. The types of businesses regulated by this amendment would regulate entities that derive its largest category of sales from tobacco, nicotine, inhaled smoke or vape products and/or CBD products including accessories. This amendment would not pertain to retail outlets that sell the above referenced products as an aside to their overall inventory.

ANALYSIS:

The proposed revision will require the following changes to the Land Development Regulations Article III:

1. Strike the use of “smoke shops” as a permitted use in Article III. Section 2. E.z (Retail Uses)
2. Amend Article III Section 2. H (Production Uses) to the following:
 - H. Production Uses and Adult Oriented Businesses
 4. Adult Oriented Businesses
 - a. Sexually Oriented Businesses

b. Smoke Shops, Vape Shops and/or CBD Stores- A retail store that derives its largest category of sales from tobacco, nicotine, inhaled smoke or vape products and/or CBD products including accessories.

3. Amend Article III Section 2. L (Use Chart) to show the following:

- *Production/Adult Oriented Business

- * smoke shops, vape shops and/or CBD stores permitted in the M2- Manufacturing District

EXAMPLE MOTIONS

1. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations as presented
2. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations with edits
3. Motion to recommend the Board of Commissioners disapprove the proposed text amendments to the Land Development Regulations
 - a. Reason for denial

III. Zoning Regulations

Section 2 – Uses

may be in one (1) building or clustered in several buildings and typically include laboratories, in- and out-patient facilities, training facilities, medical offices, staff residences, food service, and gift shop.

4. Library/Museum. A publicly accessed structure housing educational, cultural, scientific, artistic, or historic information, resources, and exhibits.
5. Police and Fire. A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included.
6. Post Office. A publicly accessed facility for the collection and distribution of mail and packages and the selling of supplies and mail related products.
7. School: Pre-Kindergarten to Junior High. An education facility for pre-kindergarten through eighth (8) grade, including associated facilities such as ball fields, ball courts, gymnasium, and auditorium.
8. School: High School. An education facility for grades nine (9) through twelve (12), including associated facilities such as ball fields, ball courts, gymnasium, and auditorium.
9. School: Higher Education. An education facility offering post-secondary school educational activities and programs, which may or may not be tied to a degree program; may also include associated facilities such as ball fields, ball courts, gymnasium, and auditorium.

E Retail Uses.

A Use that involves the selling of goods or merchandise to the public for personal or household consumption.

1. Neighborhood Retail. A retail Use involving the Small-Scale sale of goods or merchandise to residents in adjacent neighborhoods. A Use in this category occupies an area of less than 5,000 square feet. Neighborhood Retail include such Uses as:
 - a. Antique Shop.
 - b. Apparel and Accessory Store.
 - c. Art and Education Supplies.
 - d. Bakery, Retail.
 - e. Bicycle Sales and Repair.
 - f. Book, Magazine, and Newspaper Store.
 - g. Camera and Photo Supply Store.
 - h. Collectable Items.
 - i. China and Glassware Shop.
 - j. Convenience Store.
 - k. Drug Store/Pharmacy.
 - l. Fabric and Craft Store.
 - m. Flower or Garden Shop.
 - n. Gift, Novelty, and Souvenir Shop.
 - o. Grocery Store.
 - p. Hardware Store.
 - q. Hobby Shop.
 - r. Jewelry Sales and Repair.
 - s. Luggage and Leather Goods.
 - t. Specialty Food Market (Butcher, Candy/ Confections, Fish Market, Produce, etc.).
 - u. Music Store.
 - v. Office Supply.
 - w. Optical Goods Shop.
 - x. Party Supply Shop.
 - y. Pet Shop.
 - z. Smoke Shop.
 - aa. Sporting Goods Sales and Rental.
 - bb. Stationary and Paper Store.
 - cc. Toy Shop.
2. General Retail. A retail Use involving the sale of goods or merchandise to residents living in the community. A Use in this category occupies an area between 5,000 and 30,000 square feet. General Retail include such Uses as:
 - a. Neighborhood Retail (refer to III.2.E(1)).
 - b. Appliance and Electronic Sales and Service.
 - c. Computer Software Sales and Leasing.
 - d. Department Store.
 - e. Home Furnishings and Accessories Sales and Rentals.
 - f. Medical Supply Store and Rental.
 - g. Musical Instrument Repair and Sales.
 - h. Pawn Shop.
 - i. Vehicle Supply Shop (no service).
 - j. Automobile, Truck, and Trailer Sales and Rental (if in the C2 District, and only at certain locations, per Outdoor Sales Lot standards).
3. Large Scale Retail. A retail Use involving the Large-Scale sale of goods to residents living within the region. It is almost exclusively accessed by automobile and therefore additional consideration shall be given to parking and traffic issues when developing this Use. The goods or merchandise sold may be of the same type or a variety of types as General Retail (refer to III.2.E(2)) and occupy a space greater than 30,000 and less than 75,000 square feet.
4. Warehouse Retail. Warehouse Retail is the same as Large Scale Retail (refer to III.2.E(3)), except that it occupies a space greater than 75,000 square feet.
5. Outdoor Sales Lot. A permanent retail Use where a significant portion of the goods are stored or displayed outdoors. Outdoor Sales Lots include such Uses as:
 - a. Automobile and Truck Sales.
 - b. Automobile, Truck, and Trailer Rental.
 - c. Boat and Recreational Vehicle Sales and Rental.
 - d. Garden Center or Nursery.

III. Zoning Regulations

Section 2 – Uses

meeting times; the businesses do not rely on walk-in customers.

1. **Neighborhood Office.** An office Use that typically occupies less than 5,000 square feet and involves twenty (20) or fewer employees at a given location. Neighborhood office includes such Uses as:
 - a. Architecture/Engineering/Design.
 - b. Business Consulting.
 - c. Computer Programming and Support.
 - d. Detective Services.
 - e. Educational Services (tutor and testing).
 - f. Employment Agency.
 - g. Financial and Insurance.
 - h. Government Offices.
 - i. Law Firm.
 - j. Management Services.
 - k. Licensed Massage Therapy.
 - l. Medical and Dental with Laboratory.
 - m. PR and Advertising.
 - n. Property Development.
 - o. Radio and TV Studio.
 - p. Real Estate.
 - q. Research Agency.
 - r. Surveying.
 - s. Veterinarian.
2. **General Office.** An office Use that typically occupies more than 5,000 square feet and more than twenty (20) employees at a given location. General office includes all Neighborhood Office Uses (refer to III.2.G(1)) on a larger Scale.
3. **Research and Development.** A Use involving the research and/or development of innovative ideas or products in technically intensive fields, including limited on-site manufacturing and laboratory facilities.

H Production Uses.

A category of Uses involving assembly, manufacturing, storing, transferring, and disposal of goods or products.

1. **Craftsman Use.** A Use that involves the Small-Scale production or assemblage of goods resulting in little to no by-products, non-noxious or noxious. It includes a showroom or retail store to showcase or sell the goods produced on-site. Craftsman Uses include such Uses as:
 - a. Bakery, Commercial.
 - b. Ceramic Tile, Floor, and Wall.
 - c. Construction - Special Trade Contractors.
 - d. Furniture and Fixtures.
 - e. Leather Products.
 - f. Metal Shop.
 - g. Miscellaneous Repair (small goods).
 - h. Pottery and Related Products.
 - i. Recording, Sound, or Film Studio.

- j. Sign and Letter Shop.
- k. Small Goods.
- l. Taxidermy.
- m. Textile Mill Products.

2. **Production and Assemblage Uses.** A Use that assembles goods from finished products that may result in noise and other non-noxious by-products.
 - a. Apparel
 - b. Beverage Production and Bottling.
 - c. Electrical Equipment, Appliances, and Instruments.
 - d. Fabricated Metal Products and Machinery.
 - e. Printing, Publishing, and Allied Industries.
 - f. Tool and Die Shop.
 - g. Vehicle Assembly and Testing.
3. **Warehouse, Packing, and Distribution Uses.** A Use requiring significant commercial vehicle access and Large-Scale storage of goods and vehicles, both indoor and outdoor, typically between production and their placement on the market. This includes such Uses as:
 - a. Contractor - Landscaping and Construction.
 - b. Packing and Crating.
 - c. Recycling Center (Collection and Sort).
 - d. Vehicle Staging and Storage (Ambulance, Bus, Limo, Livery, etc.).
 - e. Warehousing and Storage.
 - f. Wholesale Trade of Goods.
4. **Sexually Oriented Business.** A business Use that includes an adult arcade, adult bookstore, adult novelty store, adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, and sexual encounter center. Refer to Sexually Oriented Businesses Title 9, Chapter 5 of the Municipal Code for standards.

I Infrastructure.

A category of Uses for land utilized for public and private support infrastructure. These Uses may not be located within a Building Type.

1. **Parking Lot.** A Lot that does not contain a permitted Building Type and is solely used for the temporary parking of vehicles.
2. **Utility and Infrastructure.** Land utilized for the City's infrastructure needs and include such Uses as:
 - a. Electric or Gas Services
 - b. Sewage Treatment
 - c. Water Treatment and Storage
3. **Wireless Transmission Facility.** A Use of land that includes buildings, cabinets, structures, and facilities, including generating and switching stations, repeaters, antennas, transmitters, receivers, towers, and all other buildings and structures relating to low- power mobile

III. Zoning Regulations

Section 2 – Uses

Uses		Districts																																						
		Neighborhood Commercial			Community Commercial		Regional Commercial		Neighborhood Office		Office		Institutional		Exurban							Neighborhood Civic Space		Neighborhood Open Space		General Open Space		Outdoor Recreation		Conservation		Agriculture		Light Manufacturing			Manufacturing		Infrastructure	
		NC	C1	C2	NO	O	P	RE	R1	R2	R3	R4	R5	R6	R7	OS1	OS2	OS3	OS4	OS5	A	M1	M2	M3																
Services	Neighborhood Personal Services	●	●	●												●			●																					
	General Services		●	●																																				
	Regional Services			●																																				
	Child Day Care	●	●	●	●	●																																		
	Outdoor Entertainment			●																																				
	Vehicle Service			○																		○																		
	Alternative Financial Services		○	○																																				
Office	Neighborhood Office	●	○		●	●	●																																	
	General Office			●		●	●																																	
	Research and Development				●	●																●	●																	
Production	Craftsman use	○	○	●																		●	●																	
	Production and Assemblage																					○																		
	Warehouse and Distribution																					●																		
	Sexually Oriented Business																					●																		
Infrastructure	Parking Lot	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○																	
	Utility and Infrastructure																					○	○	○																
	Wireless Transmission Facility	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●																
Open Space	Neighborhood Civic Space															●																								
	Neighborhood Open Space																●																							
	General Open Space																	●																						
	Large Scale Outdoor Recreation																		●			●																		
	Preserve/Conservation																			●																				
	Shooting and Archery Range																		○			○																		
	Agriculture																				●																			
Legend																																								

Alternative Financial Services Permitted with Development Standards in C2 Districts only. Ordinance 17-256, 11/09/2017.

Meeting Cycle: Thursday, February 2, 2023

Subject: **Ordinance - Second and Final Reading** - amending title 14, Zoning and Land Use Control, chapter 1, Municipal Planning Commission, section 14-101, Creation and Membership, of the City of Lakeland municipal code.
Sponsored by Mayor Roman

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

The Mayor recommends that the Board of Commissioners approve Ordinance O-3-2023.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

The Municipal Planning Commission (combined with the Design Review Commission for the City of Lakeland) plays a vital role in ensuring economic development and design for the City are followed and accomplished according to the standards of excellence expected by Lakeland's residents.

The Mayor seeks to ensure that, as available, more citizen members have the opportunity to serve on the MPC. MPC membership is typically comprised, as stated in the code section, of trained architects, engineers, planners, developers, and landscapers, where possible, who contribute their volunteer time to serve on this board.

The proposed code revision accomplishes two things: 1) It updates the reference to T.C.A., which is currently incorrect in the code; and 2) it allows an additional 2 citizen members to be appointed by the Mayor, allowing for greater representation from qualified and experienced residents.

ORDINANCE O-3-2023

AMENDING TITLE 14, ZONING AND LAND USE CONTROL,
CHAPTER 1, MUNICIPAL PLANNING COMMISSION,
SECTION 14-101, CREATION AND MEMBERSHIP,
OF THE CITY OF LAKELAND MUNICIPAL CODE

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) desires to encourage additional resident input, guidance, and direction for the City of Lakeland’s planning activities; and

WHEREAS, the Board desires to properly reference the underlying Tennessee Code Annotated (“T.C.A.”) section providing authority for the Municipal Planning Commission (which currently references the section on Regional Planning Commissions); and

WHEREAS, T.C.A. Section 13-4-101(a)(1) allows that “such planning commission shall consist of not less than five (5) members and not more than ten (10) members, the number of members within the limits to be determined by the chief legislative body”:

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

SECTION 1. The City of Lakeland municipal code Section 14-101, Creation and Membership, is hereby amended to read:

14-101. Creation and membership. Pursuant to the provisions of Tennessee Code Annotated, § 13-4-101 there is hereby created a city planning commission, hereinafter referred to as the planning commission. The planning commission shall consist of not less than seven (7) and not more than nine (9) members, of whom not less than five (5) and not more than seven (7) shall be citizen members appointed by the mayor, one (1) shall be the mayor or his/her designee and one (1) shall be a member of the board of commissioners selected by said board of commissioners to serve as its liaison. The liaison selected by the board of commissioners shall be a voting member of the planning commission. The individual term of the appointed citizen members shall be for a period of three (3) years. Members may be re-appointed each year to provide continuity. Should an appointed citizen member vacate his/her position, the mayor shall appoint a replacement. The member selected by the board of commissioners, including the present liaison member, shall serve at the pleasure of the board of commissioners. All members of the planning commission shall serve as such without compensation. It is recommended that some of the membership, whenever possible, be recognized practitioners in any of the following fields: architecture, engineering, urban planning, residential / commercial construction, or landscaping. (Ord. #00-02, April 2000, as amended by Ord. #00-11, Oct. 2000, Ord. #14-201, March 2014, and Ord.

ORDINANCE O-3-2023

AMENDING TITLE 14, ZONING AND LAND USE CONTROL,
CHAPTER 1, MUNICIPAL PLANNING COMMISSION,
SECTION 14-101, CREATION AND MEMBERSHIP,
OF THE CITY OF LAKE LAND MUNICIPAL CODE

#O-3-2023, Feb. 2023)

SECTION 2. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application.

SECTION 3. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: January 12, 2023
Public Hearing: February 9, 2023
Final Reading: February 9, 2023

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Ordinance - First Reading** -amending Article III. Section 14 of the Lakeland Land Development Regulations in order to regulate the placement of wireless transmission facilities. *Recommended by the Municipal Planning Commission*

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve Ordinance O-4-2023.

BUDGET IMPACT

There is no budgetary impact of this ordinance.

DISCUSSION

See attached Staff Report presented to the Municipal Planning Commission.

ORDINANCE O-4-2023

AMENDING ARTICLE III. SECTION 14 OF THE LAKELAND LAND DEVELOPMENT REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF WIRELESS TRANSMISSION FACILITIES

WHEREAS, the City of Lakeland's Municipal Planning Commission has reviewed the following edits on January 19, 2023, and recommended said edits; and,

WHEREAS, in accordance with Tennessee Code Annotated, Section 13-7-203 the legislative body held a public hearing to obtain citizen input on said amendments; and,

WHEREAS, said public hearing notice was published in a newspaper of general circulation at least 15 days prior to the aforementioned public hearing:

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

SECTION 1. Article III. Section 14. I (Technical Standards) part 1. Frontage and Setbacks of the City of Lakeland Land Development Regulations is hereby amended to strike the following sentence:

The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred (200) feet or two hundred percent (200%) of the height of the tower, whichever is greater.

SECTION 2. Article III. Section 14. I (Technical Standards) part 1. Frontage and Setbacks of the City of Lakeland Land Development Regulations is hereby amended to read as follows:

Towers within all agricultural and residential districts shall be located on a single lot with a minimum of two hundred (200) feet of frontage on a public street (except when antenna is installed on existing electrical transmission towers or utility poles). The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than the height of the tower plus ten feet. Towers installed in zoning classifications other than agricultural and residential zoning districts shall conform to the minimum lot area and lot width requirements prescribed for the district in which the tower will be placed. The minimum distance from the base of the tower to any right-of-way should be one hundred (100) feet. The minimum distance from adjoining property lines shall be equivalent to or greater than the height of the tower plus ten feet. Notwithstanding the foregoing, the MPC may approve a lower minimum distance, in any district, so long as the applicant's engineer can demonstrate that the minimum distance is unnecessary pursuant to the national standards recognized by the American National Standards Institute (ANSI). The documentation shall provide the

ORDINANCE O-4-2023

AMENDING ARTICLE III. SECTION 14 OF THE LAKELAND LAND DEVELOPMENT
REGULATIONS IN ORDER TO REGULATE THE PLACEMENT OF WIRELESS
TRANSMISSION FACILITIES

dimensions of the fall radius of the tower. The resulting tower setback should then be fall radius plus ten (10) feet.

SECTION 3. All ordinances in conflict with the provisions of this ordinance are hereby repealed. Further, the provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid provision or application”.

SECTION 4. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

First Reading: February 9, 2023
Public Hearing:
Final Reading:

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Municipal Planning and Design Review Commission

Meeting Date: January 19, 2023

Subject: Amendments to the Land Development Regulations: Article III. Section 14.I regulating the setback requirements for communication towers within the City of Lakeland

Applicant: TVT II, LLC- d.b.a. Tower Ventures

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

Staff recommends that the Planning Commission forward this amendment to the Board of Commissioners with a favorable recommendation.

DISCUSSION

BACKGROUND:

The applicant is requesting a revision to the Land Development Regulations (LDR) in regard to the required setback for communications towers in commercially zoned districts. Currently, the regulations require towers to be setback a minimum of two-hundred feet or 200% of tower height (whichever is greater). The applicant is requesting the setback be reduced to "lowest engineered tower failure point" as determined by a licensed structural engineer. (See attachments from applicant)

CURRENT TOWER SETBACK REQUIREMENTS

The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred (200) feet or two hundred percent (200%) of the height of the tower, whichever is greater.

PROPOSED TEXT AMENDMENT

"Article III: Section 14 Supplemental District Regulations and Special Provisions, Wireless Transmission Facilities. Paragraph I. Technical Standards. Subparagraph 1. Frontage and Setbacks" is proposed to be amended as follows: (Underlined text is proposed addition)

Towers within all agricultural and residential districts shall be located on a single lot with a minimum of two hundred 200 feet of frontage on a public street (except when antenna is installed on existing electrical transmission towers or utility poles). The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than the height of the tower plus ten feet. Towers installed in zoning classifications other than agricultural and residential zoning districts shall conform to the minimum lot area and lot width requirements prescribed for the district in which the tower will be placed. The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than the height of the tower plus ten feet unless such distance is demonstrated unnecessary by the applicant's engineer and still meets the "National standards". The applicant's engineer shall provide documentation that the proposed wireless transmission facility meets or exceeds the standards of the American National Standards Institute (ANSI) for professionally acceptable radio frequency emissions standards.

ANALYSIS:

The proposed revision will not alter the process for approving communication towers. All proposed locations will still be subject to site plan review and approval required by the LDR. However, the amendment would allow for flexibility in commercial and industrial zoned areas and may reduce pressure to propose towers in residential and agricultural areas.

EXAMPLE MOTIONS

1. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations as presented
2. Motion to recommend the Board of Commissioners approve the proposed text amendments to the Land Development Regulations with edits
3. Motion to recommend the Board of Commissioners disapprove the proposed text amendments to the Land Development Regulations
 - a. Reason for denial



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- 4. Site plan and Vicinity Map**
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- 6. Subject Site Assessor Vicinity and Tax Map**
- 7. Signed and Sealed Survey**
- 8. Subject Site Stamped Tower Failure Letter**
- 9. Section of Current Ordinance to be Amended (Article III, Section 14, Paragraph I)**
- 10. Zero Fall Radius Tower Failure Letter**
- 11. Tuscaloosa, AL 4-27-2011 Tornado Picture**
- 12. Lowest Engineered Tower Failure Letters on other Tower Sites**
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TVT II, LLC - Tower Ventures

Phone: 901 244-4017
495 Tennessee Street
Suite: 152
Memphis, TN 38103

December 28th, 2022

City of Lakeland, TN
Lakeland City Hall
C/O Mr. Paul Luker, AICP
City Planning Director
10001 Highway 70
Lakeland, TN 38002

RE: *Letter of Intent. Zoning Text Amendment. TV Site: TN 2744- Stone Bridge. Tower Height Setback Text Amendment. Proposed Tower - One Hundred Fifty Foot (150') Monopole Communications Tower at 8922 US Hwy 64 Lakeland, TN 38002 (Parcel ID #L0159 00527)*

Dear Mr. Luker:

TVT II, LLC (Tower Ventures), 495 Tennessee Street, Suite: 152 Memphis, TN 38103. Tower Ventures, respectfully requests a Zoning Text Amendment for Towers located in Commercial Districts. The Proposed Site is located at 8922 US Hwy 64 Lakeland, TN 38002. Parcel ID # L0159 00527. The current setback rule is two times the tower height or a maximum of 200ft. Our request would change the setbacks to, "Lowest Engineered Tower Failure Point."

As an example. If Applicant can provide to Planning Dept. an Engineer Stamped Failure Letter that tower will fall in a radius of 50ft, then the commercial setback would be 50ft. We will show many real-world examples of these Failure Letters and existing local sites that were built to these standards.

Current ordinance (next page):

I. Technical Standards

1. Frontage and setbacks. Towers within all agricultural and residential districts shall be located on a single lot with a minimum of two hundred 200 feet of frontage on a public street (except when antenna is installed on existing electrical transmission towers or utility poles). Towers installed in zoning classifications other than agricultural and residential zoning districts shall conform to the minimum lot area and lot width requirements prescribed for the district in which the tower will be placed. The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred (200) feet or two hundred percent (200%) of the height of the tower, whichever is greater; provided, however, in the case of self-supporting lattice or guyed towers the minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred fifty (250) feet or three hundred percent (300%) of the height of the tower, whichever is greater. Guys shall be placed no closer than seventy-five (75) feet from a right-of-way or adjoining property line. No buildings or structures shall be located within the setback area of any required yard, thereby providing a clear fall zone for the tower to any right-of-way and adjoining property line. The setbacks for all associated appurtenances, including buildings, cabinets, structures and facilities, shall correspond with the minimum setback requirements established for the zoning district in which the use is proposed.

Cell Towers were meant to be an accessory use on commercial properties. Under the current ordinance, a commercial property candidate would need to vacant, have dimensions of 600ft x 600ft with the tower placed in the center of the property. None of these types of properties exist in the commercial areas of Lakeland. **To meet this setback requirement, one would need an 8.26-acre tract!** In essence, the current ordinance takes an accessory use and turns it into the primary use of the parcel. This is not the highest and best use of said parcel. Towers belong in the corners of these properties, not in the middle.

Thanks to modern engineering, the National tower failure rate is less than 1%. Matter of fact, the last two hurricanes that stuck Florida, left no towers down. Yes, there was damaged towers, however, no reported failures. It is a huge misconception that towers fail or fall in a straight line. This has been a fact from the beginning of the modern tower development since the Federal Government passed the Telecom Act of 1996.

Towers are designed well beyond normal building codes. Designed with the latest science, most tower sites are over-engineered. The Cellular Carriers long ago recognized the need for towers to be working and their network reliability in the event of emergencies. Towers must be engineered to comply with the most current Building Code standards, along with current Seismic Standards. Having been involved in disaster recoveries, such as Hurricane Katrina and the Alabama Tornadoes of 4/27/2011, I can firsthand attest to the reliability of tower engineering.

“Lowest Engineered Tower Failure Point.” In our submittal, we will present several of these Letters. Letter where towers were developed and built because of these letters. For example, Nashville, Metro Davidson County, has used this standard for many years. Vacant Real Estate is a premium within Davidson County. This was enacted so that towers so tower development could flourish in property corners – where it makes sense. And proves that towers sited on commercial properties do not impede future development.

In doing my research for this request, I drove through many different Cities in the Memphis Metro area. Most towers that I have reviewed were to the “Lowest Engineered Tower Fail Point “standard. It is surprising how many sites are built as a result. Meaning that these towers have not failed and were built as they were engineered.

Germantown, sensing the need for better cellular coverage, changed their tower regulations to accommodate towers in commercial area by using tower failure letters. Collierville is currently in the process of changing their ordinance. Using Germantown as an example. The new Tower at The Office Max Property on Germantown RD at Wolf River BLVD. That site was built using a 30ft fall radius. The site is located between the OfficeMax and Walgreens buildings on the property. The new tower at the Madonna School on Poplar was also permitted with the same engineering standards.

Our submittal is designed show many examples in in the Memphis metro area of how these towers exist in harmony in their commercial surroundings. That towers are good, quiet neighbors. We will review towers in Germantown, Arlington, West Memphis, AR, Southaven, and Olive Branch, MS. Most are sites that Tower Ventures developed. However, we added other developer’s sites to show as representation.

It should be noted that within the Lakeland Tower Ordinance, the 200% setback does not apply to City of Lakeland owned property. Please see the tower that Tower Ventures developed on the grounds of the Lakeland Elementary School. That tower was sited in a “doglegged” area of the school property. The tower was built 71.2 feet off the school building.

The proposed tower is needed so that the licensees can provide better cellular coverage and can improve its E911 emergency services network. The citizens of Lakeland benefit each time a licensee expands its network coverage because each site enhances the licensee’s ability to provide emergency response services.

TVT II, LLC, d/b/a, Tower Ventures appreciates the efforts of Mr. Luker along with the staff of the Lakeland Office of Planning’s consideration of this application. Please contact me at (901) 239-3892, if you have any questions concerning this application.

Sincerely,



Lou Katzerman
Sr. Site Acquisition and Zoning Manager
TVT II, LLC - Tower Ventures
Cell: 901-239-3892
lou@towerventures.com

Melvin Burgess
Assessor Of Property
Shelby County Government

Property Location and Owner Information

Parcel ID	L0159 00527
Property Address	8950 HIGHWAY 64
Municipal Jurisdiction	LAKELAND
Neighborhood Number	00406B51
Tax Map Page	104D
Land Square Footage	124102
Acres	2.849
Lot Dimensions	398.07 X 281.71 (IRR)
Subdivision Name	STONEBRIDGE COMMERCIAL
Subdivision Lot Number	5PT,6,7
Plat Book and Page	291-053
Number of Improvements	1
Owner Name	HIGHWAY 64 CENTER LLC
Owner Mailing Address	1010 JUNE
Owner City/State/Zip	MEMPHIS TN 38119

Appraisal and Assessment Information

Class	COMMERCIAL
Land Appraisal	\$1,204,000
Building Appraisal	\$2,296,000
Total Appraisal	\$3,500,000
Total Assessment	\$1,400,000
Greenbelt Land Appraisal	\$0
Homesite Land Appraisal	\$0
Homesite Building Appraisal	\$0
Greenbelt Appraisal	\$0
Greenbelt Assessment	\$0

Improvement/Commercial Details

Land Use	- SHP-CTR-STRP
Total Living Units	
Structure Type	STRIP SHOPPING CNTR
Year Built	2004
Investment Grade	A

Other Buildings

Card	Year Built	Length	Width	Area	Type
1	2004			15,000	PAVING ASPHALT <75,000 SQ.FT.
1	2004			1,920	PAVING CONCRETE AVERAGE

Permits

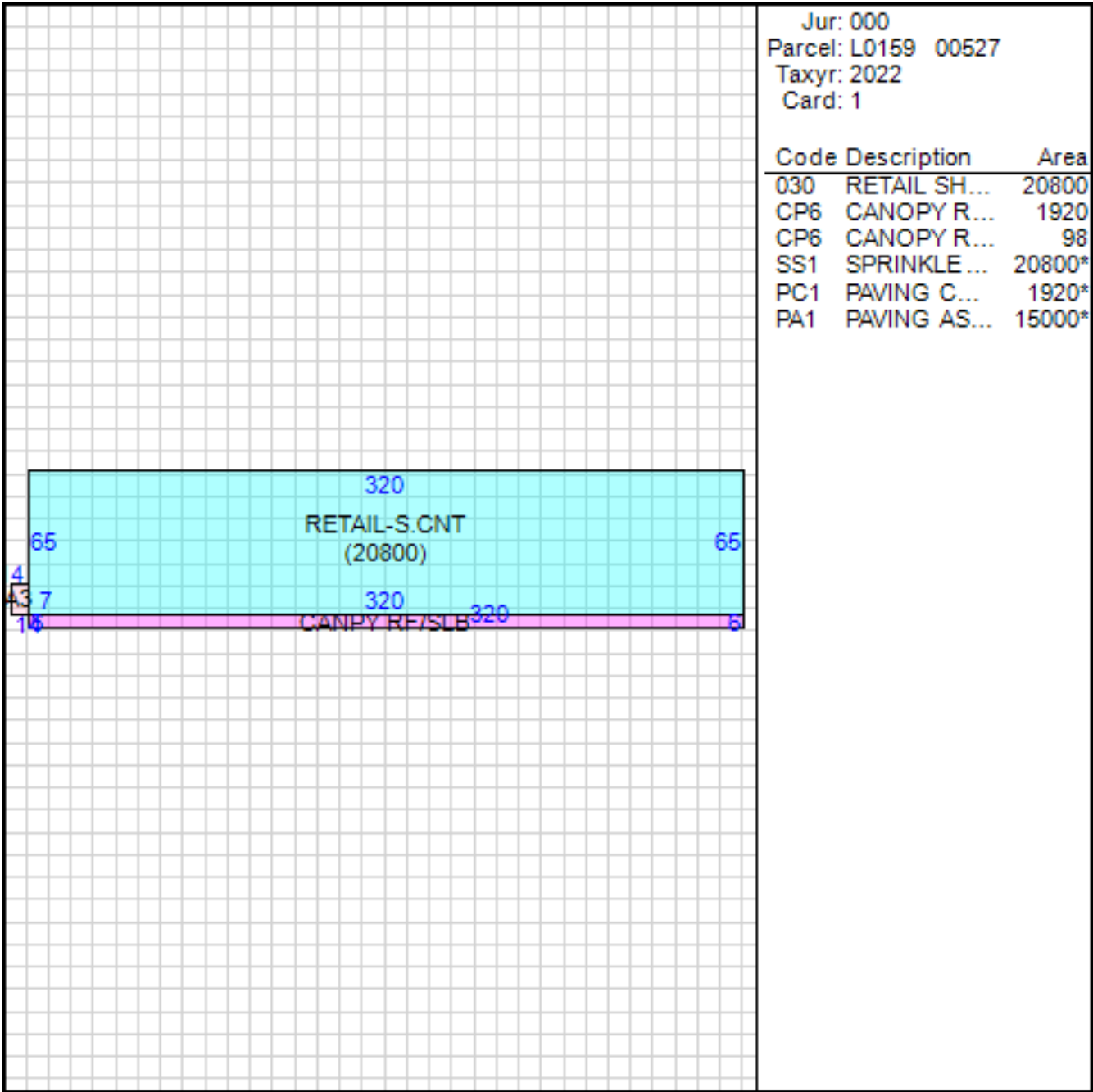
Date of Permit	Amount of Permit	Permit Number	Reason
12/08/2022	\$146,310	COM-ALT-22-001111	ALT
03/07/2022	\$30,000	COM-ALT-22-000132	ALT
11/30/2021	\$45,000	COM-ALT-21-001113	ALT
11/12/2021	\$179,127	COM-ALT-21-000902	
09/13/2019	\$296,480	B1110767	ALT
03/19/2019	\$99,850	B1103038	ALT
08/06/2018	\$88,000	B1099539	ALT
04/06/2018	\$86,000	B1096169	ALT
10/12/2015	\$54,015	B1069460	ALT
08/23/2013	\$0	BC0004971	UO
07/22/2013	\$0	BC0004447	UO
04/29/2013	\$49,565	B1047214	TFN
03/06/2013	\$1,000	B1042252	ACC
12/07/2011	\$0	BC0002010	UO
10/06/2011	\$0	BC0001937	UO
11/16/2010	\$0	BC0000370	UO
03/10/2010	\$163,361	B1024357	TFN
11/17/2009	\$85,000	B1020564	TFN

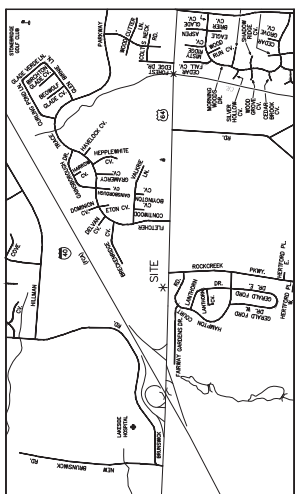
08/15/2008	\$25,000	B0992050	ALT
10/31/2006	\$157,445	B0957248	TFN
04/18/2005	\$7,843,900	B0946595	ALT
01/10/2005	\$30,000	B0881332	NCT
12/15/2004	\$26,151	B0881330	UO
12/03/2004	\$27,019	B0881319	TFN
10/09/2004	\$60,000	B0913517	REP
10/01/2004	\$33,000	B0939860	TFN
07/09/2004		B0920153	UO
04/16/2004	\$66,190	B0881322	TFN
03/18/2004	\$58,409	B0911979	INF
02/16/2004	\$3,082	B0904299	ALT
01/28/2004		B0921656	UO
01/08/2004	\$4,253,500	B0917997	TFN
12/02/2003		B0916973	UO
10/14/2003	\$30,982	B0881320	UO
10/14/2003	\$29,214	B0881318	UO
04/17/2003	\$960,550	B0881314	NCS

Sales

Date of Sale	Sales Price	Deed Number	Instrument Type
04/15/2003	\$0	03080631	QC
08/22/1995	\$0	FH4377	QC
08/22/1995	\$0	FH4377	QC

Sketch





VICINITY MAP



TREE #	SPECIES (LATIN)	SPECIES (COMMON)	DBH (")	CONDITION	NOTES
1	<i>Carpinus caroliniana</i>	American Hornbeam	4", 2"	Fair	Remove
2	<i>Prunus serotina</i>	Black Cherry	4", 8", 3"	Good	Remove
3	<i>Albizia julibrissin</i>	Missouri	4"	Fair	Remove
4	<i>Gleditsia triacanthos</i>	Honey Locust	6", 4"	Good	Remove

TREE SURVEY CONDUCTED BY: JONI BAILEY, ISA #50-10269A

D4	TREE TABLE
NTS	



Willie F. Brooks, Jr.
Shelby County Register of Deeds

HIGHWAY 64 CENTER LLC

Owner:

Parcel Address: 8950 HIGHWAY 64

Parcel ID: L0159 00527

2022 Appraisal: \$3,500,000

Tax District: LAKELAND

Year Built:

Lot Number: 5PT,6,7

Subdivision: STONEBRIDGE COMMERCIAL

Plat BK & PG: 291-053

Dimensions: 398.07 X 281.71 (IRR)

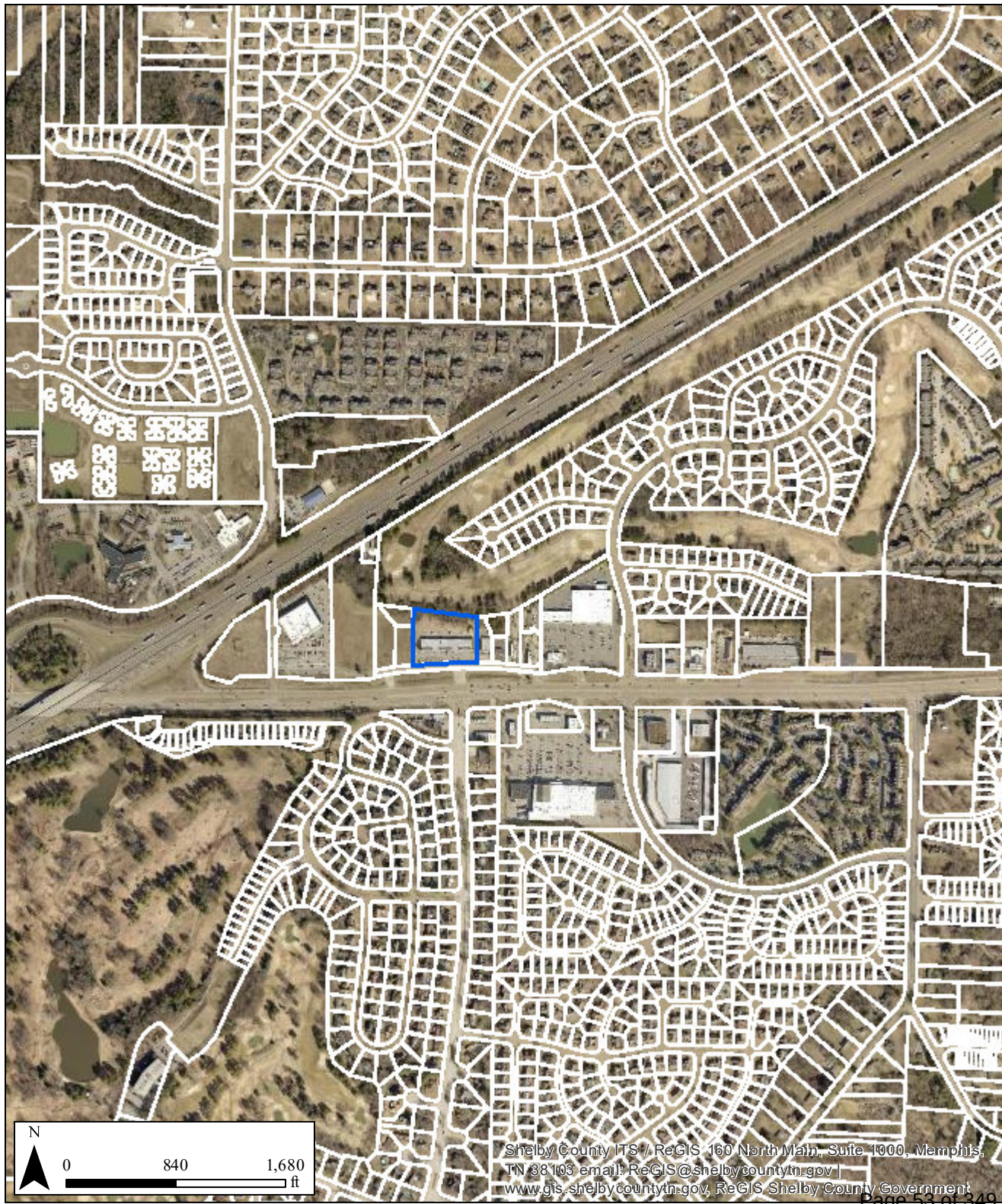
Total Acres: 2.849

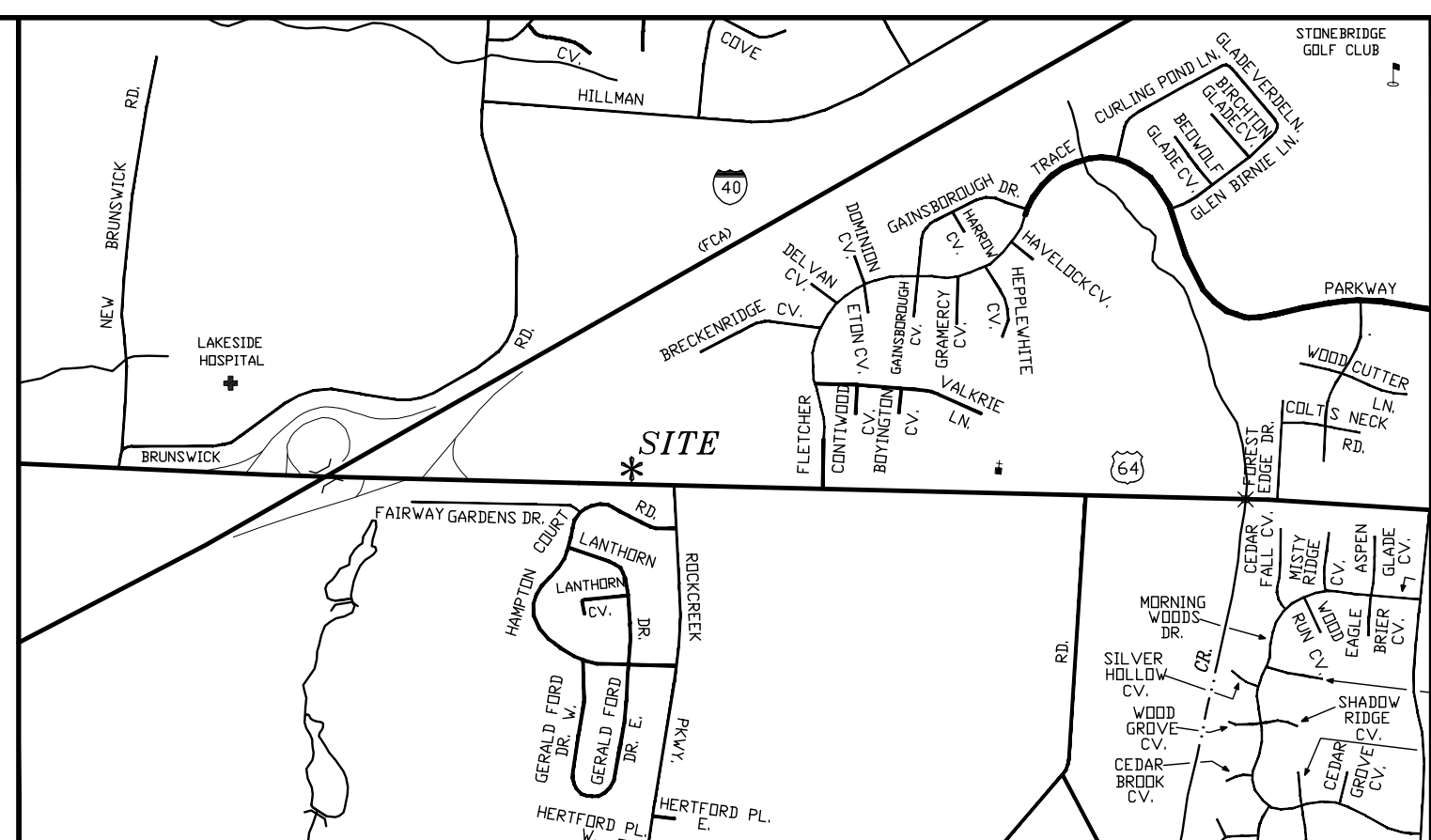
Owner Address: 1010 JUNE RD STE 201

MEMPHIS TN

38119 3724

Map prepared on 12/28/2022





SHELBY COUNTY, TENNESSEE

Commencing at a fed rebar in the north line of Country Bridge Road (40' Private R.O.W.), said point being the southeast corner of the BPH building, thence north 02 degrees 14 minutes 55 seconds east with the east line of said property recorded at Instrument No. 21042215 and the northward extension of said line 100.00 feet to a point of Beginning; thence along Lot 5, Part of Lot 6 and Part of Lot 7, Re-subdivision of Lot 5, Part of Lot 6 and Part of Lot 7, The Stonebridge Subdivision, recorded at Instrument No. 21042215, to a point of Beginning; thence north 87 degrees 45 minutes 05 seconds west, 60.00 feet to a set 1/2" rebar with plastic cap; north 02 degrees 14 minutes 55 seconds east, 40.00 feet to a point of Beginning; thence north 87 degrees 45 minutes 05 seconds east, 60.00 feet to a set 1/2" rebar with plastic cap; south 02 degrees 14 minutes 55 seconds west, 40.00 feet to the Point of Beginning.

Commencing at a fed rebar in the north line of Country Bridge Road (40' Private R.O.W.), said point being the southeast corner of the BPH Investments, LLC property recorded at Instrument No. 21042215; thence south 87 degrees 50 minutes 31 seconds west along the north line of Country Bridge Road, 5.10 feet to the Point of Beginning; thence across the proposed road easement area, south 69 degrees 55 minutes 55 seconds east, 5.10 feet to the centerline of the proposed road easement; Lot 6 and Part of Lot 7, The Stonebridge Commercial Subdivision, recorded in Plot Book 291, Page 53 the following calls: north 02 degrees 19 minutes 54 seconds east, 22.00 feet; south 87 degrees 55 minutes 55 seconds west, 5.49 feet to a set 1/2" rebar with plastic cap at the southeast corner of the Proposed Ground Lease Area described herein; north 02 degrees 19 minutes 54 seconds east, 22.00 feet to the northeast corner of the Proposed Ground Lease Area, 22.00 feet; south 87 degrees 45 minutes 05 seconds east, 32.52 feet; south 02 degrees 19 minutes 54 seconds west, 295.62 feet to the Point of Beginning; or thereunto, the same as shown by the plat attached hereto and made a part hereof.

- NOTES CONTINUED:**
12. If this survey plat is also provided in electronic form, the electronic copy must be compared to the original hard copy issued at the survey date with its original seal to insure the accuracy of the information and to further insure that no changes, alterations or modifications have been made. No reliance should be made on a document transmitted by computer or other electronic means unless first compared to the original sealed document issued at the time of the survey.
 13. Survey is valid only if print has original seal of surveyor.
 14. Elevations shown hereon were taken on the ground using T.B.M. noted hereon.
 15. Contours were plotted at one foot intervals for convenience only.
 16. Contours were derived from elevations taken on the ground by means of rodgl. topo. and are relative to T.B.M. noted hereon.

NUMBER	DIRECTION	DISTANCE
L1	N 87°45'05" W	60.00'
L2	N 02°14'55" E	40.00'
L3	S 87°45'05" E	60.00'
L4	S 02°14'55" W	40.00'
L5	N 87°49'42" E	5.10'
L6	N 87°45'05" W	5.49'
L7	S 87°45'05" E	32.52'
L8	S 87°50'31" W	27.08'

LEGEND:

P. O. B.	POINT OF BEGINNING
P. O. C.	POINT OF COMMENCEMENT
R. O. W.	RIGHT-OF-WAY
P. B.	PLAT BOOK
P. G.	PAGE
INST.	INSTRUMENT
No.	NUMBER
S. F.	SQUARE FEET
S. S.	SANITARY SEWER
UTIL.	UTILITY
ESMT.	EASEMENT
ET	ELECTRIC TRANSFORMER
LP	LIGHT POLE
SIP	SET 1/2" REBAR
	W/PLASTIC CAP

M I L E S T O N E L A N D S U R V E Y I N G , I N C .

By	Regis T. Storch, Jr., RLS	Date
	Vice President	
	Tennessee Certificate No. 2138	

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 • mike@mfpeng.com

June 16, 2022

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

Re: Proposed 150-ft Monopole
Located in Shelby Co., TN: Site #TN2744 – Stonebridge
8922 U.S. Highway 64, Cell, Lakeland, TN 38002
MFP #90122-008

Mr. Anthony,

Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-second gust wind speed of 90 mph (V_{asd}) in accordance with ANSI/TIA-222-G for Shelby County. *The design will also conform to the requirements of the 2015 International Building Code for an equivalent, ultimate, wind speed of 116 mph (V_{ult}). This design also exceeds the Lakeland required 70 mph with ½" ice, 100 mph (no-ice) wind and Seismic Zone 3.*

This monopole will be intentionally designed to accommodate a theoretical fall radius. The upper 50' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 100' elevation. The yielded section would result in a maximum 50' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



III. Zoning Regulations

Section 14 – Supplemental District Regulations and Special Provisions

Wireless Transmission Facilities

3. Amateur Radio Station Operator/Receive Only Antenna not exceeding sixty-five (65) feet in height and in compliance with the following:
 - a. The tower shall be located so that no part of the antenna or its elements shall encroach within the required side or rear yard setbacks or within ten feet of any easement for overhead electric distribution or transmission lines.
 - b. The tower and any element of the tower, including guy wires or anchors, shall not be located within the front twenty (20) percent of any area of the tract or lot abutting a public street or approved private drive.
 - c. The tower height shall be established as the tallest point of the supporting tower and shall not include antenna mast or antenna elements affixed to the tower.
 - d. No more than one such tower shall be located on a tract or lot.
 - e. The request for a building permit shall be accompanied by a copy of a valid Amateur Radio Operators licensed issued by the FCC for the location requested.
 - f. Installation shall conform to all local building code and structural design requirements pertaining to wind loading and structural strength characteristics protecting against collapse of the tower.
 - g. Provisions must be made to keep children from climbing the tower. At a minimum, an enclosure including gates, shall be constructed around the property or the tower at least four (4) feet above the underlying grounds to adequately restrict access to the base of the tower from small children.
 - h. There shall be administrative site plan review to provide landscape screening to reasonably screen the tower from adjacent residential properties as determined by the Planning Director.

G. Site Plan

The applicant shall submit a site plan describing the concept for the development of the entire parcel containing the wireless transmission facility as described in Article 1, Section 4(K).

H. Time Limitation.

A final plan approved by the Planning Commission with a recommendation from the Design Review Commission shall be valid for a period not to exceed six (6) months. If substantial construction on the wireless transmission facility has not begun within six (6) months, the approval shall expire, and the applicant shall be required to resubmit plans to the Planning Commission with a recommendation

from the Design Review Commission for approval based upon the latest technical and development standards for such facilities contained in this section as well as other applicable provisions contained in the Zoning Ordinance and Lakeland Municipal Code.

I. Technical Standards

1. **Frontage and setbacks.** Towers within all agricultural and residential districts shall be located on a single lot with a minimum of two hundred (200) feet of frontage on a public street (except when antenna is installed on existing electrical transmission towers or utility poles). Towers installed in zoning classifications other than agricultural and residential zoning districts shall conform to the minimum lot area and lot width requirements prescribed for the district in which the tower will be placed. The minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred (200) feet or two hundred percent (200%) of the height of the tower, whichever is greater; provided, however, in the case of self-supporting lattice or guyed towers the minimum distance from the base of the tower to any right-of-way and adjoining property line shall be equivalent to or greater than two hundred fifty (250) feet or three hundred percent (300%) of the height of the tower, whichever is greater. Guys shall be placed no closer than seventy-five (75) feet from a right-of-way or adjoining property line. No buildings or structures shall be located within the setback area of any required yard, thereby providing a clear fall zone for the tower to any right-of-way and adjoining property line. The setbacks for all associated appurtenances, including buildings, cabinets, structures and facilities, shall correspond with the minimum setback requirements established for the zoning district in which the use is proposed.
2. **Separation Distance between Off-Site Uses.** Tower separation shall be measured from the base of the tower to the lot line of off-site uses or designated areas as specified in the table below.



May 24, 2011

City of Southaven, Mississippi
Planning Commission
Board of Aldermen
City Hall
8710 Northwest Drive
Southaven, MS 38671

Re: 160-Ft Flagpole
Site: Sammy's Man of Fashion, Southaven, Desoto County, MS
Quote No.: J110523001, Design No.: M11-0090

To whom it may be concerned,

FWT has designed the above mentioned monopole under the anticipated wind load. Communication towers are designed in accordance with the Telecommunications Industries Association Standard TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas." This standard is modeled after the ANSI A58.1 standard, which is now known as ASCE-7. The TIA standard was introduced to thoroughly address all of the design criteria specifically applicable to steel communications structures. Much of these specific design criteria are often missing in local building codes. The wind loading requirements in ASCE-7 are also the basis for building codes throughout the United States.

The above mentioned flagpole was designed in accordance with the TIA-222-G with the following load conditions:

1. Three second gust wind speed of 90-mph - For strength design
2. Three second gust wind speed of 30-mph plus 1" radial ice - For strength design
3. Service wind speed of 60 mph - For deflection limitations only
4. Structural Class II, Exposure Category C, and Topographic Category 1

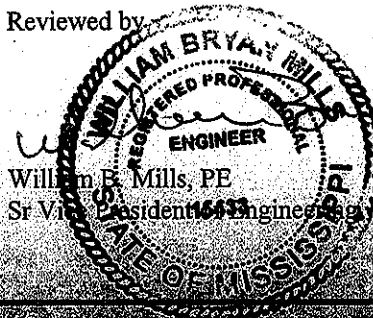
The probability of failure is remote considering the high wind and the load factors used in the design. The steel used to fabricate the structure is very flexible to ensure that the monopole does not fall to the ground. In the unlikely event of tower failure, towers would fall down due to a direct hit from a hurricane or tornado, which would destroy all the structures around the devastated area beside the tower. Additionally, this structure has been engineered to fall within itself or close to "0" fall zone because all stress ratios including shafts, anchor rods and base plate were no greater than 80% or 25% of their capacity were reserved. This structure will be no more likely to fail than any other properly designed structure in the area.

The flagpole is designed to carry a flag (20' X 30') attached to a concealment where antennas are shielded inside. If additional information is required, or if we can be of further service, please feel free to contact FWT at 1-800-433-1816.

Sincerely,

Ta-Wen Lee, PhD, PE
Manager of Telecommunications Division

Reviewed by



William E. Mills, PE
Sr Vice President



Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 • mike@mfpeng.com

March 29, 2019

Mr. Don Jones
Principal Planner
Memphis and Shelby County
Office of Planning and Development

Re: Proposed 160-ft Monopole
Located at 5807 Quince Road Cell, Memphis, TN 38119
Site: Phase I Quince and Lynnfield PD
MFP #90119-003

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-second gust wind speed of 90 mph (V_{asd}) in accordance with ANSI/TIA-222-G for Shelby County. *The design will also conform to the requirements of the 2012 International Building Code for an equivalent ultimate wind speed of 116 mph (V_{ult}).*

This monopole will be intentionally designed to accommodate a theoretical fall radius. The upper 100' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 60' elevation. The yielded section would result in a maximum 100' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



Michael F. Plahovinsak, P.E.

September 14, 2022

Thomas Skehan
Regional Planner
Haywood County, Tennessee
1 North Washington
Brownsville, TN 38012

Re: Proposed 205' Monopole
Located in Haywood Co., TN: Site #TN1024 Mega Site NW Keeling
MFP #90122-015

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication tower. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this pole to withstand a 3-second gust wind speed of 105 mph (V_{ult}) in accordance with ANSI/TIA-222-H for Haywood County, *which exceeds the requested wind speed of 70 mph with ½" radial ice*. The design will also conform to the requirements of the 2018 International Building Code.

This pole will be intentionally designed to accommodate a theoretical fall radius. The upper 100' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 105' elevation. The yielded sections would result in a maximum 100' fall radius, but would most likely remain connected and hang from the standing sections.

The structure will be designed with all of the applicable factors as required by the code. Communication towers are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in tower structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



9.14.2022

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

May 25, 2019

Memphis / Shelby Co. Office of Planning: Mr. Don Jones
125 N. Main St. Suite 468
Memphis, TN 38104

Re: Proposed 160-ft Pine Tree Monopole
Located in Shelby Co., TN: TN-1042 Cordova
MFP Project #: 90119-005

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-sec. gusted wind speed of 90 mph (Vasd) as recommended by ANSI/TIA-222-G for Shelby Co., TN. The design will also conform to the requirements of the 2012 International Building Code for an equivalent ultimate wind speed of 116 mph (Vult).

This monopole will be designed to accommodate a theoretical fall radius. The upper 70' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole has been designed according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 90' elevation. The yielded section would result in a maximum 70' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.



Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions



Foundation Engineering Management, Inc.

1138 Hall Drive
Somerville, Tennessee 38068
(901) 386-2275 / fax (901) 465-3212

July 26, 2018

Memphis and Shelby County
Office of Construction Code Enforcement
6465 Mullins Station Rd.
Memphis, TN 38134

Re: 4626 Seed Tick Rd.
Permit #B1098589

Ladies and Gentlemen:

This is to certify that this firm made a pre-pour observation of the foundation for the cell tower on the property referenced on July 18, 2018, and that, to the best of my knowledge and belief, said foundation has been built in substantial conformance with the construction drawings and in accord with proper construction practice. The foundation is 32' deep, 8' in diameter and reinforced with 32 #11 vertical reinforcing bars. Investigation of subsoil conditions and design were provided by others.

The tower was erected on July 26, 2018.

This report is based on observations and information available, known and declared at the date of the inspection. This report is not a warranty of the performance of the foundation or the soils upon which it is built. This report is furnished as privileged to the addressee.

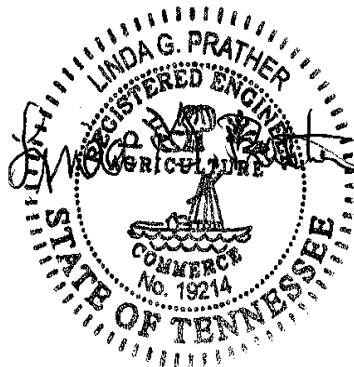
Yours truly,



Linda G. Prather, P.E.
Tennessee #19214

cc: Tower Ventures, LLC

file # 2018-1227



Michael F. Plahovinsak, P.E.

July 11, 2019

Dyer County, Tennessee
Mr. John Pleasant, Dyer County Building Inspector
1910 Pioneer Road
Dyersburg, TN 38024

Re: Proposed 300' Self Support Tower – TV6 Argus Towers, LLC
Located in Dyer Co., TN: Hwy 78 & Puckett Ln
MFP #90119-008

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication tower. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I can design this tower to withstand a 3-second gust wind speed of 90 mph (V_{asd}) in accordance with ANSI/TIA-222-G for Dyer County. *The design will also conform to the requirements of the 2012+ International Building Code for an equivalent ultimate wind speed of 115 mph (V_{ult}).*

This tower will be intentionally designed to accommodate a theoretical fall radius. The upper 120' of the tower will be designed to meet the wind loads of the design, however, the lower portion of the tower will be designed with a minimum 10% extra capacity. Assuming the tower will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 180' elevation. The upper sections of the structure would buckle, and collapse within the 120' of the tower resulting in a maximum 120' fall radius.

The structure will be designed with all of the applicable factors as required by the code. Communication towers are safe structures with a long history of reliable operation.

I hope this review of the tower design has given you a greater degree of comfort regarding the design capacity inherent in tower structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 • mike@mfpeng.com

August 3, 2022

City of Stanton, TN
C/O Mayor Allan Sterbinsky
8 South Main Street
Stanton, Tennessee 38069

Re: Proposed 190-ft Monopole
Located in Haywood Co., TN: Site #TN1023 Stanton
MFP #90122-013

Communication structures are designed in accordance with the Telecommunications Industry Association TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to support (4) wireless carriers at 190', 178', 166' and 154'. The pole will be designed to withstand a 3-second gust wind speed of 105 mph (V_{ult}) in accordance with TIA-222-H (IBC 2018) for Haywood County. *The pole design will also meet 70 mph sustained with concurrent 1/2" ice.*

This monopole will be intentionally designed to accommodate a theoretical fall radius. The upper 50' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 140' elevation. The yielded section would result in a maximum 50' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,



Michael F. Plahovinsak, P.E.
Professional Engineer



8.3.2022

Michael F. Plahovinsak, P.E.

April 8, 2022

Thomas Skehan
Regional Planner
Haywood County, Tennessee
1 North Washington
Brownsville, TN 38012

Re: Proposed 250' Self Support Tower
Located in Haywood Co., TN: Site #TN1028 Mega Site Fredonia
MFP #90122-006

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication tower. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I can design this tower to withstand a 3-second gust wind speed of 105 mph (V_{ult}) in accordance with ANSI/TIA-222-H for Haywood County *which exceeds the requested wind speed of 70 mph with ½" radial ice*. The design will also conform to the requirements of the 2018 International Building Code.

This tower will be intentionally designed to accommodate a theoretical fall radius. The upper 120' of the tower will be designed to meet the wind loads of the design, however, the lower portion of the tower will be designed with a minimum 10% extra capacity. Assuming the tower will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 130' elevation. The upper sections of the structure would buckle, and collapse within the 120' of the tower resulting in a maximum 120' fall radius.

The structure will be designed with all of the applicable factors as required by the code. Communication towers are safe structures with a long history of reliable operation.

I hope this review of the tower design has given you a greater degree of comfort regarding the design capacity inherent in tower structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,



Michael F. Plahovinsak, P.E.
Professional Engineer

4.8.2022

Michael F. Plahovinsak, P.E.

May 31, 2022

Mr. Jim Atkinson, Acting Planner
Fayette County Planning Department
16265 US Highway 64
Somerville, TN 38068

Re: Proposed 250' Self Support Tower
Located in Fayette Co., TN: Site #TN1066 Mega South South
MFP #90122-007

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication tower. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I can design this tower to withstand a 3-second gust wind speed of 105 mph (V_{ult}) in accordance with ANSI/TIA-222-H for Fayette County. The design will also conform to the requirements of the 2018 International Building Code.

This tower will be intentionally designed to accommodate a theoretical fall radius. The upper 100' of the tower will be designed to meet the wind loads of the design, however, the lower portion of the tower will be designed with a minimum 10% extra capacity. Assuming the tower will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 150' elevation. The upper sections of the structure would buckle, and collapse within the 100' of the tower resulting in a maximum 100' fall radius.

The structure will be designed with all of the applicable factors as required by the code. Communication towers are safe structures with a long history of reliable operation.

I hope this review of the tower design has given you a greater degree of comfort regarding the design capacity inherent in tower structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



5.31.2022

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

December 9, 2019

Beaumont Planning Division / Adina Josey CFM
801 Main Street, Room 201
Beaumont, TX 77701

Re: Proposed 180-ft Monopole
Located in Jefferson Co., TX: TX1051 Beaumont Rosedale
MFP Project #: 90119-014

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to withstand a 3-sec. gusted wind speed of 109 mph (Vasd) as recommended by ANSI/TIA-222-G for Jefferson Co., TX. The design will also conform to the requirements of the 2006-2015 International Building Code for an equivalent ultimate wind speed of 141 mph (Vult).

This monopole will be designed to accommodate a theoretical fall radius. The upper 30' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole has been designed according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 150' elevation. The yielded section would result in a maximum 30' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.



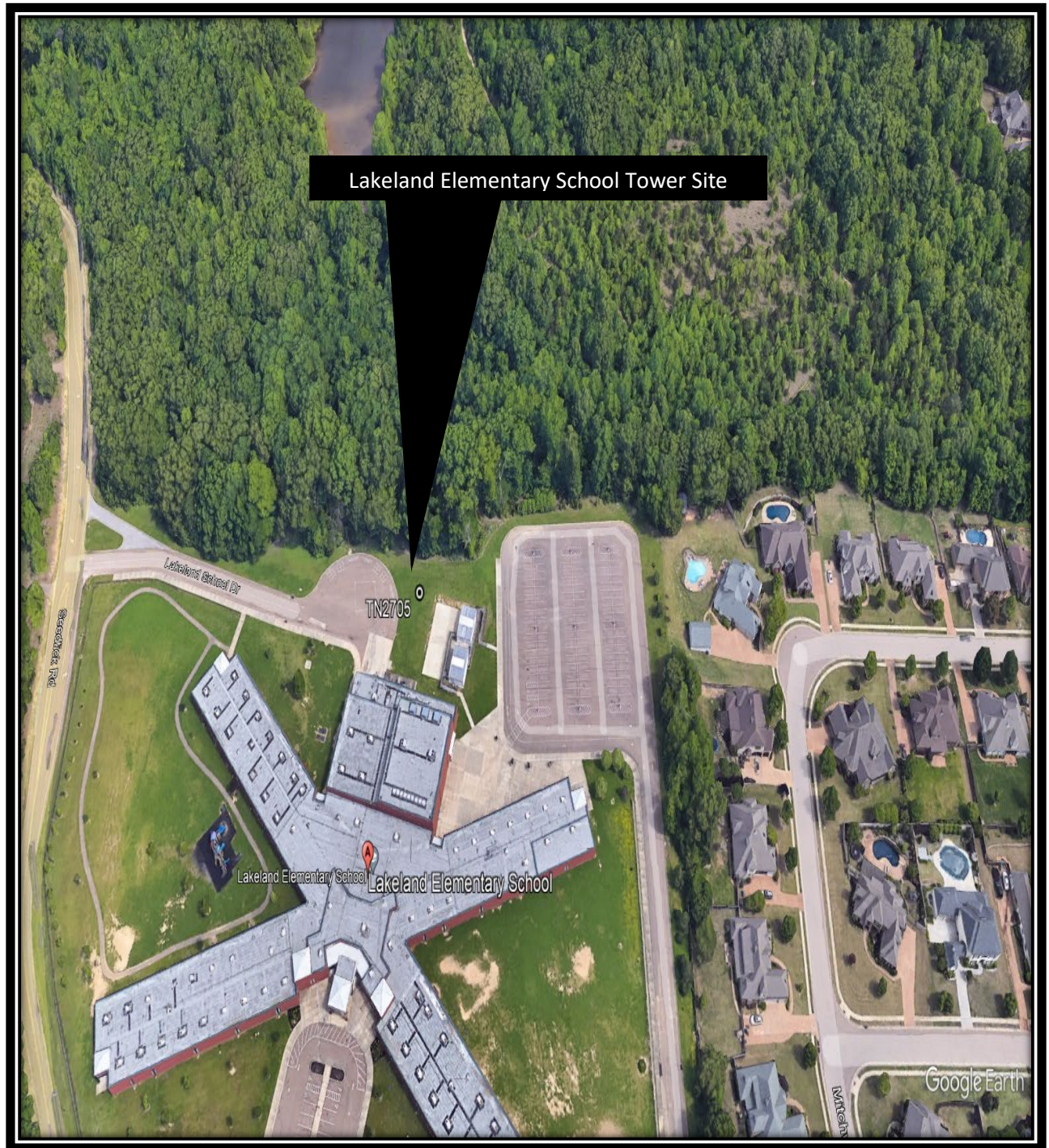
Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions



Lakeland, TN – Lakeland Elementary School - Site



Lakeland, TN – Lakeland Elementary School - Site



[illegible]

Lakeland School Tower -Tower Failure Letter

Foundation Engineering Management, Inc.

1138 Hall Drive
Somerville, Tennessee 38068
(901) 386-2275 / fax (901) 465-3212

July 26, 2018

Memphis and Shelby County
Office of Construction Code Enforcement
6465 Mullins Station Rd.
Memphis, TN 38134

Re: 4626 Seed Tick Rd.
Permit #B1098589

Ladies and Gentlemen:

This is to certify that this firm made a pre-pour observation of the foundation for the cell tower on the property referenced on July 18, 2018, and that, to the best of my knowledge and belief, said foundation has been built in substantial conformance with the construction drawings and in accord with proper construction practice. The foundation is 32' deep, 8' in diameter and reinforced with 32 #11 vertical reinforcing bars. Investigation of subsoil conditions and design were provided by others.

The tower was erected on July 26, 2018.

This report is based on observations and information available, known and declared at the date of the inspection. This report is not a warranty of the performance of the foundation or the soils upon which it is built. This report is furnished as privileged to the addressee.

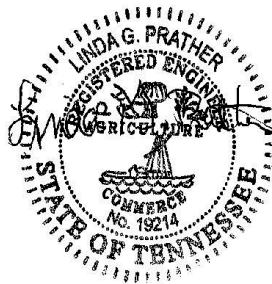
Yours truly,



Linda G. Prather, P.E.
Tennessee #19214

cc: Tower Ventures, LLC

file # 2018-1227



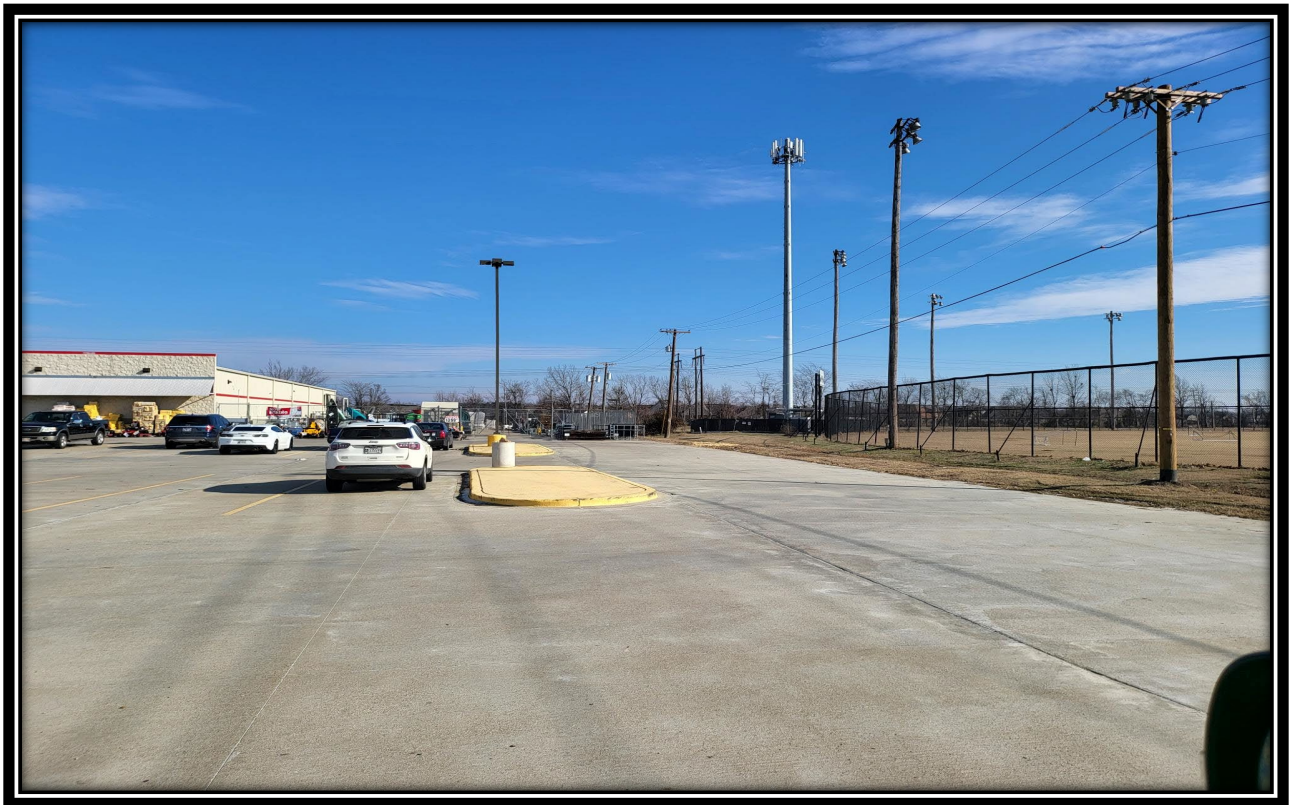
Arlington, TN – Jetway RD - Site



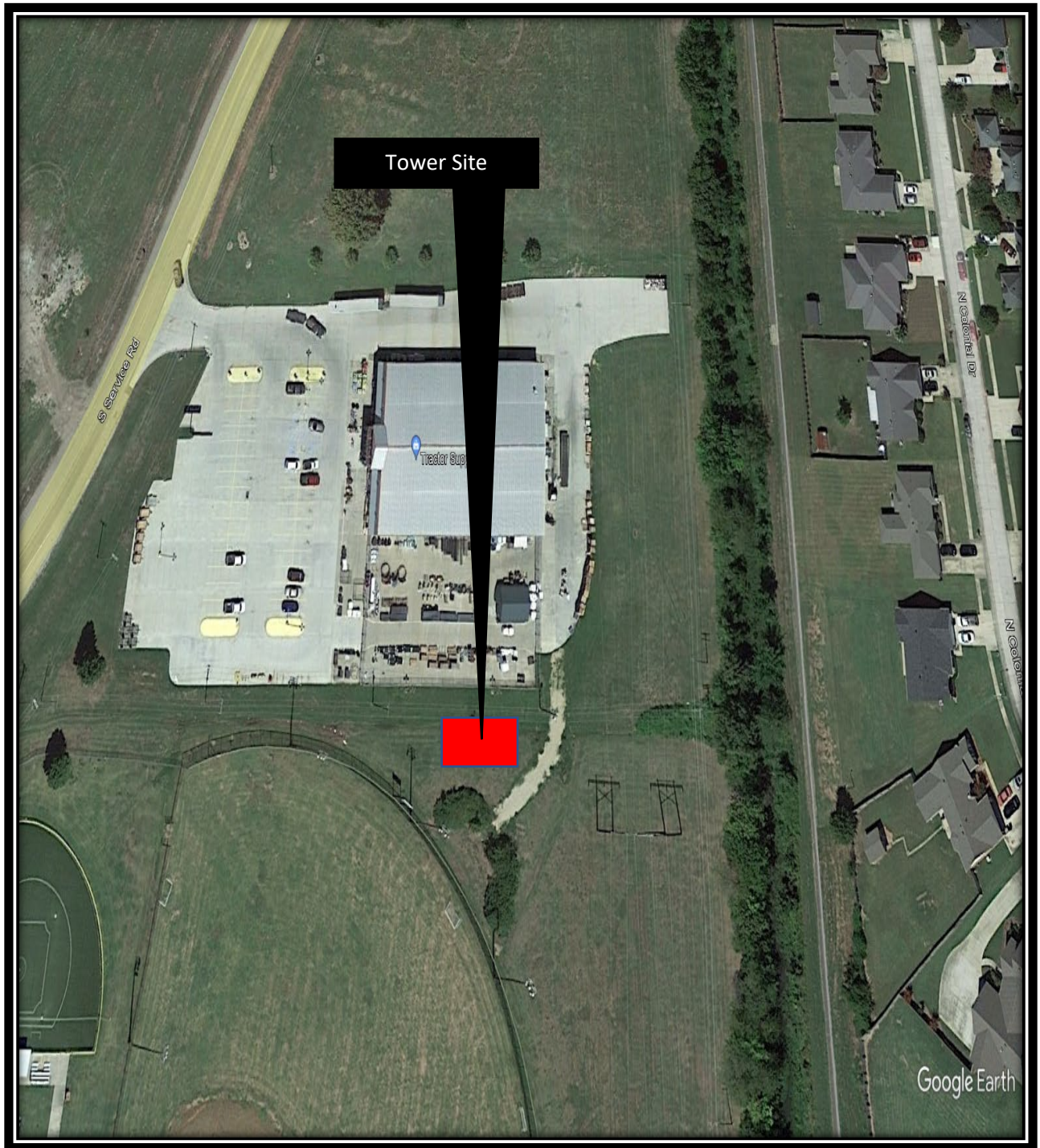
Arlington, TN – Jetway RD - Site



West Memphis – Tilden Rogers Park - Site



West Memphis – Tilden Rogers Park – Site

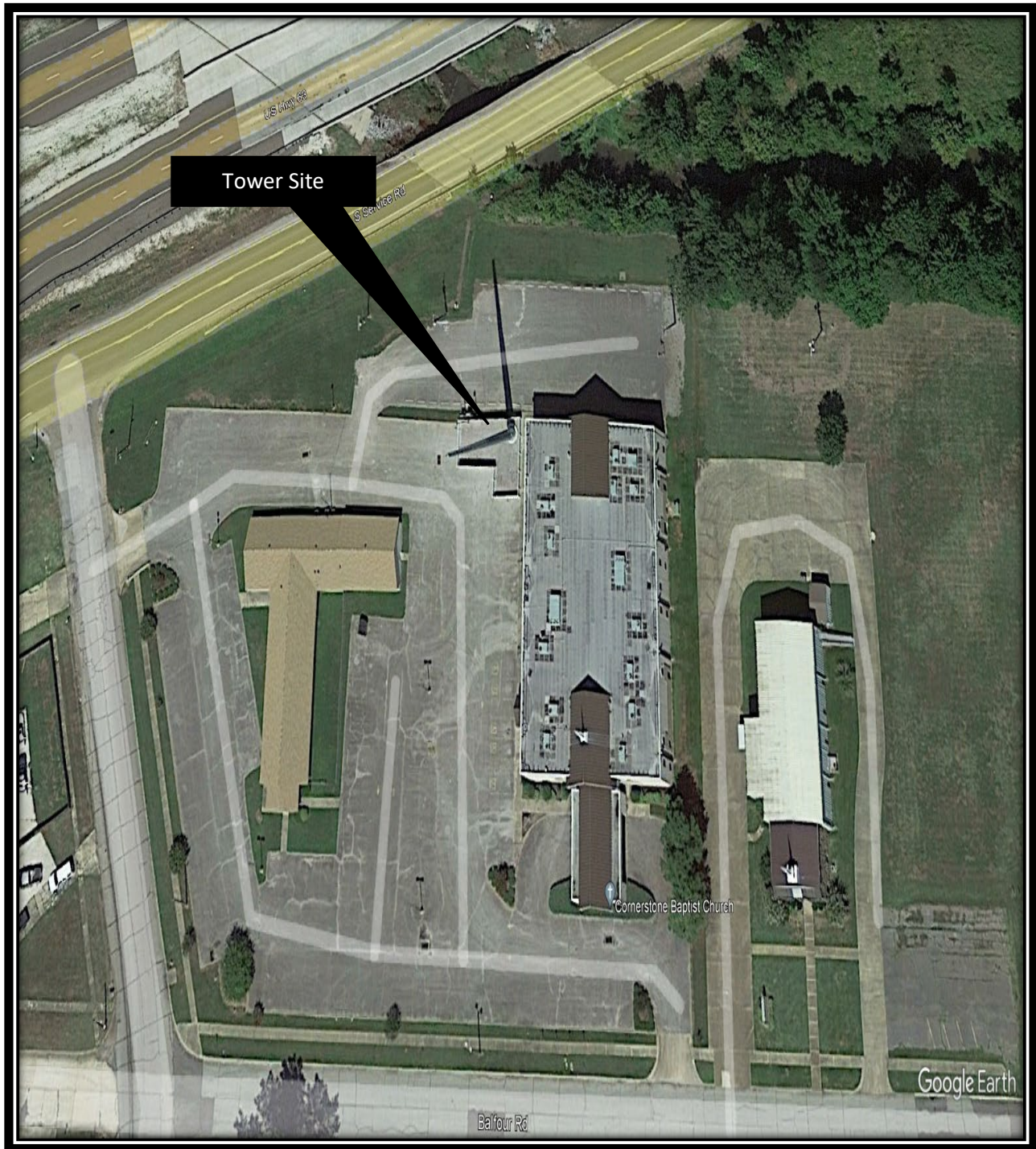


Page 77 of 349

West Memphis – Balfour RD Tower - Site



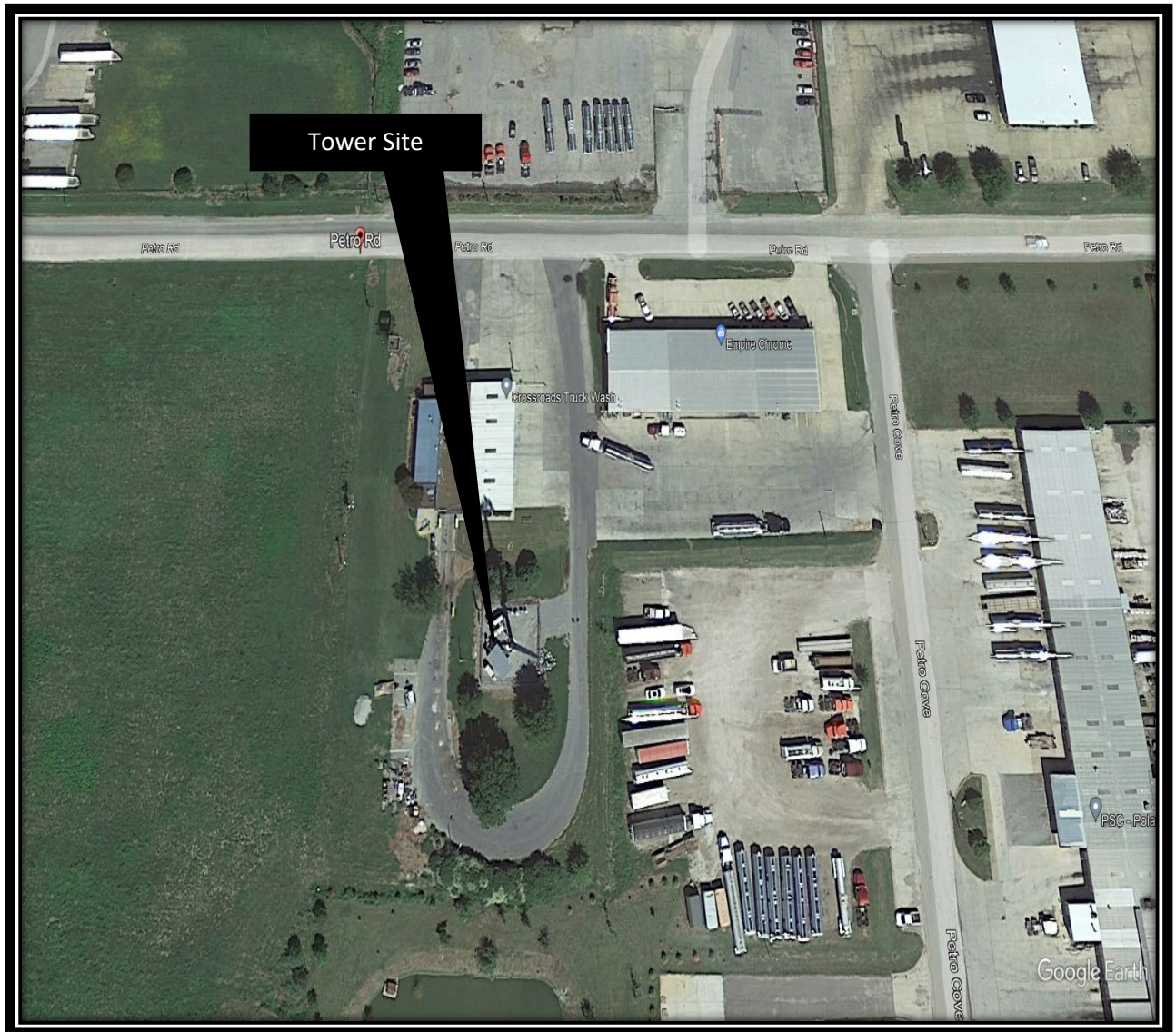
West Memphis – Balfour RD Tower - Site



West Memphis – Petro RD Tower - Site



West Memphis – Petro RD Tower – Site



Marion AR –Tower -Site



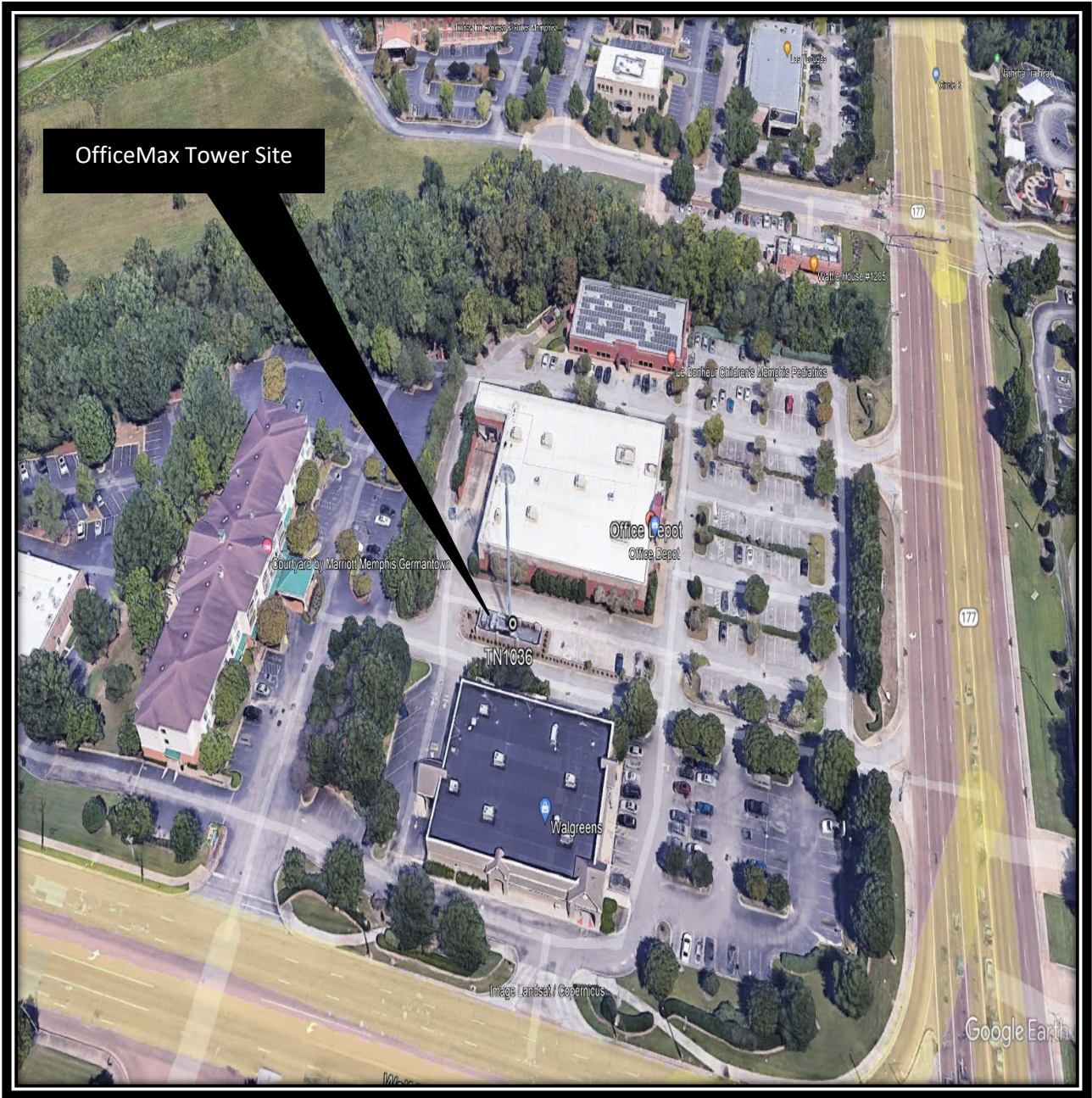
Marion AR –Tower -Site



Germantown, TN – OfficeMax – Site



Germantown, TN – OfficeMax – Site



[illegible]

Germantown, TN – OfficeMax -Tower Failure Letter

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064
(614) 398-6250 • mike@mfpeng.com

May 1, 2020

Tower Ventures

Re: Proposed 140' Monopole
Located in Shelby Co., TN: TN1036 Wolf River
MFP #90120-006 / TVT I LLC

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I will design this monopole to in accordance with ANSI/TIA-222-G for Shelby County. *The design will also conform to the requirements of the 2015 International Building Code.*

Additionally, I will design the tower to meet/exceed the following standards as required by the local jurisdiction:

- 1. 70 MPH with ½" radial ice as per ANSI standards, 100 MPH with 130 MPH 3-second wind gusts**
- 2. Structure Class II, Exposure C, Topographic Category 1 with a crest height of 0 ft.**
- 3. Seismic Zone 3**
- 3. Fall zone/radius will be 30'**

This monopole will be intentionally designed to accommodate a theoretical fall radius. The upper 30' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole will be fabricated according to my design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield/buckle at the 110' elevation. The yielded section would result in a maximum 30' fall radius, but would most likely remain connected and hang from the standing section.

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



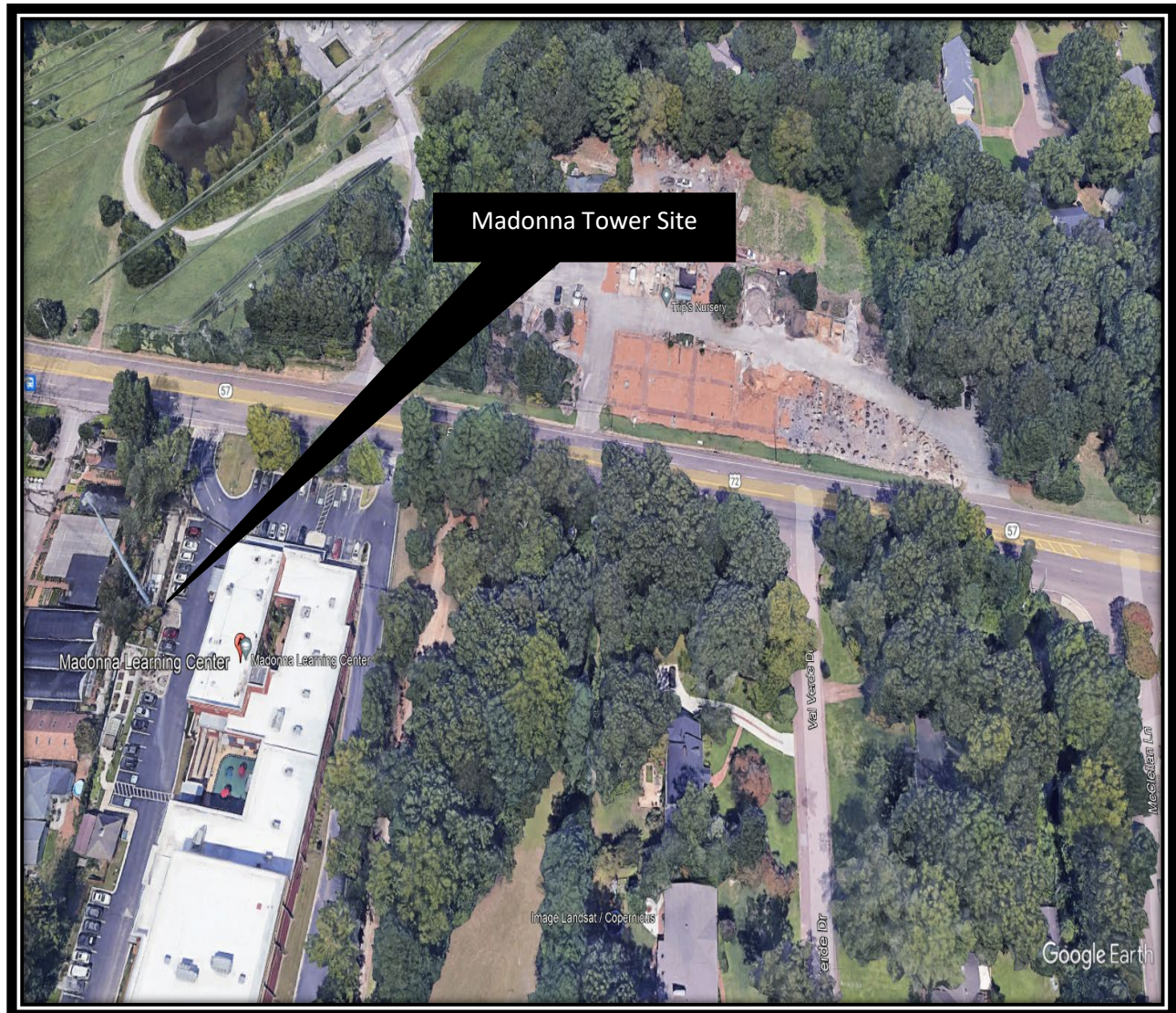
Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions



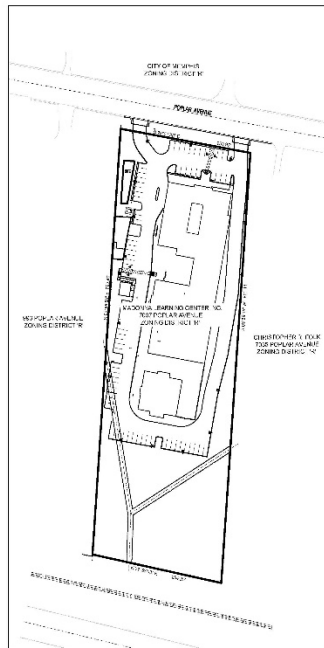
Germantown, TN – Madonna School – Site



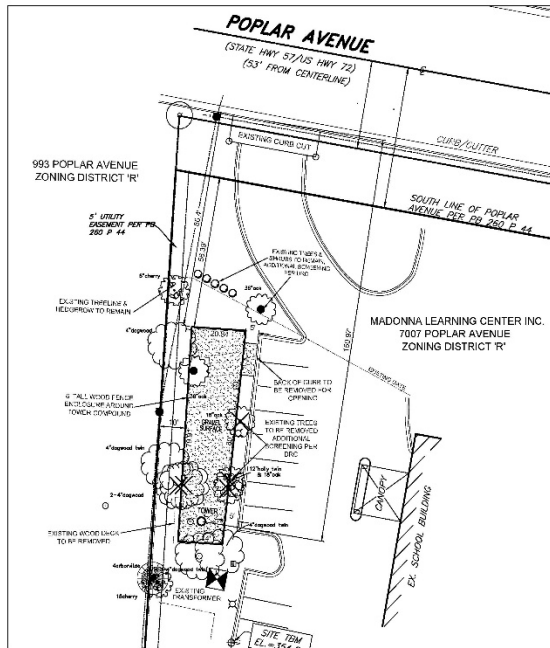
Germantown, TN – Madonna School – Site



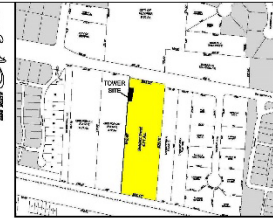
Germantown, TN – Madonna School - Site plan



OVERALL SITE PLAN
SCALE: 1"=100'



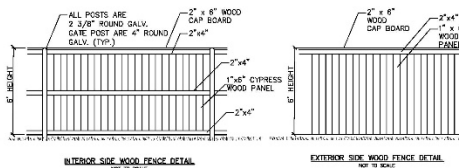
ENLARGED SITE PLAN
SCALE: 1"=20'



VICINITY MAP



MONOPINE 140' TOWER ELEVATION
SCALE: NTS



FACILITY ENCLOSURE FENCE DETAIL

PROJECT NOTES

1. ALL EXISTING CURB CUTS TO REMAIN - NO CHANGES.
2. ALL EXISTING DRIVES TO REMAIN - NO CHANGES.
3. ALL EXISTING PARKING AREAS TO REMAIN - NO CHANGES
4. ALL EXISTING PARKING LIGHTS TO REMAIN - NO CHANGES

✕ DENOTES TREES TO BE REMOVED

Site Plan		
Madonna Learning Center, Inc. 7007 Poplar Avenue		
Germantown, TENNESSEE		
ZONING DIST: R	4.73 Acres	PARCEL ID: G021300113
OWNER: MADONNA LEARNING CENTER, INC. 7007 POPLAR AVENUE GERMANTOWN, TENNESSEE 38138	PREPARED BY: RSC/ASHORTH ENGINEERING J.V. 7520 CAPITAL DRIVE, SUITE 200 GERMANTOWN, TENNESSEE 38138	
100 YEAR FID. ELEV. 317+/-	F.E.M.A. MAP PANEL NUMBER 47157C0455F	F.E.M.A. MAP DATE February 6, 2013
DATE: SEPTEMBER, 2018	SCALE: VARIES	SHEET 1 OF 1

Germantown, TN – Madonna School Tower Failure Letter



Project Number: U0142-670-181

July 30, 2018

Cameron Ross
Economic and Community Development Director
1920 S. Germantown Road
Germantown, TN 38138

REFERENCE: **Madonna School TV18-01024W-05R0: 7007 Poplar Avenue, Germantown, TN 38138
Fall Zone Letter for 140'-0" Concealment Pole**

Dear Cameron,

It is our understanding that a 140 ft concealment monopine has been proposed for this site.

The above-mentioned pole will be designed in accordance with the International Building Code, 2012 Edition and the National Standard for Towers (Structural Standards for Steel Antenna Towers and Antenna Supporting Structures, TIA-EIA-222-G). Additionally, all steel members and connections will be designed to meet the requirements of the AISC Steel Construction Manual.

The pole will be designed for the following criteria:

1. Wind speed (V): 115 mph (3-second gust) per the ASCE 7-10
2. Ice: 1" radial ice (nominal) with concurrent 30 mph wind (3-second gust)
3. Basic wind speed of 60 mph (3-second gust) for the service condition (deflection limitations only)
4. Structure Class II, Exposure C, Topographic Category 1 with a crest height of 0 ft.

It has been requested that the proposed monopine be designed for a 70ft fall zone. This requirement will be satisfied by ensuring that in the unlikely event of failure, the point of maximum stress will occur at the fall zone location, which is defined as 70ft from the top of structure. The structure above the fall zone will be designed such that the highest stress within the fall zone will be less than or equal to 100% of capacity. Expected stress ratios of all other structural elements below this point will be at least 20% less than the highest stress ratio that occurs at the fall zone location.

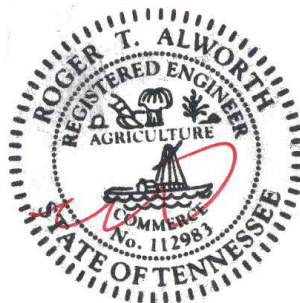
Please note that "fall zone" is a term not defined in the standards listed above. Our approach to the fall zone design is described in the preceding paragraph and is our best attempt to meet what we believe to be the intent of the fall zone request. Current code does not address failure mechanics. It is difficult to impossible to predict the behavior of a failing structure. Physics of a fall during a wind event, including possible bouncing or rolling, may place all or part of the ruptured pole section outside of the intended fall zone. Nonstructural components attached to the steel structure are outside of our scope. Nonstructural components may break free from the structure and fall outside of the fall zone even at loads below code-specified magnitudes if the components and their attachments are not properly designed and installed.

We hope this meets your needs. If you have any questions or require additional information, please call this office at your convenience.

Very truly yours,
VECTOR STRUCTURAL ENGINEERING, LLC

Roger T. Alworth, P.E.
Principal Engineer

RTA/djf



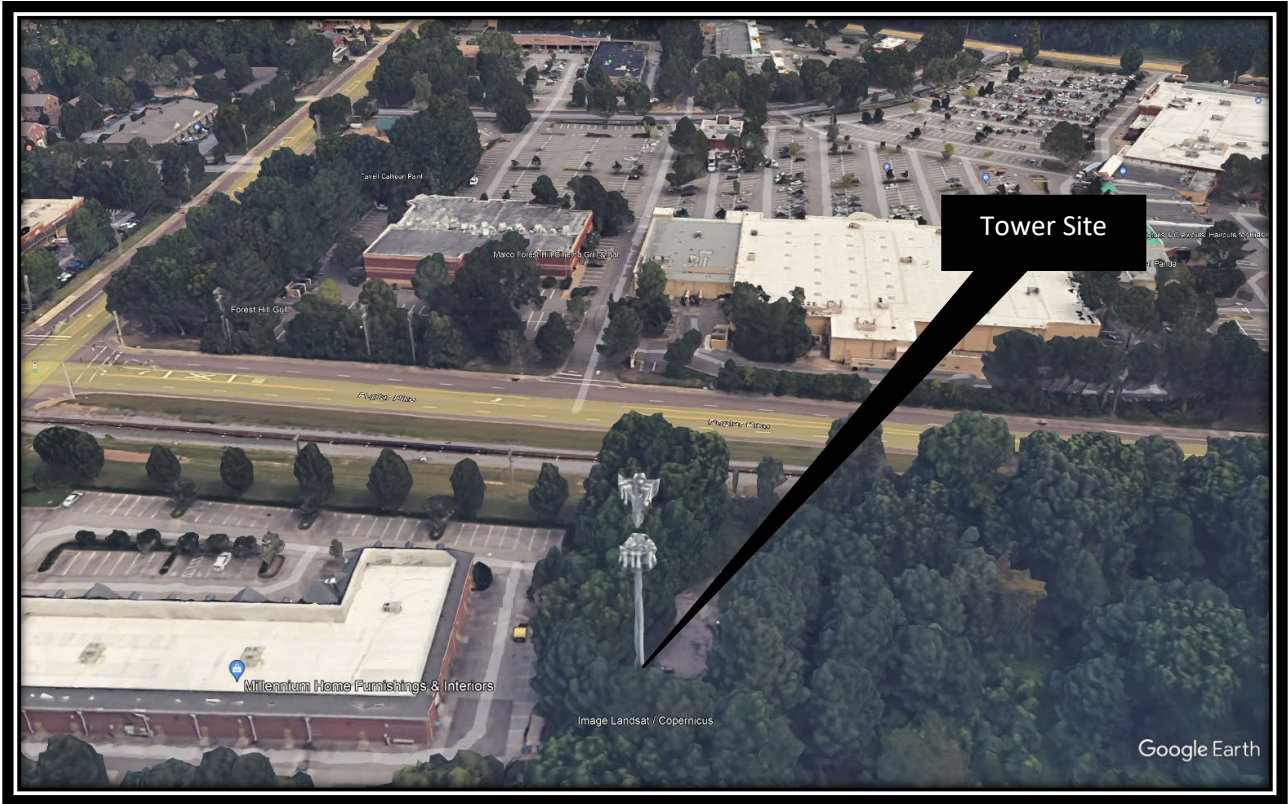
07/30/2018

651 W. Galena Park Blvd, Ste 101 / Draper, UT 84020 / T (801) 990-1775 / F (801) 990-1776 / www.vectorse.com

Germantown, TN – Other Sites – Forest Hill Irene Fire Station



Germantown, TN – Other Sites – Poplar Pike Crown Site



Southaven, MS –Goodman RD at Airways Market Place -site



PROPOSED TOWER CENTER DATA
 LATITUDE: 34°57'32.75" NORTH
 LONGITUDE: 89°59'28.00" WEST
 GROUND ELEVATION: 307 FEET (WSL)

GRAPHIC SCALE
 1" = 200'

TABLE OF COORDINATES

POINT	NORTHING	EASTING	ELEVATION
1	1000.00	1000.00	307.00
2	1000.00	1000.00	307.00
3	1000.00	1000.00	307.00
4	1000.00	1000.00	307.00
5	1000.00	1000.00	307.00
6	1000.00	1000.00	307.00
7	1000.00	1000.00	307.00
8	1000.00	1000.00	307.00
9	1000.00	1000.00	307.00
10	1000.00	1000.00	307.00
11	1000.00	1000.00	307.00
12	1000.00	1000.00	307.00
13	1000.00	1000.00	307.00
14	1000.00	1000.00	307.00
15	1000.00	1000.00	307.00
16	1000.00	1000.00	307.00
17	1000.00	1000.00	307.00
18	1000.00	1000.00	307.00
19	1000.00	1000.00	307.00
20	1000.00	1000.00	307.00
21	1000.00	1000.00	307.00
22	1000.00	1000.00	307.00
23	1000.00	1000.00	307.00
24	1000.00	1000.00	307.00
25	1000.00	1000.00	307.00
26	1000.00	1000.00	307.00
27	1000.00	1000.00	307.00
28	1000.00	1000.00	307.00
29	1000.00	1000.00	307.00
30	1000.00	1000.00	307.00
31	1000.00	1000.00	307.00
32	1000.00	1000.00	307.00
33	1000.00	1000.00	307.00
34	1000.00	1000.00	307.00
35	1000.00	1000.00	307.00
36	1000.00	1000.00	307.00
37	1000.00	1000.00	307.00
38	1000.00	1000.00	307.00
39	1000.00	1000.00	307.00
40	1000.00	1000.00	307.00
41	1000.00	1000.00	307.00
42	1000.00	1000.00	307.00
43	1000.00	1000.00	307.00
44	1000.00	1000.00	307.00
45	1000.00	1000.00	307.00
46	1000.00	1000.00	307.00
47	1000.00	1000.00	307.00
48	1000.00	1000.00	307.00
49	1000.00	1000.00	307.00
50	1000.00	1000.00	307.00
51	1000.00	1000.00	307.00
52	1000.00	1000.00	307.00
53	1000.00	1000.00	307.00
54	1000.00	1000.00	307.00
55	1000.00	1000.00	307.00
56	1000.00	1000.00	307.00
57	1000.00	1000.00	307.00
58	1000.00	1000.00	307.00
59	1000.00	1000.00	307.00
60	1000.00	1000.00	307.00
61	1000.00	1000.00	307.00
62	1000.00	1000.00	307.00
63	1000.00	1000.00	307.00
64	1000.00	1000.00	307.00
65	1000.00	1000.00	307.00
66	1000.00	1000.00	307.00
67	1000.00	1000.00	307.00
68	1000.00	1000.00	307.00
69	1000.00	1000.00	307.00
70	1000.00	1000.00	307.00
71	1000.00	1000.00	307.00
72	1000.		

Southaven MS –Goodman RD at Airways Market Place – Tower Failure Letter Zero Fall Radius



May 24, 2011

City of Southaven, Mississippi
Planning Commission
Board of Aldermen
City Hall
8710 Northwest Drive
Southaven, MS 38671

Re: 160-Ft Flagpole
Site: Sammy's Man of Fashion, Southaven, Desoto County, MS
Quote No.: J110523001, Design No.: M11-0090

To whom it may be concerned,

FWT has designed the above mentioned monopole under the anticipated wind load. Communication towers are designed in accordance with the Telecommunications Industries Association Standard TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas." This standard is modeled after the ANSI A58.1 standard, which is now known as ASCE-7. The TIA standard was introduced to thoroughly address all of the design criteria specifically applicable to steel communications structures. Much of these specific design criteria are often missing in local building codes. The wind loading requirements in ASCE-7 are also the basis for building codes throughout the United States.

The above mentioned flagpole was designed in accordance with the TIA-222-G with the following load conditions:

1. Three second gust wind speed of 90-mph – For strength design
2. Three second gust wind speed of 30-mph plus 1" radial ice – For strength design
3. Service wind speed of 60 mph - For deflection limitations only
4. Structural Class II, Exposure Category C, and Topographic Category 1

The probability of failure is remote considering the high wind and the load factors used in the design. The steel used to fabricate the structure is very flexible to ensure that the monopole does not fall to the ground. In the unlikely event of tower failure, towers would fall down due to a direct hit from a hurricane or tornado, which would destroy all the structures around the devastated area beside the tower. Additionally, this structure has been engineered to fall within itself or close to "0" fall zone because all stress ratios including shafts, anchor rods and base plate were no greater than 80% or 25% of their capacity were reserved. This structure will be no more likely to fail than any other properly designed structure in the area.

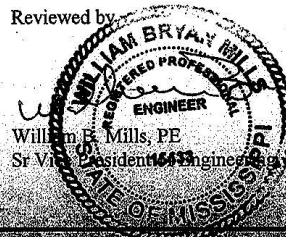
The flagpole is designed to carry a flag (20' X 30') attached to a concealment where antennas are shielded inside. If additional information is required, or if we can be of further service, please feel free to contact FWT at 1-800-433-1816.

Sincerely,

A handwritten signature in cursive script, reading 'Ta-Wen Lee', is positioned above the typed name.

Ta-Wen Lee, PhD, PE
Manager of Telecommunications Division

Reviewed by



A handwritten signature in cursive script, reading 'W. E. Mills', is written to the right of the professional seal.

5/24/11

PO BOX 8997
FORT WORTH, TX 76181-0897

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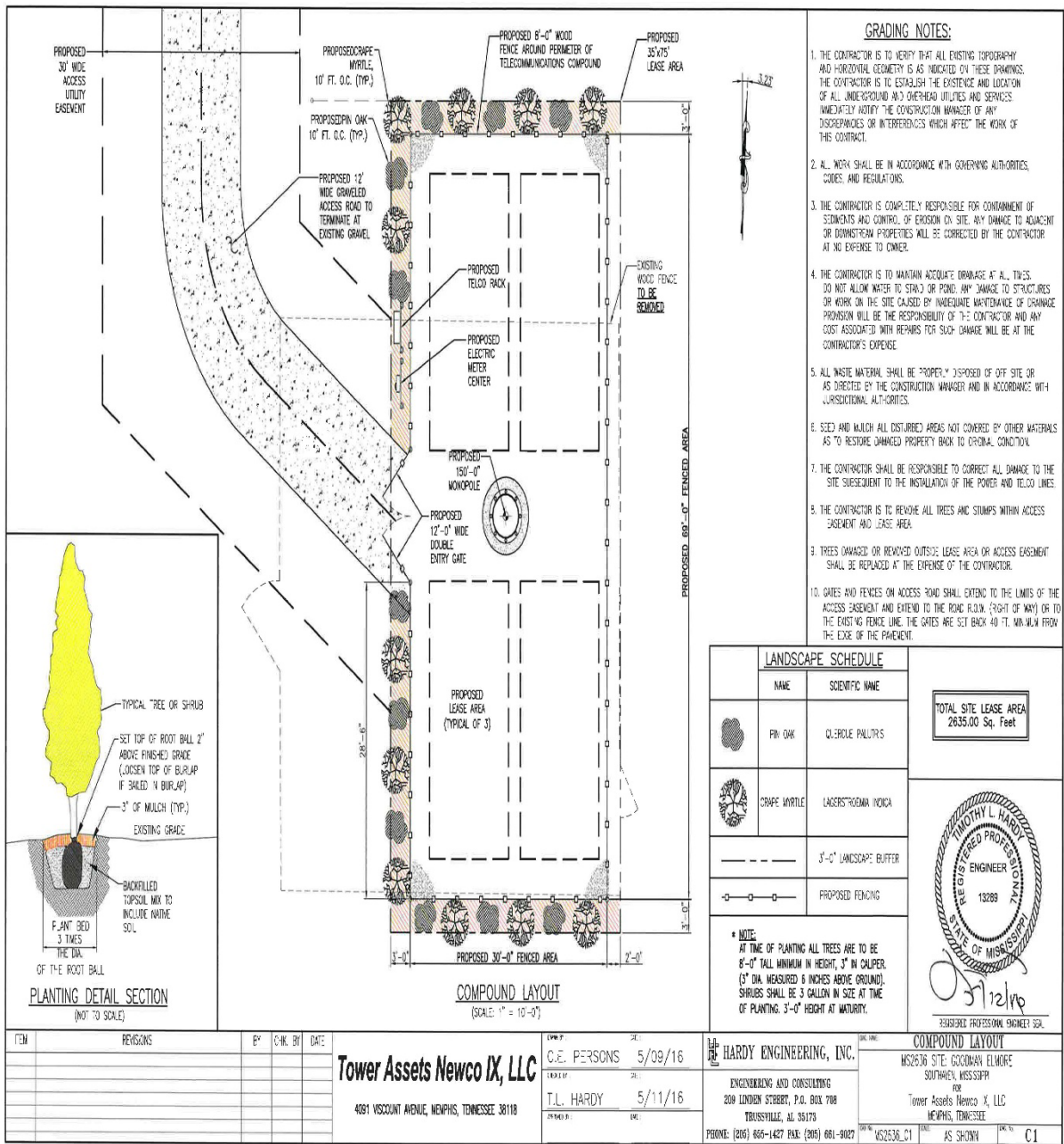
5750 E I-20
FORT WORTH, TX 76116-0001

FOR FURTHER INFORMATION

Southaven MS –Goodman & Elmore Tower Site



Southaven MS –Goodman & Elmore Tower -Site plan



Southaven MS –Goodman & Elmore Tower -Tower Failure Letter

Michael F. Plahovinsak, P.E.

April 2, 2014

City of Southaven, Mississippi
Planning Commission
Board of Alderman City Hall
8710 Northwest Drive
Southaven, MS 38671

Re: Proposed 150-ft Monopole
Located in De Soto Co., MS: Site Goodman Elmore
MFP #23514-366 / TAPP 14-0688

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I have designed this monopole to withstand a basic wind speed of 90 mph as recommended by ANSI/TIA-222-G for De Soto County. The design also conforms to the requirements of the 2006 International Building Code.

This monopole has been intentionally designed to accommodate a theoretical fall radius. The upper 15' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 10% extra capacity. Assuming the pole has been fabricated according to our design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield at the 135' elevation, resulting in a maximum 15' fall radius.

The structure has been designed with all of the applicable factors as required by the code. Communication poles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.
Professional Engineer



18501 State Route 161 - Plain City, OH 43064
(614) 398-6250 - mike@mfpeng.com

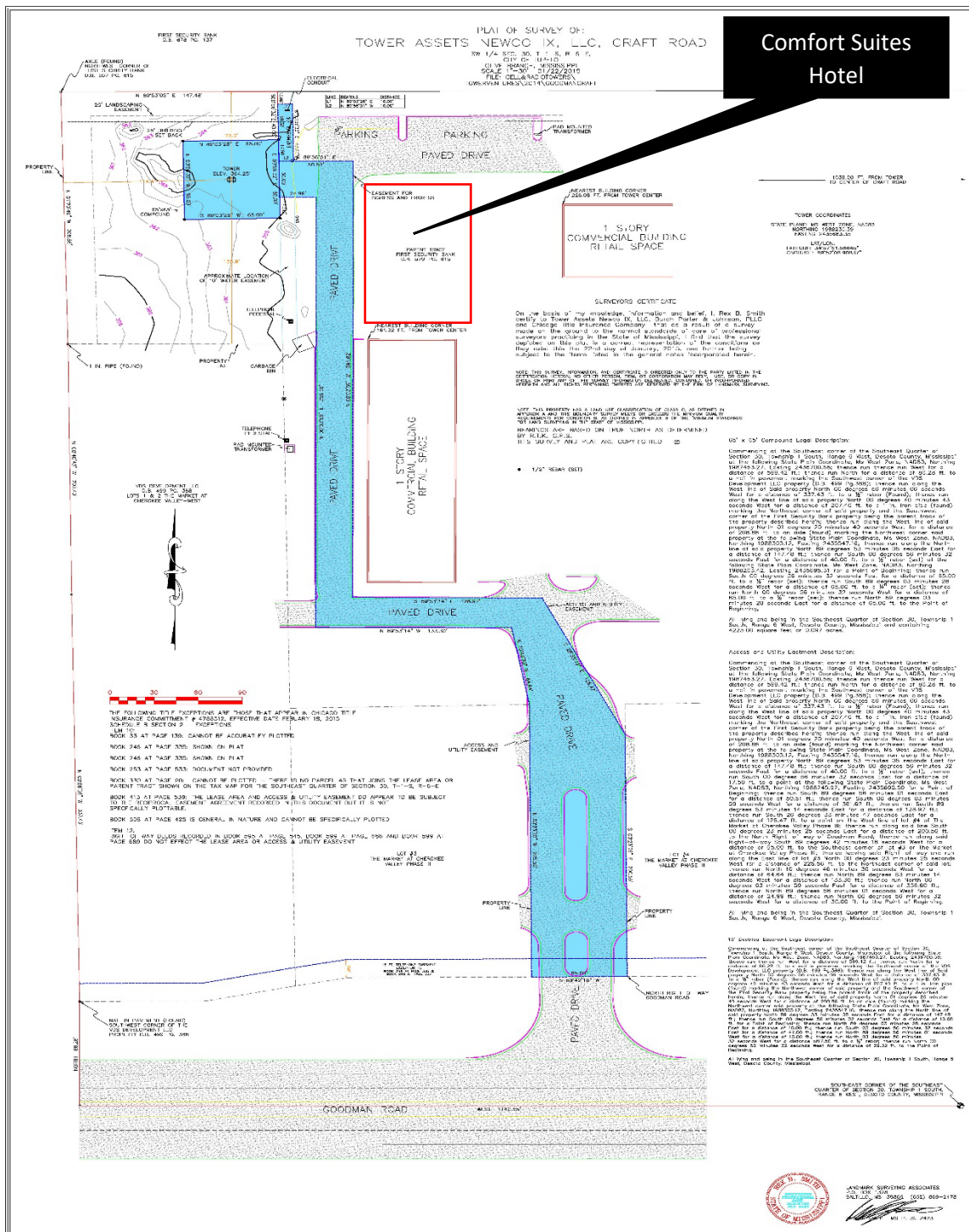
Olive Branch, MS – Craft/Goodman RD - Site



Olive Branch, MS – Craft/Goodman RD - Site



Olive Branch, MS – Craft/Goodman RD - Site plan



Olive Branch, MS – Craft RD Tower Failure Letter



Project Number: U0142-424-141

September 25, 2014

TV6-W, LLC
4091 Viscount Avenue
Memphis, TN 38118

ATTN: Craig Royal

REFERENCE: **Goodman & Craft, Site No. MS-2638 – 150 ft Tall Slimline Monopole (Stealth #: TV14-01373W-05R0) Fall Zone Letter**

Dear Mr. Royal:

It is understood that a 150 ft concealment pole has been proposed for this site. This monopole will consist of a 78 ft tall 18-sided tapered steel base pole with a 72 ft tall RF friendly concealment section on top. Steel mast pipes will support the concealment section.

The above-mentioned pole will be designed in accordance with the International Building Code, 2009 Edition and the ANSI TIA-222-G "Structural Standard for Antenna Supporting Structures and Antennas". Additionally, all steel members and connections will be designed to meet the requirements of the AISC Steel Construction Manual.

Several factors are used to determine the wind pressures on the pole; e.g., a gust response factor is used to account for sudden changes in wind speed, and a height coefficient is used to account for increasing wind speed with height. The pole will be designed with the following design criteria, per the 2009 IBC and TIA-222-G:

1. Wind speed (V): 90 mph (3-second gust)
2. Ice: 1.00 in. radial ice thickness at 30 mph (3-second gust)
3. BWS of 60 mph (3-second gust) for the service condition (deflection limitations only)
4. Occupancy Category / Structure Class II, Exposure Category C, Topographic Category 1

In designing steel members and connections, failure is defined as the point at which the induced stresses due to the design loads exceed the yield strength of the material. At this point permanent deflections will be initiated. However, rupture of the steel members and connections in a properly constructed steel pole is unlikely since steel is a ductile material, and is not anticipated until further loads in excess of the design loads, such as sustained or impact loads from hurricane-type winds, are applied. Rupture is defined as complete breakage of the steel member or connection.

It has been requested that the proposed monopole be designed for a fall zone radius of 30 ft. We will satisfy this requirement by ensuring that in the unlikely event of failure, the point of maximum stress will occur in the upper 30 ft (or less) of the structure. The pipe mast supporting the top section will be designed such that at least one member or connection within 30 ft of the top of the top section will be designed to greater than or equal to 90% of capacity. Expected stress ratios of all other structural elements below this point, including pipe mast sections below 30 ft from the top of the top section, all connections below this point, the base pole, anchor rods, etc., will be at least 20% less than the highest stress ratio within the top 30 ft of the structure. If the structure ruptures, it will likely do so within 30 ft from the top of the top section. Therefore, this structure will be designed to have a 30 ft fall zone radius.

We hope this meets your needs. If you have any further questions regarding this matter, please call this office at your convenience.

Very truly yours,
VECTOR STRUCTURAL ENGINEERS

Roger T. Alworth, P.E.
Principal Engineer

RTA/ess



9/25/14

9138 S. State St., Suite 101 / Sandy, UT 84070 / T (801) 990-1775 / F (801) 990-1776 / www.vectorse.com

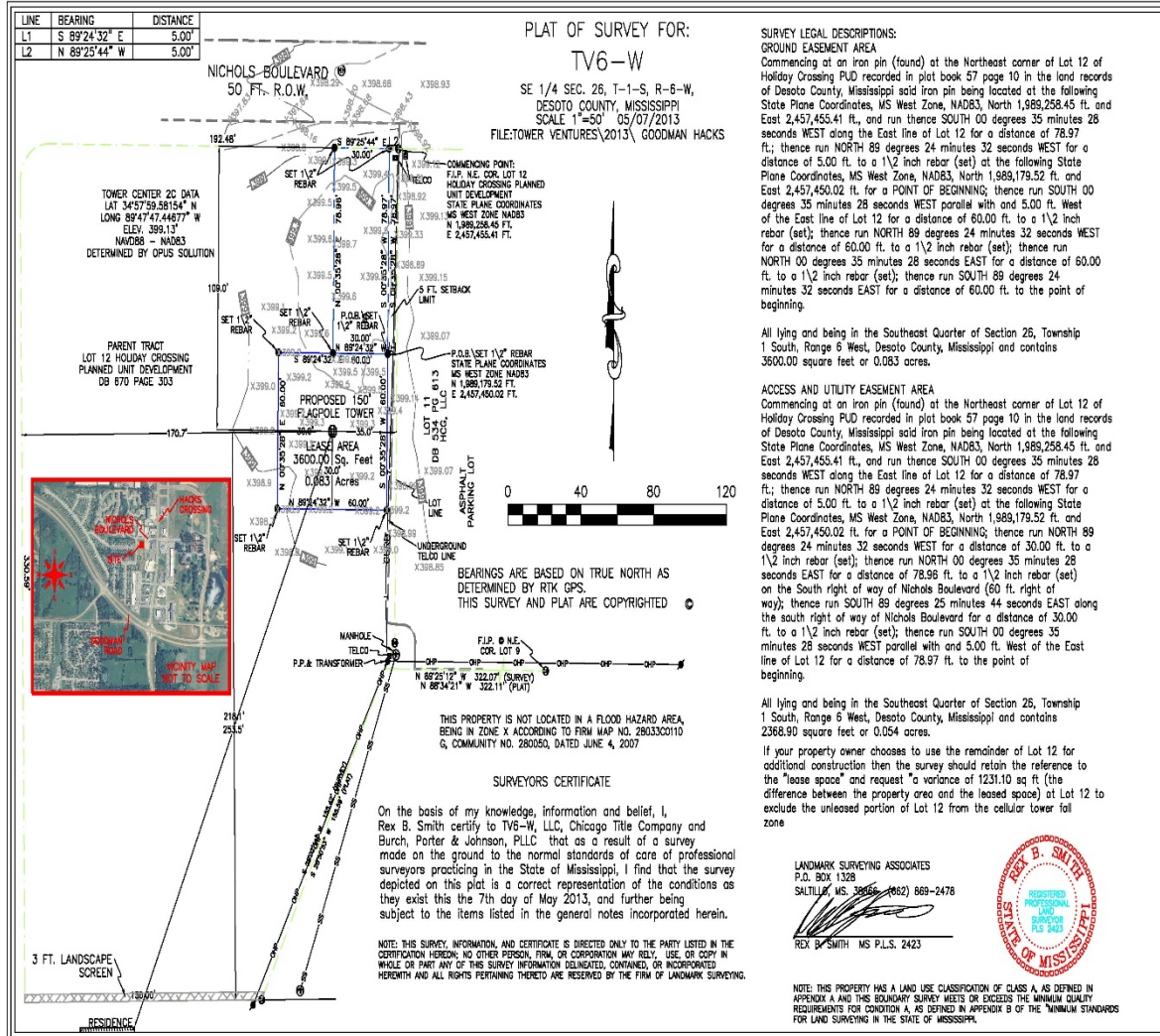
Olive Branch, MS – Goodman & Hacks Cross RD - Site



Olive Branch, MS – Goodman & Hacks Cross RD – Site



Olive Branch, MS – Goodman & Hacks Cross - Site plan



Olive Branch, MS – Goodman & Hacks Cross - Tower Failure Letter



Project Number: U0142-004-131

September 11, 2013

Caroline Watson

STEALTH® Concealment Solutions
6549 Fain Blvd.
North Charleston, SC 29406

REFERENCE: **Goodman Hacks (STEALTH® #: TV13-01465W-05)**
Fall Zone Letter

Ms. Watson,

It is understood that a 149'-0" concealment monopole has been proposed for this site. This slimline monopole will consist of a 99'-0" tall, 18-sided, tapered steel base pole with a 50'-0" tall RF friendly concealment section on top. A steel mast pipe will support the concealment section.

This pole will be designed to meet the 2012 International Building Code and the ANSI TIA-222-G. Standard for Antenna Supporting Structures and Antennas. All steel members and connections will be designed to meet the requirements of the AISC Steel Construction Manual, 13th Edition, and the anchor bolts and foundation will be designed to meet the requirements of the ACI 318.

The monopole will be designed for an ultimate wind speed of 115 mph (3-second gust) per the IBC 2012. Several factors are used to determine the wind pressures on the pole, e.g., a gust response factor is used to account for sudden changes in wind speed, and a height coefficient is used to account for increasing wind speed with height.

In determining steel members and connection sizes, failure is defined as the point at which the induced stresses due to the design loads exceed the yield strength of the material. At this point permanent deflections will be induced into the steel, but rupture of the steel members and connections has not occurred. For rupture to occur on a properly constructed pole, sustained or impact loads larger than the design load must occur. Rupture is defined as complete breakage of the steel member or connection.

In the unlikely event that rupture does occur, it is understood that a 50'-0" fall radius has been requested for this site. The top section will be designed such that the maximum combined stress ratio is more than 20% greater than the maximum stress ratio in the base pole, anchorage, and base plate. Thus, the pole will be designed to meet the 50'-0" fall zone radius criteria.

We hope this meets your needs. If you have any further questions regarding this matter, please call this office at your convenience.

Very truly yours,
VECTOR STRUCTURAL ENGINEERS

Roger T. Alworth, S.E.
Principal

RTA/emp



9-11-2013

Olive Branch, MS – Pigeon Roost RD Verizon Tower



Olive Branch, MS – Pigeon Roost RD Verizon Tower



Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - supporting restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and to return the local share of the single article cap to local governments.. *Sponsored by Mayor Roman*

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve resolution R-13-2023.

BUDGET IMPACT

There is no budgetary impact directly related to this resolution; however, as noted in the information campaign kit provided by the Tennessee Municipal League (TML), and attached hereto, future budgets would be positively impacted should the State of Tennessee return to the historic revenue sharing formulas.

DISCUSSION

This resolution is a part of the Tennessee Municipal League's "Return Return Relief" campaign. As noted in the included campaign materials from TML, had this formula been changed prior to July 1, 2021, the City of Lakeland would have received an additional \$256,420 in sales tax revenues for fiscal year 2022.

The Board of Commissioners previously approved a similar resolution R-21-2022 on February 10, 2022.

RESOLUTION R-13-2023

SUPPORTING RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS

- WHEREAS,** Tennessee's cities are the economic engine of the state and today ninety-two percent (92%) of the state's total sales tax collections are generated within municipal boundaries; and,
- WHEREAS,** such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and,
- WHEREAS,** in 1947, the state began sharing four-point-six percent (4.6%) of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and,
- WHEREAS,** when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from six percent (6%) to seven percent (7%); and,
- WHEREAS,** the state chose not to share a portion of the sales tax revenues generated by the increase from six percent (6%) to seven percent (7%) with Tennessee municipalities; and,
- WHEREAS,** as a result of this change the state broke a fifty-five (55) year relationship of sharing four-point-six percent (4.6%) of all sales tax revenue designated for the state's general fund with municipalities; and,
- WHEREAS,** at the same time in 2002, the state also doubled from one thousand six hundred dollars (\$1,600) to three thousand two hundred dollars (\$3,200) the amount of the purchase price any single item that is subject to a combined state and local option sales tax of nine-point-seven five percent (9.75%); and,
- WHEREAS,** in addition to the single article cap increase from one thousand six hundred dollars (\$1,600) to three thousand two hundred dollars (\$3,200), the state also captured and continues to capture one hundred percent (100%) of the state's seven percent (7%) levy as well as the two-point-seven five percent (2.75%) portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above one thousand six hundred dollars (\$1,600); and,

RESOLUTION R-13-2023

SUPPORTING RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS

-
- WHEREAS,** in the twenty (20) years since these provisions took effect, these two changes have combined to result in the state realizing nearly two billion dollars in additional sales tax collections – funds that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and,
- WHEREAS,** in the twenty (20) years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and,
- WHEREAS,** in the twenty (20) years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and,
- WHEREAS,** there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and,
- WHEREAS,** as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and,
- WHEREAS,** a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and,
- WHEREAS,** these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and,
- WHEREAS,** correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state:

RESOLUTION R-13-2023

SUPPORTING RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP
BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO
RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO
LOCAL GOVERNMENTS

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive four-point-six percent (4.6%) of all state general fund sales tax revenue. The Board of Commissioners also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between one thousand six hundred dollars (\$1,600) to three thousand two hundred dollars (\$3,200).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

State Shared Sales Tax & Single Article Cap

RESTORE RETURN RELIEF

Member Campaign Kit

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RESTORE RETURN RELIEF

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THE STORY

In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

For 55 years, the state and its municipalities operated under a revenue sharing relationship first established in 1947, with the inception of a state sales tax. Under this relationship, commonly known as state-shared sales tax or SSST, the state returned 4.6% of the state's total annual sales tax revenues designated for the general fund to the state's municipalities. This sharing relationship was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of total state sales tax, including those revenues associated with each new rate increase. But that changed in 2002, when the state determined not to share any of the revenues associated with an increase in the state sales tax rate from 6% to 7%; thereby altering the historical sharing relationship in order to retain more sales tax revenues for itself. TML's legislation fully **RESTORES** this historic revenue-sharing relationship.

In the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a sustained period of economic vitality, with nine consecutive years of surplus revenues and the recurring revenues which allow for permanent restoration. Municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, thanks to the stewardship and conservative leadership the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place. TML's legislation **RETURNS** these locally-generated revenues to Tennessee's towns and cities.

Cities are the economic engine of the state. On average, about 90% of the sales tax revenues realized by the State are generated within city limits. This 90% is not generated freely. Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses. These city tax collections fund the investments for police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support businesses and make our communities desirable places for people to live and visit. In turn, these same residents patronize the businesses they have attracted and supported; allowing for the generation of the sales tax revenues the State enjoys. Thus, city taxpayers finance the costs of much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents. Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engine producing. Likewise, every dollar of locally-generated local option sales taxes that may be retained by the local government aids a municipality or county in meeting funding demands and helps to reduce the pressure to increase local tax rates. TML's legislation brings tax **RELIEF** to municipal taxpayers by returning more of the sales tax revenues already being collected locally to the communities where they are being generated.

RESTORE RETURN RELIEF

RESTORE RETURN RELIEF

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THE CAMPAIGN

Now is the time...

Time to **Restore** the historical sharing relationship between the state and municipalities by allowing municipalities to receive a share of *all* state sales tax collections flowing to the state general fund and by increasing the amount of sales tax that might be realized by a local jurisdiction on the purchase price of a single article.

Time to **Return** millions in locally-generated sales tax revenues to local governments to assist with the ever-increasing costs of providing essential services and promoting an environment that sustains the continued generation of state sales tax collections for the state's general fund.

Time to provide **Relief** to municipal taxpayers by returning millions in locally-generated sales tax collections to help to reduce pressures to increase the tax burden borne by local taxpayers in association with the generation of the state's principal source of revenue.

RESTORE RETURN RELIEF

RESTORE RETURN RELIEF

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RESTORE

For 55 years, the state and its municipalities operated under a revenue sharing relationship first established in 1947, with the inception of a state sales tax. Under this relationship, commonly known as **state-shared sales tax or SSST**, the state returned 4.6% of the state's total annual sales tax revenues designated for the general fund to the state's municipalities. This sharing relationship was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of total state sales tax, including those revenues associated with each new rate increase. But that changed in 2002, when the state determined not to share any of the revenues associated with an increase in the state sales tax rate from 6% to 7%; thereby altering the historical sharing relationship in order to retain more sales tax revenues for itself.

Tennessee law authorizes both the state and the local jurisdiction in which a sale occurs to levy a sales tax on each item at the time of purchase. Currently, the state is permitted to levy a sales tax at a rate of 7% and a local government may levy a local option sales tax that may not exceed a rate of 2.75%. By law, half of the local sales tax collected with each purchase is allocated to the city or county in which the sale occurred while the second half is allocated to the local school system. Unlike the state levy which is applied to the full sales price of an item, the local levy is capped and may only be applied to a specific dollar amount of each item sold. Thus, the local government in which a sale occurs is entitled to derive revenues from the local sales tax levied on each purchase but only up to the limit imposed under law. This statutory limit on the amount of each sale that is subject to the local option sales tax is known as the **single article cap**.

The single article cap was established decades ago and was originally based on a percentage of the purchase price of each sale. The percentage was increased a couple of times before being replaced with a specific dollar amount. Following the establishment of the cap on the purchase price of each item sold that was subject to the sales tax as a dollar amount, this specific amount was increased several times in subsequent years. With each of these increases, the entire local sales tax levy on each purchase was retained by the local jurisdiction in which the sale occurred. The last increase in the single article cap that honored this sharing relationship

occurred in 1990, when the single article cap was increased to \$1,600. In 2002, the state increased the single article

cap from \$1,600 to \$3,200. However, unlike what occurred with prior increases, the state altered the historic relationship by electing to retain 100 percent of the 2.75% local levy that is customarily reserved for local government on items with a purchase price between \$1,600 and \$3,200. As a result, a local government may only realize revenue generated by its levy on the first \$1,600 of the purchase price of an item, despite the cap having been increased to \$3,200. The state, on the other hand, not only continues to realize 100 percent of the 7% levy on the full purchase price of every item sold but also 100 percent of the revenue generated by the local levy (2.75%) on items with a purchase price in excess of \$1,600.

Join us in calling on Governor Lee and your state senators and representatives to reverse these two twenty-year-old measures. Urge them to **RESTORE** the historical sharing relationship between the State and its municipalities by allowing municipalities to once again share in 100% of the state sales tax revenues flowing to the state's general fund and by allowing local government to realize 100 percent of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

RESTORE RETURN RELIEF

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RETURN

Two decades have elapsed since the relationship was altered. Over this period of time, municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place.

About \$9 out of every \$10 in state sales tax collections are generated within city limits. The stated statutory purpose underlying the sharing relationship that is embodied in the state-shared sales tax is to recognize the contributions of municipalities and municipal residents to the state's economic and fiscal health. For more than 50 years, this purpose was accomplished by returning a small portion of the sales tax dollars designated for the state's general fund to the municipalities where the vast majority of state sales tax revenues are generated.

As a result of altering the historic sharing relationship to preclude municipalities from fully sharing in the 1% increase in the state sales tax rate adopted in 2002, the state returns only 3.6% of total state sales tax revenues to benefit municipal residents rather than the 4.6% that was returned to municipalities for more than 50 years prior to the change. Last year, alone, this difference amounted to the state's general fund retaining \$78 million more than it would had the 2002 change not been made. Moreover, since 2002, the state's general fund has retained an additional \$913 million in sales tax collections that would have been returned to benefit municipal taxpayers had this relationship not been altered.

A look at the state's decision to alter the historical relationship with respect to the single-article cap reveals a similar effect. In choosing to increase the single article cap to \$3,200 while also assuming the revenue that otherwise would have been realized by local governments on all items with a purchase price in excess of \$1,600, the state has retained dollars that would have otherwise benefitted local taxpayers. Last year, alone, the state received \$74 million in sales tax revenues that were generated by the additional 2.75% levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from municipal and county governments. Since its adoption in 2002, the altering of the allocation of revenues associated with the increase in the single article cap has resulted in the state receiving \$1.02 billion in sales tax collections –

revenues that would have benefitted the municipality, county and school system where these purchases occurred had the revenue relationship not been altered.

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Join us in calling on Governor Lee and the state's senators and representatives to **RETURN** these state sales tax dollars to the communities in which they were generated to assist local governments to meet increasing demand for service, to continue to provide an environment that has enabled existing business and industry to succeed, to continue to promote economic expansion and to continue to afford residents a high quality of life.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

RESTORE RETURN RELIEF

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In 2002, the State of Tennessee enacted a number of measures designed to increase state revenues and intended to stave off an impending budget crisis and avoid fiscal calamity. Two such measures altered the historic sharing relationship between the state and Tennessee's municipalities. The first measure involved altering the revenue sharing relationship with regard to an increase in the state sales tax rate from 6% to 7%. The second measure altered the historic revenue sharing relationship to allow the state to retain a portion of sales tax revenues normally reserved for the local jurisdiction in which a sale occurs. The combined effect of these two measures has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund at the expense of municipalities and municipal taxpayers.

RELIEF

Two decades have elapsed since the relationship was altered. Over this period of time, municipal residents and businesses have continued to fuel the state's economic engine generating the historic sales tax collections that buttress the state's prosperity. Today, the state continues to enjoy a period of sustained fiscal prosperity and the threat of a state fiscal crisis is a distant memory. Yet, these two austerity measures adopted in 2002 remain in place.

State-shared sales tax is a sharing mechanism that returns a portion of the State's sales tax revenues to municipalities. Increasing the amount of the State's sales tax revenue that is shared with municipalities is a form of tax relief that will benefit all residents of a municipality. Cities are the economic engine of the state. On average, about 90% of the sales tax revenues realized by the State are generated within city limits. This 90% is not generated freely. Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses. These city tax collections fund the investments for police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support businesses and make our communities desirable places for people to live and visit. In turn, these same residents patronize the businesses they have attracted and supported; allowing for the generation of the sales tax revenues the State enjoys. Thus, city taxpayers finance the costs of much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents.

The State recognized this fact in 1947, when the state began sharing 4.6% of each year's total state sales tax collections with cities. This sharing of sales tax collections was established for the purposes of recognizing the collective contribution of cities as the state's economic engine and acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenues accruing to the state.

In addition to the sharing of state sales tax revenues, local governments may also levy a local sales tax. Local sales tax collections help to reduce the amount of the costs of infrastructure, services and amenities that are financed by the local property tax. Allowing locals to retain all of the local option sales tax revenues derived under the single-article cap would reduce local budgetary pressures and the associated tax burden. The measure adopted in 2002 effectively capped the local revenue producing capacity of the local option sales tax at 1990-levels. Consequently, the local capacity has failed to keep pace with the increasing costs of the services and amenities demanded. As a result, there has been a significant erosion of the buying power of each tax sales tax dollar collected. Therefore, more local tax dollars are needed each year to simply maintain the current level of services and existing infrastructure. In those communities where growth and expansion has led to the need for additional infrastructure and an expansion of services, the demands on local taxes are exponentially greater.

Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engine producing. Likewise, every dollar of locally-generated local option sales taxes that may be retained by the local government aids a municipality or county in meeting funding demands and helps to reduce the pressure to increase local tax rates.

Join us in calling on Governor Lee and the state's senators and representatives to provide **RELIEF** to municipal taxpayers by allowing municipalities to share in 100 percent of the state sales tax revenues flowing to the state's general fund and by allowing local government to realize 100 percent of the local share of sales tax revenues generated by the 2002 increase in the single article cap; thereby helping cities to cope with the increasing costs necessary to fuel the engine and helping to hold down local taxes and to ease the local tax burden borne by municipal residents and businesses.

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STATE SHARED SALES TAX AND SINGLE ARTICLE CAP

Talking Points

- In 2002, the State changed historical relationship in order to address a significant state budget shortfall and avoid impending fiscal crisis.
- Changes solely benefitted state budget at expense of local taxpayers
- Nearly \$2 billion in additional sales tax collections realized by state – \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002.
- Justification for these austerity measures has long-passed
- State demonstrated sustained economic and fiscal performance
- Recurring revenues allow for permanent restoration
- State has never been better positioned to restore historical relationship
- Now is the time.

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RESTORE

TML's legislation fully **RESTORES** the historic revenue sharing relationship between the state and municipalities by allowing municipalities to once again share in 100% of the state sales tax revenues flowing to the state's general fund and by allowing local governments to realize 100 % of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

State-Shared Sales Tax

- First established in 1947 and maintained for 55 years, the revenue sharing relationship between the state and municipal governments was maintained through five subsequent increases in the state sales tax rate, with municipalities continuing to receive 4.6% of the total state sales tax, including those revenues associated with each new rate increase.
- To stave off a budget crisis in 2002, the state altered the historic sharing relationship with Tennessee's municipalities, when the state approved an increase in the state sales tax rate from 6% to 7 %, but the revenues associated with the 1% increase accrued entirely to the state's general fund and precluded sharing with cities.
- As a result of altering the historic sharing relationship in 2002, the state only returns 3.6% of total state sales tax revenues to municipalities.
- Last year, alone, this difference amounted to the state's general fund retaining \$78 million more had the 2002 change not been made.
- In the 20 years since that "temporary measure" was enacted, cities have been denied some \$933 million in additional sales tax revenues.

Single Article Cap

- Also, in 2002, the state increased the amount of the purchase price on a large, single item like a car or piece of furniture that is subject to the combined state and local option sales tax (9.75%) from \$1,600 to \$3,200. But rather than sharing that increased amount with local governments, the state claimed all of the Local Option Sales Tax (2.75%) revenues on sale items that cost between \$1,600 and \$3,200.
- Last year, alone, the state received \$74 million in sales tax revenue that were generated by the additional 2.75% levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from local governments.
- Since its adoption in 2002, the state has received \$1.02 billion in sales tax collections from the increase of single article cap – revenues that would have benefitted the municipality, county, and school system where these purchases occurred.

The combined effect of these two "temporary" measures has allowed nearly \$2 billion in sales taxes to accrue entirely to the benefit of the state's general fund and at the expense of municipalities and municipal taxpayers. The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

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TML's legislation **RETURNS** millions in locally-generated sales tax revenues to Tennessee towns and cities to assist with the ever-increasing costs of providing essential services that affords residents a high quality of life, and promotes an environment that has enabled existing businesses and industries to succeed and grow.

- The combined effect of the state's actions in 2002 has been to allow nearly \$2 billion in sales tax revenues to accrue entirely to the benefit of the state's general fund and at the expense of municipalities and municipal taxpayers.
- It has been 20 years since these two, "temporary" measures were adopted. In the two decades since these provisions took effect, the state of Tennessee's dynamic economic and fiscal policies have erased the conditions that led to these austerity measures.
- Tennessee state leaders have managed the budget with great care and a strong fiscally conservative approach to create a sustained period of economic vitality with eight consecutive years of surplus revenues and demonstrated fiscal performance.
- Since the 2009 economic downturn, the governors and the General Assemblies have worked together to increase the State's rainy-day fund by \$1.1 billion and to bolster unrestricted budgetary reserves to \$9.3 billion. In addition, the State has an estimated \$3.14 billion in unobligated recurring revenues.
- The state has amassed the healthiest of budget reserves, and the existence of recurring revenues allow for permanent restoration. Since the 2009 economic downturn, the governors and the General Assemblies have worked together to increase the State's rainy-day fund by \$1.1 billion and to bolster unrestricted budgetary reserves to \$9.3 billion. In addition, the State has an estimated \$3.14 billion in unobligated recurring revenues.
- The state has never been in a better fiscal position to restore the historical relationship and return to the revenue-sharing practices that existed prior to 2002.
- Now is the time.

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RELIEF

TML's legislation brings tax **RELIEF** to our communities by returning more of the sales tax revenues already being collected locally.

- Cities are the economic engines of the state. On average, about 90% of sales tax revenues realized by the state, are generated within city limits. Or in other words, about \$9 out of every \$10 in state sales tax collections are generated within city limits.
- Economic growth is intentional and when it occurs, it is financed largely through city taxes paid by municipal residents and businesses.
- City tax collections pay for essential services such as police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities that attract, nurture and support business and make our communities desirable places to live, work and raise our families.
- Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engines producing.
- The restoration of these shared revenues would relieve the pressure on local property taxes that impact every citizen in our cities and towns. At a time of high inflation, the restoration of the historic revenue sharing relationship and return of every available dollar means budget flexibility and more resources for essential services.
- Our state is in a solid financial position. Our cities and towns should benefit through the reinstatement of state shared revenues that will mean tax relief for most Tennesseans.

RESTORE RETURN RELIEF[Return to
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Contents](#)**RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP****Background**

Cities are the economic engine of the state. Economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make our communities desirable places for people to live and visit. Thus, city taxpayers finance the costs of infrastructure, services and amenities responsible for much of the state's economic output through their city taxes. As a result, any measurable economic growth is accompanied by an increased local tax burden borne by city residents.

The State recognized this fact in 1947, when the state began sharing 4.6% of each year's total state sales tax collections with cities. This was done for the purposes of recognizing the collective contribution of cities as the state's economic engine and acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenues accruing to the state.

Today, about 90% of the state's total sales tax collections are generated within city limits. Thus, this sharing amounts to a practice of returning to cities a small portion of the state's sales tax revenues in order to reduce the local tax burden. A burden that is borne by city taxpayers and that is directly associated with keeping the state's economic engine running.

In 2002, the state was confronting serious fiscal challenges and increased the sales tax rate from 6% to 7%. The revenues associated with this 1 % increase in the state sales tax rate accrue entirely to the state's general fund, precluding cities from sharing in this increase and altering the historical relationship. As a result of this change to the sharing relationship, municipalities only receive a share of the state sales tax generated by 5.5% of the state sales tax rate rather than the full 7%.

Issue

For 50 years, the state continued the sharing relationship first established in 1947, by returning 4.6% of the state's total annual sales tax revenues to cities. But that changed in the early 2000's, when the state elected to address its budget shortfall by altering this relationship; thereby, retaining more sales tax revenues for itself.

Twenty years later, the state is enjoying fiscal prosperity and the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place. Precluding cities from sharing in this rate increase has reduced the effective share of the sales tax revenues provided cities from 4.6% to 3.6% of total state sales tax revenues. If one were to isolate only the effects of the state's decision to keep 100% of the revenues associated with the increase in the state's sales tax rate from 6% to 7%, then one would find that cities have been denied \$913 million in shared revenues since its adoption.

Remedy

Reverse the action taken more than 20 years ago that allowed the state to amass more sales tax revenues and avert a deeper fiscal crisis by restoring the sharing relationship and allowing cities to share in 100% of the state sales tax revenues flowing to the state's general fund.

The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

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Contents](#)**ALLOCATION OF INCREASED SSST REVENUES AS A RESULT OF
PROPOSED RESTORATION OF SSST RELATIONSHIP**

Utilizing sales tax data provided by the Department of Revenue for FY '21-'22, we prepared an estimate of the amount each municipality would have received in state-shared sales taxes had our proposed restoration been in effect. A copy of the estimate follows on the subsequent pages.

In addition to preparing the projected increase in state-shared sales tax for each municipality, we also conducted an analysis of the allocation of the benefits realized.

- 85% of municipalities with a population of less than 5,000 will benefit from the proposed restoration because, proportionally, they receive more state-shared sales taxes than they generate in collections. Or said another way, 85% of the cities with less than 5,000 residents have a greater proportion of people than sales tax collections.

Comparison of Sales Proportion and Population Proportion by Population Range				
Population Range	# of Cities	Sales > Population	Sales < Population	% Less Than
0 - 5,000	241	34	206	85%
5,000 - 10,000	42	16	26	62%
10,001 - 20,000	30	14	16	53%
20,001 - 50,000	17	10	7	41%
50,001 - 100,000	9	4	5	56%
> 100,000	6	3	3	50%
Total	345	81	263	76%

As part of this allocation analysis, we examined the benefit to municipalities with a population of less than 20,000.

- The proposed restoration of the sharing of state sales tax would have generated an additional \$19 million in revenue for the 313 municipalities with fewer than 20,000 residents.
- Municipalities with a population under 5,000 would have realized a \$6.6 million increase in state-shared sales tax revenues.

In addition, we analyzed the impact of the proposed restoration on those municipalities located within a distressed county.

- If the proposed restoration of the relationship was in effect last fiscal year, then the municipalities located within a distressed county would have received an additional \$870,000 in state-shared sales tax revenues.

Lastly, we explored the effect of proposed restoration of the relationship on communities affected by Blue Oval City.

- Included municipalities located in the five counties in proximity to Blue Oval City (Fayette, Hardeman, Haywood, Lauderdale and Tipton)
- All municipalities in these five counties are under 10,000 in population and all but seven municipalities in this five-county region are under 5,000 in population
- If the proposed restoration of the relationship of state-shared sales tax was in effect, then the cities in these five counties would have realized an additional \$1.46 million in revenues.

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Adams	Robertson	Middle	624	11,507.91
Adamsville	McNairy	West	2,265	41,771.51
Alamo	Crockett	West	2,336	43,080.91
Alcoa	Blount	East	10,978	202,458.13
Alexandria	DeKalb	Middle	981	18,091.77
Algood	Putnam	Middle	3,963	73,086.32
Allardt	Fentress	Middle	555	10,235.40
Altamont	Grundy	Middle	1,117	20,599.90
Ardmore	Giles	Middle	1,217	22,444.12
Arlington	Shelby	West	14,549	268,315.12
Ashland City	Cheatham	Middle	5,193	95,770.18
Athens	McMinn	East	14,084	259,739.51
Atoka	Tipton	West	10,008	184,569.23
Atwood	Carroll	West	940	17,335.64
Auburntown	Cannon	Middle	272	5,016.27
Baileytown	Greene	East	436	8,040.79
Baneberry	Jefferson	East	523	9,645.25
Bartlett	Shelby	West	57,786	1,065,699.19
Baxter	Putnam	Middle	1,578	29,101.74
Bean Station	Grainger	East	2,967	54,717.92
Beersheba Springs	Grundy	Middle	434	8,003.90
Bell Buckle	Bedford	Middle	410	7,561.29
Belle Meade	Davidson	Middle	2,901	53,500.73
Bells	Crockett	West	2,463	45,423.06
Benton	Polk	East	1,523	28,087.42
Berry Hill	Davidson	Middle	2,112	38,949.86
Bethel Springs	McNairy	West	742	13,684.09
Big Sandy	Benton	West	486	8,962.89
Blaine	Grainger	East	2,084	38,433.48
Bluff City	Sullivan	East	1,822	33,601.63
Bolivar	Hardeman	West	5,205	95,991.49
Braden	Fayette	West	255	4,702.75
Bradford	Gibson	West	1,001	18,460.61
Brentwood	Williamson	Middle	45,373	836,776.54
Brighton	Tipton	West	2,888	53,260.98
Bristol	Sullivan	East	27,147	500,649.57
Brownsville	Haywood	West	9,788	180,511.95
Bruceton	Carroll	West	1,507	27,792.35
Bulls Gap	Hawkins	East	756	13,942.28
Burlison	Tipton	West	367	6,768.28
Burns	Dickson	Middle	1,573	29,009.53
Byrdstown	Pickett	Middle	798	14,716.85

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Calhoun	McMinn	East	536	9,885.00
Camden	Benton	West	3,674	67,756.53
Carthage	Smith	Middle	2,291	42,251.01
Caryville	Campbell	East	2,212	40,794.08
Cedar Hill	Robertson	Middle	301	5,551.09
Celina	Clay	Middle	1,422	26,224.76
Centertown	Warren	Middle	297	5,477.32
Centerville	Hickman	Middle	3,532	65,137.74
Chapel Hill	Marshall	Middle	1,717	31,665.20
Charleston	Bradley	East	664	12,245.60
Charlotte	Dickson	Middle	1,656	30,540.23
Chattanooga	Hamilton	East	181,099	3,339,858.39
Church Hill	Hawkins	East	6,998	129,058.30
Clarksburg	Carroll	West	379	6,989.58
Clarksville	Montgomery	Middle	166,722	3,074,715.33
Cleveland	Bradley	East	47,356	873,347.36
Clifton	Wayne	Middle	2,651	48,890.19
Clinton	Anderson	East	10,056	185,454.45
Coalmont	Grundy	Middle	784	14,458.66
Collegedale	Hamilton	East	11,109	204,874.06
Collierville	Shelby	West	51,324	946,525.89
Collinwood	Wayne	Middle	898	16,561.07
Columbia	Maury	Middle	41,690	768,854.03
Cookeville	Putnam	Middle	34,842	642,562.06
Coopertown	Robertson	Middle	4,480	82,620.92
Copperhill	Polk	East	443	8,169.88
Cornersville	Marshall	Middle	1,228	22,646.98
Cottage Grove	Henry	West	66	1,217.18
Covington	Tipton	West	8,663	159,764.51
Cowan	Franklin	Middle	1,759	32,439.78
Crab Orchard	Cumberland	East	720	13,278.36
Cross Plains	Robertson	Middle	1,789	32,993.04
Crossville	Cumberland	East	12,071	222,615.42
Crump	Hardin	Middle	1,594	29,396.82
Cumberland City	Stewart	Middle	305	5,624.86
Cumberland Gap	Claiborne	East	313	5,772.40
Dandridge	Jefferson	East	3,344	61,670.61
Dayton	Rhea	East	7,065	130,293.93
Decatur	Meigs	East	1,563	28,825.11
Decaturville	Decatur	West	807	14,882.83
Dechard	Franklin	Middle	2,379	43,873.92
Dickson	Dickson	Middle	16,058	296,144.35

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Dover	Stewart	Middle	1,826	33,675.40
Dowelltown	DeKalb	Middle	342	6,307.22
Doyle	White	Middle	493	9,091.99
Dresden	Weakley	West	3,019	55,676.91
Ducktown	Polk	East	461	8,501.84
Dunlap	Sequatchie	Middle	5,357	98,794.70
Dyer	Gibson	West	2,308	42,564.53
Dyersburg	Dyer	West	16,164	298,099.22
Eagleville	Rutherford	Middle	813	14,993.48
East Ridge	Hamilton	East	22,167	408,807.56
Eastview	McNairy	West	763	14,071.38
Elizabethton	Carter	East	14,546	268,259.79
Elkton	Giles	Middle	545	10,050.98
Englewood	McMinn	East	1,483	27,349.74
Enville	Chester	West	188	3,467.13
Erin	Houston	Middle	1,224	22,573.22
Erwin	Unicoi	East	6,083	112,183.72
Estill Springs	Franklin	Middle	2,267	41,808.40
Ethridge	Lawrence	Middle	537	9,903.44
Etowah	McMinn	East	3,603	66,447.14
Fairview	Williamson	Middle	9,357	172,563.38
Farragut	Knox	East	23,506	433,501.63
Fayetteville	Lincoln	Middle	7,068	130,349.25
Finger	McNairy	West	276	5,090.04
Forest Hills	Davidson	Middle	5,038	92,911.65
Franklin	Williamson	Middle	83,454	1,539,072.79
Friendship	Crockett	West	613	11,305.05
Friendsville	Blount	East	896	16,524.18
Gadsden	Crockett	West	469	8,649.38
Gainesboro	Jackson	Middle	920	16,966.80
Gallatin	Sumner	Middle	44,431	819,404.02
Gallaway	Fayette	West	528	9,737.47
Garland	Tipton	West	289	5,329.79
Gates	Lauderdale	West	664	12,245.60
Gatlinburg	Sevier	East	3,577	65,967.64
Germantown	Shelby	West	41,333	762,270.18
Gibson	Gibson	West	366	6,749.83
Gilt Edge	Tipton	West	476	8,778.47
Gleason	Weakley	West	1,369	25,247.33
Goodlettsville	Davidson	Middle	17,789	328,067.75
Gordonsville	Smith	Middle	1,363	25,136.68
Grand Junction	Hardeman	West	338	6,233.45

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Graysville	Rhea	East	1,471	27,128.43
Greenback	Loudon	East	1,102	20,323.27
Greenbrier	Robertson	Middle	6,898	127,214.08
Greeneville	Greene	East	15,479	285,466.34
Greenfield	Weakley	West	2,031	37,456.05
Gruetli-Laager	Grundy	Middle	1,742	32,126.26
Guys	McNairy	West	414	7,635.06
Halls	Lauderdale	West	2,091	38,562.58
Harriman	Roane	East	5,892	108,661.26
Harrogate	Claiborne	East	4,400	81,145.54
Hartsville-Trousdale	Trousdale	Middle	11,615	214,205.79
Henderson	Chester	West	6,308	116,333.20
Hendersonville	Sumner	Middle	61,753	1,138,859.27
Henning	Lauderdale	West	871	16,063.13
Henry	Henry	West	446	8,225.21
Hickory Valley	Hardeman	West	78	1,438.49
Hohenwald	Lewis	Middle	3,668	67,645.88
Hollow Rock	Carroll	West	683	12,596.00
Hornbeak	Obion	West	511	9,423.95
Hornsby	Hardeman	West	264	4,868.73
Humboldt	Gibson	West	7,874	145,213.64
Huntingdon	Carroll	West	4,439	81,864.79
Huntland	Franklin	Middle	886	16,339.76
Huntsville	Scott	East	1,270	23,421.55
Jacksboro	Campbell	East	2,306	42,527.64
Jackson	Madison	West	68,205	1,257,848.15
Jamestown	Fentress	Middle	1,935	35,685.60
Jasper	Marion	East	3,612	66,613.12
Jefferson City	Jefferson	East	8,419	155,264.62
Jellico	Campbell	East	2,154	39,724.43
Johnson City	Washington	East	71,046	1,310,242.35
Jonesborough	Washington	East	5,860	108,071.11
Kenton	Obion	West	1,205	22,222.81
Kimball	Marion	East	1,545	28,493.15
Kingsport	Sullivan	East	55,442	1,022,470.74
Kingston	Roane	East	5,953	109,786.23
Kingston Springs	Cheatham	Middle	2,824	52,080.69
Knoxville	Knox	East	190,740	3,517,659.35
La Follette	Campbell	East	7,430	137,025.32
La Grange	Fayette	West	123	2,268.39
La Vergne	Rutherford	Middle	38,719	714,062.35
Lafayette	Macon	Middle	5,584	102,981.07

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Lakeland	Shelby	West	13,904	256,419.92
Lakesite	Hamilton	East	1,856	34,228.67
Lawrenceburg	Lawrence	Middle	11,633	214,537.75
Lebanon	Wilson	Middle	38,431	708,751.00
Lenoir City	Loudon	East	10,117	186,579.43
Lewisburg	Marshall	Middle	12,288	226,617.37
Lexington	Henderson	West	7,956	146,725.90
Liberty	DeKalb	Middle	334	6,159.68
Linden	Perry	Middle	997	18,386.84
Livingston	Overton	Middle	3,905	72,016.67
Lobelville	Perry	Middle	919	16,948.35
Lookout Mountain	Hamilton	East	2,058	37,953.98
Loretto	Lawrence	Middle	1,739	32,070.93
Loudon	Loudon	East	5,991	110,487.04
Louisville	Blount	East	4,384	80,850.47
Luttrell	Union	East	1,017	18,755.69
Lynchburg	Moore	Middle	6,461	119,154.85
Lynnville	Giles	Middle	292	5,385.11
Madisonville	Monroe	East	5,132	94,645.21
Manchester	Coffee	Middle	12,212	225,215.77
Martin	Weakley	West	10,825	199,636.48
Maryville	Blount	East	31,907	588,434.29
Mason	Tipton	West	1,337	24,657.18
Maury City	Crockett	West	583	10,751.78
Maynardville	Union	East	2,456	45,293.97
McEwen	Humphreys	Middle	1,643	30,300.48
McKenzie	Carroll	West	5,529	101,966.75
McLemoresville	Carroll	West	288	5,311.34
McMinnville	Warren	Middle	13,788	254,280.63
Medina	Gibson	West	5,126	94,534.56
Medon	Madison	West	189	3,485.57
Memphis	Shelby	West	633,104	11,675,811.07
Michie	McNairy	West	679	12,522.23
Middleton	Hardeman	West	658	12,134.95
Milan	Gibson	West	8,171	150,690.96
Milledgeville	Hardin	West	271	4,997.83
Millersville	Sumner	Middle	6,299	116,167.22
Millington	Shelby	West	10,582	195,155.03
Minor Hill	Giles	Middle	504	9,294.85
Mitchellville	Sumner	Middle	163	3,006.07
Monteagle	Grundy	Middle	1,393	25,689.94
Monterey	Putnam	Middle	2,746	50,642.20

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
Morrison	Warren	Middle	733	13,518.11
Morristown	Hamblen	East	30,431	561,213.65
Moscow	Fayette	West	572	10,548.92
Mosheim	Greene	East	2,479	45,718.14
Mount Carmel	Hawkins	East	5,473	100,933.99
Mount Juliet	Wilson	Middle	39,289	724,574.38
Mount Pleasant	Maury	Middle	4,784	88,227.34
Mountain City	Johnson	East	2,415	44,537.84
Munford	Tipton	West	6,302	116,222.55
Murfreesboro	Rutherford	Middle	152,769	2,817,391.74
Nashville-Davidson	Davidson	Middle	689,447	12,714,898.21
New Hope	Marion	East	987	18,202.42
New Johnsonville	Humphreys	Middle	1,804	33,269.67
New Market	Jefferson	East	1,349	24,878.49
New Tazewell	Claiborne	East	2,769	51,066.37
Newbern	Dyer	West	3,349	61,762.82
Newport	Cocke	East	6,868	126,660.82
Niota	McMinn	East	772	14,237.35
Nolensville	Williamson	Middle	13,829	255,036.76
Normandy	Bedford	Middle	108	1,991.75
Norris	Anderson	East	1,599	29,489.03
Oak Hill	Davidson	Middle	4,891	90,200.65
Oak Ridge	Anderson	East	31,402	579,121.00
Oakdale	Morgan	East	191	3,522.45
Oakland	Fayette	West	8,936	164,799.22
Obion	Obion	West	991	18,276.19
Oliver Springs	Anderson	East	3,297	60,803.83
Oneida	Scott	East	3,787	69,840.49
Orlinda	Robertson	Middle	947	17,464.73
Orme	Marion	East	87	1,604.47
Palmer	Grundy	Middle	551	10,161.64
Paris	Henry	West	10,316	190,249.42
Parker's Crossroads	Henderson	West	284	5,237.58
Parrottsville	Cocke	East	217	4,001.95
Parsons	Decatur	West	2,100	38,728.56
Pegram	Cheatham	Middle	2,072	38,212.17
Petersburg	Lincoln	Middle	528	9,737.47
Philadelphia	Loudon	East	607	11,194.40
Pigeon Forge	Sevier	East	6,343	116,978.68
Pikeville	Bledsoe	East	1,824	33,638.52
Piperton	Fayette	West	2,263	41,734.63
Pittman Center	Sevier	East	454	8,372.74

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Plainview	Union	East	2,060	37,990.87
Pleasant Hill	Cumberland	East	540	9,958.77
Pleasant View	Cheatham	Middle	4,807	88,651.51
Portland	Sumner	Middle	13,156	242,625.18
Powells Crossroads	Marion	East	1,296	23,901.05
Pulaski	Giles	Middle	8,397	154,858.89
Puryear	Henry	West	706	13,020.17
Ramer	McNairy	West	325	5,993.70
Red Bank	Hamilton	East	11,899	219,443.37
Red Boiling Springs	Macon	Middle	1,205	22,222.81
Ridgely	Lake	West	1,690	31,167.27
Ridgeside	Hamilton	East	446	8,225.21
Ridgetop	Robertson	Middle	2,155	39,742.87
Ripley	Lauderdale	West	7,800	143,848.92
Rives	Obion	West	246	4,536.77
Rockford	Blount	East	822	15,159.46
Rockwood	Roane	East	5,444	100,399.17
Rocky Top	Anderson	East	1,628	30,023.85
Rogersville	Hawkins	East	4,671	86,143.37
Rossville	Fayette	West	1,041	19,198.30
Rutherford	Gibson	West	1,163	21,448.24
Rutledge	Grainger	East	1,321	24,362.11
Saltillo	Hardin	West	420	7,745.71
Samburg	Obion	West	210	3,872.86
Sardis	Henderson	West	414	7,635.06
Saulsbury	Hardeman	West	112	2,065.52
Savannah	Hardin	West	7,213	133,023.37
Scotts Hill	Henderson	West	877	16,173.78
Selmer	McNairy	West	4,446	81,993.88
Sevierville	Sevier	East	17,889	329,911.96
Sharon	Weakley	West	935	17,243.43
Shelbyville	Bedford	Middle	23,557	434,442.18
Signal Mountain	Hamilton	East	8,852	163,250.08
Silerton	Chester	West	97	1,788.89
Slayden	Dickson	Middle	170	3,135.17
Smithville	DeKalb	Middle	5,004	92,284.61
Smyrna	Rutherford	Middle	53,070	978,725.92
Sneedville	Hancock	East	1,282	23,642.86
Soddy-Daisy	Hamilton	East	13,070	241,039.15
Somerville	Fayette	West	3,415	62,980.01
South Carthage	Smith	Middle	1,490	27,478.83
South Fulton	Obion	West	2,245	41,402.67

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
South Pittsburg	Marion	East	3,106	57,281.38
Sparta	White	Middle	4,998	92,173.96
Spencer	Van Buren	Middle	1,462	26,962.45
Spring City	Rhea	East	1,949	35,943.79
Spring Hill	Williamson	Middle	50,005	922,200.67
Springfield	Robertson	Middle	18,782	346,380.82
St. Joseph	Lawrence	Middle	790	14,569.31
Stanton	Haywood	West	417	7,690.38
Stantonville	McNairy	West	335	6,178.13
Sunbright	Morgan	East	519	9,571.49
Surgoinsville	Hawkins	East	1,882	34,708.16
Sweetwater	Monroe	East	6,312	116,406.97
Tazewell	Claiborne	East	2,348	43,302.21
Tellico Plains	Monroe	East	762	14,052.93
Tennessee Ridge	Houston	Middle	1,332	24,564.97
Thompson's Station	Williamson	Middle	7,485	138,039.64
Three Way	Madison	West	1,877	34,615.95
Tiptonville	Lake	West	3,976	73,326.06
Toone	Hardeman	West	270	4,979.39
Townsend	Blount	East	550	10,143.19
Tracy City	Grundy	Middle	1,406	25,929.69
Trenton	Gibson	West	4,240	78,194.80
Trezevant	Carroll	West	799	14,735.29
Trimble	Dyer	West	547	10,087.87
Troy	Obion	West	1,423	26,243.21
Tullahoma	Coffee	Middle	20,339	375,095.28
Tusculum	Greene	East	3,298	60,822.27
Unicoi	Unicoi	East	3,833	70,688.83
Union City	Obion	West	11,170	205,999.03
Vanleer	Dickson	Middle	374	6,897.37
Viola	Warren	Middle	93	1,715.12
Vonore	Monroe	East	1,574	29,027.97
Walden	Hamilton	East	1,981	36,533.94
Wartburg	Morgan	East	848	15,638.96
Wartrace	Bedford	Middle	653	12,042.74
Watauga	Carter	East	353	6,510.09
Watertown	Wilson	Middle	1,553	28,640.69
Waverly	Humphreys	Middle	4,297	79,246.00
Waynesboro	Wayne	Middle	2,317	42,730.51
Westmoreland	Sumner	Middle	2,718	50,125.82
White Bluff	Dickson	Middle	3,862	71,223.66
White House	Robertson	Middle	12,982	239,416.24

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Name	County	Grand Division	2021 Population	*Estimated State Shared Sales Tax Revenue Increase (FY21-22)
White Pine	Jefferson	East	2,471	45,570.60
Whiteville	Hardeman	West	2,606	48,060.29
Whitwell	Marion	East	1,641	30,263.60
Williston	Fayette	West	349	6,436.32
Winchester	Franklin	Middle	9,375	172,895.34
Winfield	Scott	East	947	17,464.73
Woodbury	Cannon	Middle	2,703	49,849.18
Woodland Mills	Obion	West	346	6,380.99
Yorkville	Gibson	West	236	4,352.35

**These Estimated Revenues Reflect the Increase in State Shared Sales Tax
Each Municipality Would Have Received if Our Legislation Was Enacted Last Year*

RESTORE RETURN RELIEF[Return to
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Contents](#)**THE STATE OF TENNESSEE HAS THE RESOURCES TO****RESTORE THE HISTORIC REVENUE SHARING RELATIONSHIP**

Over the last 20 years, the state has realized about \$913 million in state sales tax revenues that would have benefitted municipal residents had the historic sharing of state sales tax not been altered in 2002.

Municipalities are the economic engine of our state. Last fiscal year (Fiscal Year 2021-2022), \$8.3 billion in state sales tax collections were generated within municipalities. On average, about 90% of the state sales tax realized on in-state purchases is generated within a city or town.

The sharing of a portion of the state's sales tax was initiated in 1947. This sharing relationship was established in recognition of the tax burden borne solely by municipal residents that is associated with constructing and maintaining infrastructure, establishing and operating services, and creating and supporting an environment that allows for the continued generation of these vital state revenues. This sharing relationship is intended to provide municipal taxpayers protection against "being oppressed by heavy local taxation" and to "obtain a satisfactory and orderly operation of their municipal government." In short, state-shared sales tax is a relationship, whereby the state has agreed to return a portion of the sales tax revenues that accrue to its benefit to the communities where it was generated, for the purposes of offsetting the costs of municipal services and operations and providing relief to the municipal taxpayers whose local taxes fuel the engine and allow for the continued generation of state revenues.

Last fiscal year, the state returned \$452 million in state sales tax collections to the residents of the 345 municipalities in which \$8.3 billion in state sales tax collections were generated. This means that the state returned about 5.5% of the revenues generated within municipalities last year. If TML's proposal to restore the historical sharing relationship had been in effect last fiscal year, then the state would have returned an estimated \$78 million in additional state sales tax revenues to municipalities, or 6.4% of the state sales tax revenues generated within cities and town.

On its face, \$78 million sounds like a lot of money. And it is. But the State's has enjoyed eight (8) consecutive years of peak fiscal performance and surplus revenues. Since the 2009 economic downturn, the governors and the General Assemblies have worked together to increase the State's rainy-day fund by \$1.1 billion and to bolster unrestricted budgetary reserves to \$9.3 billion. In addition, the State has an estimated \$3.14 billion in unobligated recurring revenues.

So how much is \$78 million in the context of the state's fiscal picture?

Well, it is....

- About 2 ½ pennies out of every dollar of the estimated \$3.14 billion in unobligated recurring revenues available in the current fiscal year.
- 1/3 of the amount of state sales tax revenues realized above what was forecast for just the month of July 2022.
- About 3% of the sales tax revenues received in excess of the amount anticipated.
- Less than 1% of last year's total state sales tax revenues.
- 0.4% of the state's projected general fund revenues for the upcoming year.
- 4.2% of the estimated revenue growth for Fiscal Year 2022-2023.

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Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

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COMPARISON OF STATE SALES TAX GROWTH AND LOCAL OPTION SALES TAX GROWTH

Based on sales tax collection data provided by Tennessee Department of Revenue for FY'21-'22

A few have questioned the immediacy of the need to restore the historical sharing of state sales tax collections with municipalities that had been observed for fifty-five (55) years, prior to adoption of the austerity measures in 2002. One of the justifications offered by these few for their hesitance to restore the historical sharing relationship between the state and municipalities is the fact that the state continues to enjoy the benefits of a substantial overcollections of sales tax dollars. As municipalities also levy a local option sales tax, these few have concluded that cities are deriving equal benefit from the abundance. This document seeks to provide background information on the local option sales tax and an analysis of the performance of the municipal levy in Fiscal Year 2021-2022 in an effort to create context and perspective surrounding the assumption inherent in the views offered by these few.

Last fiscal year, the state again realized a year-over-year increase in state sales tax collection. The state experienced a 16.4% rate of growth in such collections. Our analysis revealed that it is shortsighted to assume that because the state experienced substantial growth, then its municipalities experienced similar or proportional growth. While most cities also experienced a growth in sales tax revenues, the data suggests very few grew at exactly the same rate as the state. In fact, some municipalities experienced growth at a higher rate than the state. Other municipalities saw their rate of growth fall below that of the state. Some municipalities experienced negative growth. Moreover, it is unwise to draw any conclusions based solely on a simple comparison of the state's rate and that of a specific municipality. For example, City A may have seen its local option sales tax revenues increase by 85% from the previous year's collections. Clearly, the growth experienced by City A would be significantly larger than that of the state. Yet, given the population, commercial base and sales tax rate of City A, the substantial percentage increase may have only generated an increase of a couple thousand dollars. It is all relative.

Municipalities with Rate of Growth Below State's Rate of Growth

- 241 cities, or about 70% of all municipalities, realized a growth rate less than the state's rate of growth
- 25 cities experienced zero growth or a negative rate of growth
- 140 cities experienced a rate of growth in the single digits.
- 96 cities realized a rate of growth that was less than half that of the state – average population for these 96 cities was 3,950.

Municipalities Under 50,000 with Rate of Growth Below State's Rate of Growth

- 72% of the municipalities under 50,000 in population realized a rate of growth that was less than that realized by the state.
- 190 cities, or 55% of all cities, that experienced growth at a rate below the state have a population under 10,000. 161 of these 190 cities have a population of less than 5,000.

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Municipalities with Rate of Growth Above State's Rate of Growth

- Less than 30% of all cities experienced growth rate greater than state rate of growth
- 40% of the 104 cities that realized growth rate in excess of the state's rate of growth saw an increase in sales tax collections of less than \$100,000 – on average, the increase in sales tax collections realized was just \$38,566.
- The highest rate of growth was seen in Slayden, which grew by 192%. This 192% growth netted the Town of Slayden an increase of \$10,630 in sales tax collections.

Municipalities under 5,000 in Population with Rate of Growth Above the State's Rate of Growth

- 78 cities with population less than 5,000 saw rate of growth that was greater than that of the state.
- More than one-third of these cities under 5,000 realized a net increase of less than \$50,000 in sales tax collections.
- About one-quarter of these cities realized a net increase of less than \$20,000 in sales tax collections
- The largest of these cities under 5,000 to realize a rate of growth in excess of the state's was Oak Hill with a population of 4,891. The smallest was Cottage Grove with a population of 66.
- Largest rate of growth experienced by a municipality with a population under 5,000 and located outside the four largest counties was the City of Trenton with a rate of growth of 27.4% growth for a \$472,965 increase in local option sales tax collections. The smallest increase in the rate of growth for a city under 5,000 and located outside the four largest counties was the City of Friendsville with a rate of growth of 16.5% for an increase of \$69,240.
- Largest gain in revenues for a municipality with a population of less than 5,000 that is located outside the four largest counties was the City of Piperton with \$967,665 in increased local option sales tax collections while Orme realized the smallest gain with an increase of just \$447.

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STATE ENACTED REDUCTIONS / INCREASES IN MUNICIPAL REVENUES 2012 – 2018

Between 2012 and 2018 the state enacted a number of measures that altered municipal revenues. Legislative changes to the application of the sales tax to food items, increases in the Hall Tax income exemption threshold, and changes to the Hall Tax rate resulted in a substantial recurring loss in municipal revenues. In addition, the adoption of the Improve Act and its phased increase in the rate of tax applied to motor fuel purchases increased fuel revenues shared with municipalities.

The charts that follow provide an itemized look at each of these enacted measures and its corresponding effect on municipal revenues.

Estimated Impact According to Fiscal Notes

Losses	TOTAL
12-13 Food Tax Reduction (5.5% to 5.25%).....	(10,640,690.00)
13-14 Food Tax Reduction (5.25% to 5%).....	(10,369,233.00)
IMPROVE Food Tax Reduction (5% to 4%).....	(28,806,000.00)
12-13 Hall Exemption Threshold.....	(5,250,272.90)
13-14 Hall Exemption Threshold.....	(6,136,605.00)
15-16 Hall Exemption Threshold.....	(3,105,445.00)
16-17 Hall Rate Reduction (6% to 5%).....	(75,417,120.00)
17-18 IMPROVE Hall Rate Phase-Out.....	(234,067,968.00)
Various Exemptions Not Held Harmless.....	-
Total Annual Loss.....	(373,793,333.90)
Increases	
IMPROVE 17-18 Gasoline Tax Increase.....	86,918,800.00
IMPROVE 18-19 Gasoline Tax Increase.....	17,383,760.00
IMPROVE 19-20 Gasoline Tax Increase.....	13,037,820.00
IMPROVE 17-18 Motor Fuel Tax Increase.....	18,787,171.76
IMPROVE 18-19 Motor Fuel Tax Increase.....	11,272,303.06
IMPROVE 19-20 Motor Fuel Tax Increase.....	8,454,227.29
Local Support Grants.....	100,000,000.00
Local Government Recovery & Rebuilding.....	50,000,000.00
Total Annual Gain.....	305,854,082.12
Net Policy Gain (Loss).....	(67,939,251.78)

The first chart represents the *estimated impact* in the fiscal note presented at the time of adoption. According to this chart, municipalities were estimated to suffer a net reduction in recurring revenues of \$373.8 million, while experiencing a net gain of \$305.85 million in fuel revenues. Although it is tempting to net these combined reductions and increases, one must remember that fuel revenues may only be used for specific transportation infrastructure needs.

Actual Impact of Provisions

Losses	TOTAL
12-13 Food Tax Reduction (5.5% to 5.25%).....	(14,073,607.60)
13-14 Food Tax Reduction (5.25% to 5%).....	(12,932,739.54)
IMPROVE Food Tax Reduction (5% to 4%).....	(31,600,553.98)
12-13 Hall Exemption Threshold.....	(9,059,847.43)
13-14 Hall Exemption Threshold.....	(8,370,209.58)
15-16 Hall Exemption Threshold.....	(4,051,100.59)
16-17 Hall Rate Reduction (6% to 5%).....	(125,790,593.40)
17-18 IMPROVE Hall Rate Phase-Out.....	(300,289,335.30)
Various Exemptions Not Held Harmless.....	-
Total Annual Loss.....	(506,167,987.42)
Increases	
IMPROVE 17-18 Gasoline Tax Increase.....	83,782,657.15
IMPROVE 18-19 Gasoline Tax Increase.....	16,711,943.09
IMPROVE 19-20 Gasoline Tax Increase.....	12,435,601.36
IMPROVE 17-18 Motor Fuel Tax Increase.....	27,526,670.24
IMPROVE 18-19 Motor Fuel Tax Increase.....	16,728,108.83
IMPROVE 19-20 Motor Fuel Tax Increase.....	12,719,625.11
Local Support Grants.....	100,000,000.00
Local Government Recovery & Rebuilding.....	50,000,000.00
Total Annual Gain.....	319,904,605.78
Net Policy Gain (Loss).....	(186,263,381.64)

The second chart represents the effect of each provision as reflected in the *actual impact* of these provisions as determined by a review of the Tennessee Department of Revenue collections data. This analysis reveals that municipalities realized a \$506.2 million reduction in revenues and an increase of \$320 million increase in fuel revenues as a result of measures adopted during this period. **The actual impact of \$506 million in revenue losses is \$133 million more than the losses estimated at \$373 million.**

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BEHIND THE LOCAL OPTION SALES TAX RATE

Municipalities are authorized to levy a local option sales tax on sales occurring within their jurisdictional limits, provided such levy does not exceed the maximum allowable rate. However, there are several factors that combine to result in a municipality realizing less revenue from each qualifying sale than would be assumed by multiplying the sales price by the maximum local option sales tax rate. Those factors include the specific rate at which a municipality levies a sales tax, the effect of statutorily required commissions, the redirection of associated revenues to the local education agency and the effect of the statutorily imposed cap on the amount of the purchase price of a single item that is subject to the local option sales tax.

Local Option Sales Tax Rates

The state's municipalities are authorized to levy a local option sales tax on purchases occurring within their incorporated limits. By law, such levy may not exceed 2.75%. Currently, the vast majority of cities and towns levy the local option sales tax at a rate of 2.75%. However, one-third of all municipalities levy at a rate below the 2.75% maximum allowable rate, as detailed in the chart below.

Local Option Rates	# Municipalities Levying at Rate
1.50%	1
1.75%	2
2.00%	7
2.25%	83
2.50%	22
2.75%	230

Effect of Statutorily-Imposed Commissions

Municipal local option sales tax collections are subject to two statutorily-imposed commissions. The first is a commission due to the Tennessee Department of Revenue that is equal to 1.125% of a municipality's total sales tax collections before any other commissions or deductions. The second commission is due to the county trustee and is applied to a municipality's total remaining collections, after the state's commission and the reduction for education have been applied. The county trustee's commission is assessed at 2%. These commissions are a relic of the past and harken to the days when such transactions were manually calculated, recorded and disbursed. Now, collections are routed from the vendor to the state and back to the county and then to the city within minutes, by electronic transfer.

Redirection of Municipal Sales Tax Collection for Education

In addition to the aforementioned commissions, the law provides that half of a municipality's collections must be redirected to the local education agency. Clearly, under our state's constitution, public education is the responsibility of the state. The state earmarks a

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portion of the state's sales tax collections as well as other independent expenditures to fund the education funding formula. In addition, the law requires that half of all collections deriving from the locally-levied sales tax be redirected to the local education agency. The redirection of these local sales tax collections is another means by which the state has elected to finance its obligation to public education. As a result, this redirection effectively reduces the amount of sales tax revenue a local government may realize from its levy by half. It should also be understood that this redirection would apply to any future increase that may be sought by the 115 cities not currently levying the maximum allowable sales tax rate.

Effect of Single Article Cap

In addition to the commissions and the redirection of local sales tax revenues to education, the existence of a statutory cap on the amount of the purchase price of a single item that is subject to the local option sales tax also limits the amount of sales tax revenue that may be realized by a municipality ("Single Article Cap"). For the last 30 years, this statutory cap has been set at \$1,600. This cap is the subject of a proposal included in this packet for the governor's consideration and is fully discussed in those pages. The cap was raised to \$1,600 in 1990 and raised again in 2002 to \$3,200. However, an additional change made in 2002 altered the relationship as well as the allocations, resulting in locals not deriving any benefit from the increase. As a result, the maximum revenues a local government may realize on the sale of any item has remained at \$22 for the last 30 years.

Review of the Numbers

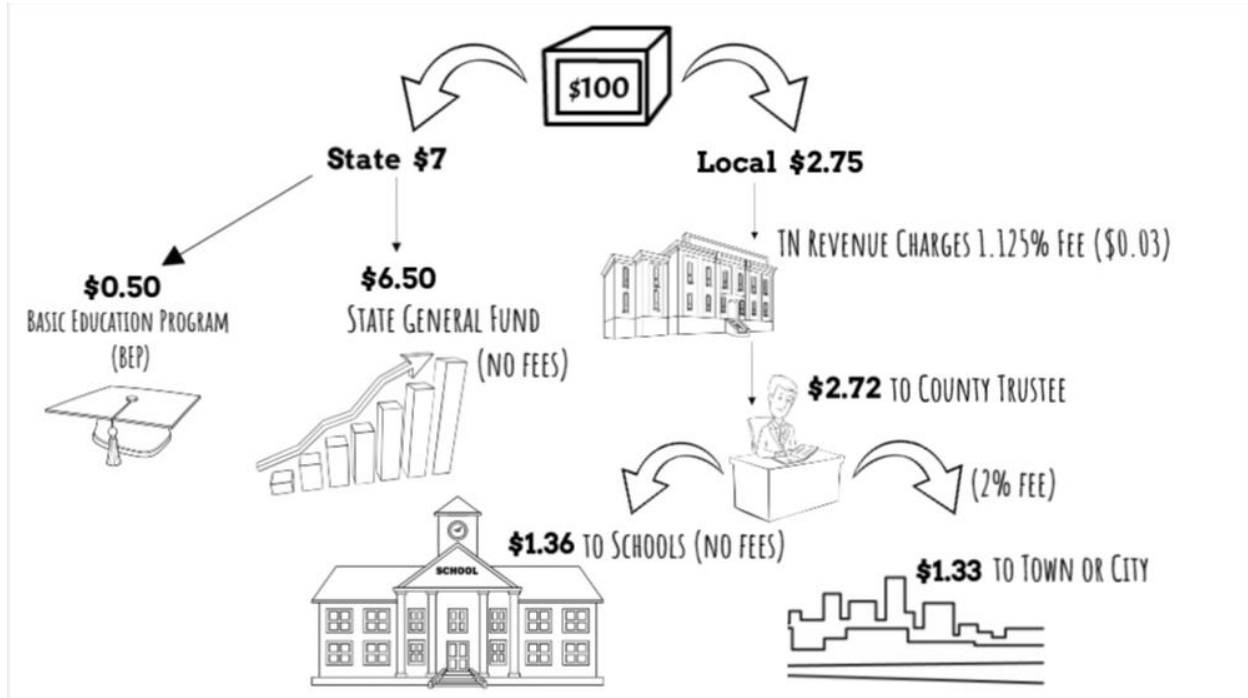
On the following page, one will find a demonstration of the flow of the state and local option sales tax collections from the vendor to its ultimate return to the municipality. In addition, one will find a table that clearly demonstrates the effects of the commissions as well as the redirection of collections to education on municipal sales tax revenues. This chart is based on actual collections data for last fiscal year.

In summary, the chart informs that municipalities collectively generated \$3.4 billion in sales tax collections last year. The state's commission resulted in a reduction of \$41.9 million. The statutory redirection of collections for education resulted in an addition \$1.68 billion reduction in collections. The trustee commission accounted for another \$33.5 million reduction in municipal sales tax collections. Thus, of the roughly \$3.4 billion in local sales tax dollars collectively generated by municipalities last year, municipalities ultimately realized just \$1.64 billion in local sales tax revenues. Or said another way, for every \$100 dollars in municipal sales tax collections generated last year, municipalities realized only \$48.40 in revenues. The remaining \$51.60 of every \$100 in municipal sales tax collections is lost to commissions in addition to funding for education.

The combined effect of the state's commission and the trustee's commission effectively reduces the maximum allowable municipal sales tax rate from 2.75% to 2.67%. When the redirection of municipal sales tax collections to education is added to the effect of the commissions, the maximum allowable municipal sales tax rate is effectively reduced from 2.67% to 1.33%. The effective rate would be lower for the 115 cities with a local option sales tax rate below the maximum rate of 2.75%.

Example: \$100 sale is made. The state's 7% rate and a maximum Local Option Sales Tax rate of 2.75% is applied. The chart below demonstrates the flow of sales tax revenues.

Notably, the Local Option Sales Tax is subject to two fees: a commission by TN Revenue and a fee by the County Trustee.



The table below shows the impact of the two fees on Local Option Sales Tax revenues:

	FY2021-2022 Municipal Local Option Collections		
	With Fees	Without Fees	Variance
Total Local Option Collected w/in Municipalities.....	3,394,469,428.34	3,394,469,428.34	-
Revenue Administration Fee (1.125%).....	(41,907,029.98)	-	41,907,029.98
Total Municipal LOST Collections Sent to County Trustees.....	3,352,562,398.36	3,394,469,428.34	41,907,029.98
1st Half - Dedicated to Schools.....	1,676,281,199.18	1,697,234,714.17	20,953,514.99
County Trustee Fee (0%).....	-	-	-
Total To Schools.....	1,676,281,199.18	1,697,234,714.17	20,953,514.99
2nd Half - Sent to Municipalities by Situs.....	1,676,281,199.18	1,697,234,714.17	20,953,514.99
County Trustee Fee (2%).....	(33,525,623.98)	-	33,525,623.98
Total To Municipalities.....	1,642,755,575.20	1,697,234,714.17	54,479,138.97
Total Fees.....	75,432,653.96	-	-

BREAKDOWN OF MUNICIPAL POPULATIONS

Tennessee has 345 incorporated cities and towns.

- According to the most recent certified population updates, Tennessee's 4.2 million municipal residents comprise 61% of the state's total population.
- 313 of Tennessee's municipalities have a population of less than 20,000.
- 7 out of 10 municipalities in Tennessee have a population of less than 5,000.

Population Range	# of Municipalities within Range	Total Population	% of Municipalities within Range
100,000 and above	6	2,013,881	1.7%
50,000 – 99,999	9	552,085	2.6%
20,000 – 49,999	17	581,920	4.9%
10,000 – 19,999	30	392,948	8.7%
5,000 – 9,999	42	286,502	12.2%
0 – 4,999	241	357,285	69.8%
Total	345	4,184,621	

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Contents](#)**Allow Local Governments to Receive
Local Share of Sales Tax Collected Between \$1,600- \$3,200****Background**

In 2002, during difficult budget times, the state doubled the amount of the purchase price of an individual sale item that is subject to the combined state and local option sales tax (9.75%) from \$1,600 to \$3,200. In addition, the state altered the distribution of the associated sales tax collections.

Under the altered arrangement, the state receives its full 7% levy and local government continues to receive its local levy on the first \$1,600 of the purchase price of an item. However, the state retains 100 percent of its 7% levy as well as 100 percent of the levy that is customarily reserved for local government (2.75%) on the sale of items with a purchase price above \$1,600.

Issue

Twenty years later, the threat of a fiscal crisis is a distant memory. Yet, this austerity measure remains in place.

Last year, alone, the state received \$74 million in sales tax revenues that were generated by the additional 2.75 % levy on items with a purchase price above \$1,600. As a result, nearly \$37 million in sales tax revenues were diverted from local school systems and another \$37 million was diverted from local governments.

Since its adoption in 2002, this measure has resulted in the state realizing more than \$1 billion in sales tax collections - revenues that would have benefited the city, county and school system where these purchases occurred had the change not been enacted.

Remedy

Reverse this 20-year old measure to provide needed revenues for cities, counties and school systems.

The returned revenue would provide relief to local taxpayers and assist local governments to meet increasing demand for services, to continue to provide an environment that has enabled existing business and industry to succeed, to continue to promote economic expansion, and to continue to afford residents a high quality of life.

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**ALLOW LOCAL GOVERNMENTS TO RECEIVE LOCAL SHARE
OF LOCAL SALES TAX LEVIED ON ALL PURCHASES BETWEEN \$1,600 - \$3,200
(EXPLANATION WITH GRAPHICS)**

Single Article Cap

The Sales Tax in Tennessee has two main components: a state rate of 7% and a “Local Option Sales Tax” rate between 1.5% and a maximum of 2.75%. Local governments in Tennessee (municipalities and counties) are authorized to adopt a Local Option Sales Tax rate between 2 and 2.75%. The Local Option Sales Tax was created to fund local governments’ activities and operations as well as supplement local educational budgets. Although collected simultaneously, Local Option Sales Tax revenues are treated differently than revenues collected under the 7% sales tax levied by the state.

Under Tennessee law, there is a statutory limit on the amount of the sales price of any single item that is subject to the Local Option Sales Tax. This limit is called the “Single Article Cap.” The Single Article Cap does not apply to the state’s sales tax. The state’s full 7% sales tax rate applies to the full sales price of all items, without limits.

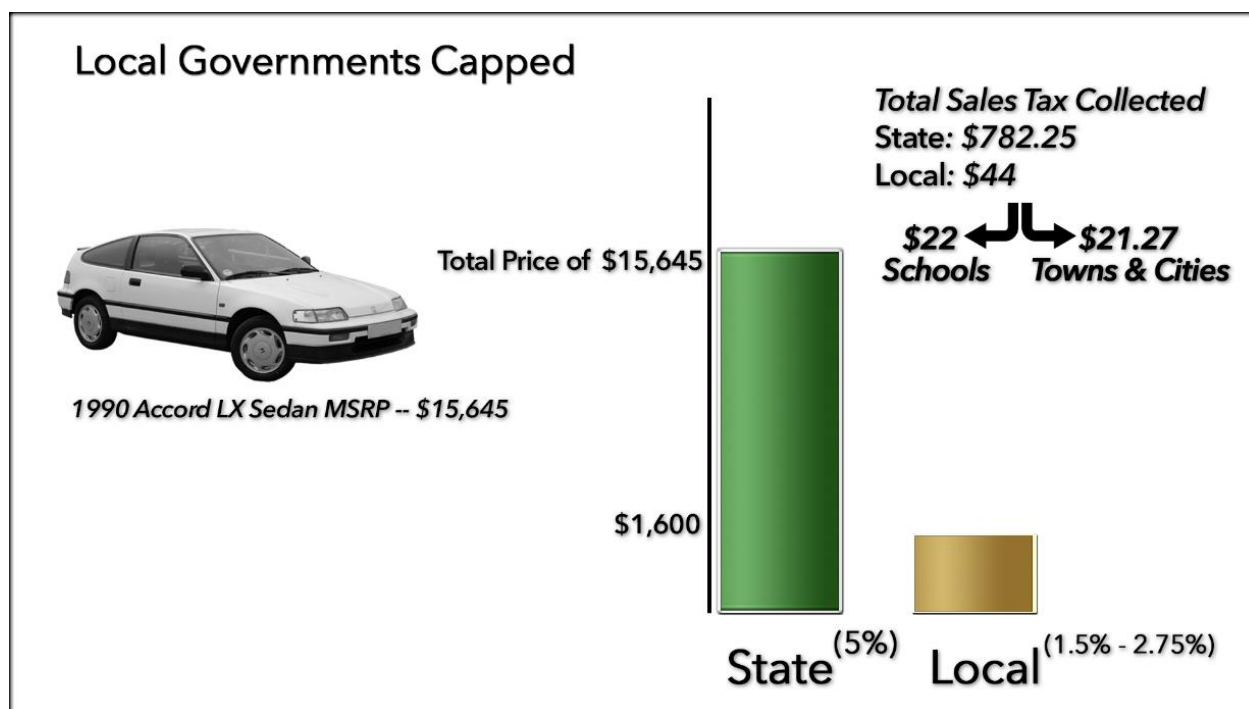
Sales Tax Grows with Inflation

Tennessee’s reliance on the sales tax as the primary source of funding government has many advantages, including an ability to grow with inflation: as the price of goods increases more sales tax revenue is collected proportionally. This allows revenues to keep up with the cost of providing services. Just as you are paying more each year for a gallon of milk at the store, the cost to your local government to pave that pothole on main street also increases year to year.

This is true for the state as the Single Article Cap doesn’t apply to the 7% levied statewide. However, for local governments and the levy of the Local Option Sales Tax, the Single Article Cap inhibits local governments’ ability to grow with inflation for all purchases of items above the cap – thereby largely negating one of the primary benefits of sales tax to local governments.

Examples

In 1990, the Single Article Cap on Local Option Sales Tax was raised by the state to \$1,600. Thus, when a sale occurred in Tennessee the rate the local sales tax was levied at the locally-adopted rate but applied only to the first \$1,600 of any single item purchased. When one purchased a more expensive item, like a car, the state levied its 5% (1990 state rate) sales tax on the full sale price of the car, but the Local Option Sales Tax would have been applied only to the first \$1,600 of the cost of the car.



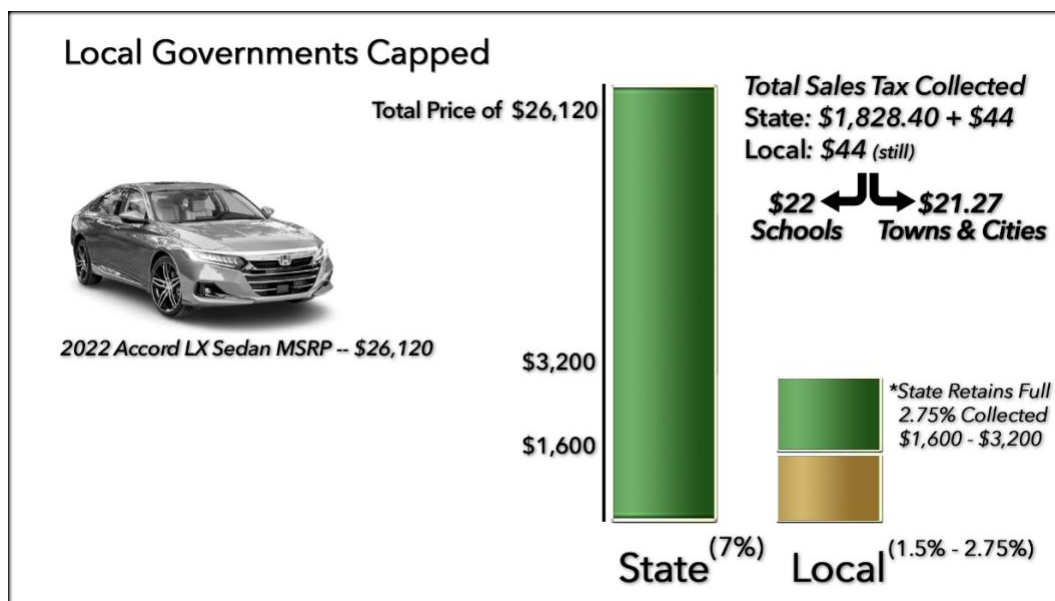
In the image above the state receives sales tax revenues on the full sale price of \$15,645 at its rate of 5% (1990 state sales tax rate), and \$782.25 in revenue is collected for the state's General Fund. As the statutory Single Article Cap limits the amount of sales price that is subject to the Local Option Sales Tax, then the maximum local revenue that could be generated from a sale is capped at \$44 (2.75% of \$1,600). That \$44 would have been divided into two equal shares with half distributed to the local school system and the remaining half to either the city, town or county in which the sale occurred. As such, local schools would have derived the benefit of \$22 of the \$44 in Local Option Sales Tax revenues on an item with a purchase price of \$1,600, but because of a fee taken out by the Tennessee Department of Revenue and a second fee taken by the County Trustee, only \$21.27 in local revenue would have been returned to the town, city, or county where the item was purchased to fund governmental expenses.

In 2002, the Single Article Cap on Local Option Sales Tax was raised by the state from \$1,600 to \$3,200. In addition, the state claimed all new Local Option Sales Tax revenues associated with the levy on items with a purchase price between \$1,600 and \$3,200. This 2002 change, which altered the historic relationship between the state and local government, was made in response to an impending budget crisis and out of a desire to avoid the imposition of a state income tax.

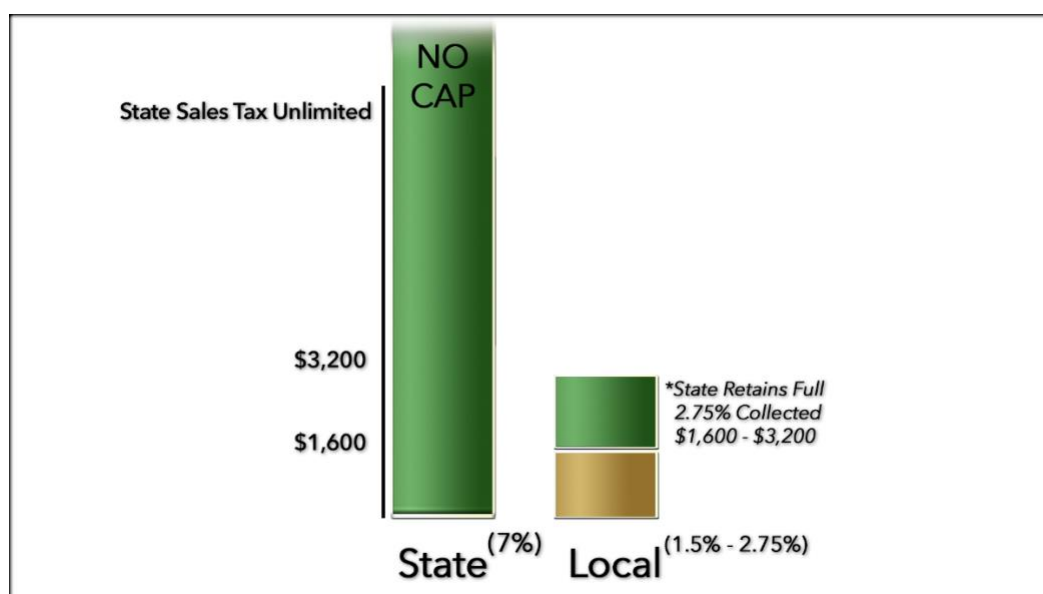
For 20 years the Local Option Sales Tax rate has applied only to the first \$3,200 of any single item purchased. Today, when someone purchases an expensive item, like a car, the state receives 7% (current state sales tax rate) of the full sale price in sales tax revenue. The local sales tax is applied only to the first \$3,200 of the cost of the car. Although the Local Option Sales Tax is levied on the first \$3,200 of cost of the car, the local community in which the car was purchased only derives the benefit of the local levy on the first \$1,600. The state, on the other hand, derives all of its levy (7%) as well as all of the local sales tax revenues on the second half of the car purchase (\$1,600-\$3,200).

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In the image above the state receives sales tax revenues on the full sale price of \$26,120 at its rate of 7% (2022 rate, \$1,828.40). Local governments still receive sales tax revenues associated with their local levy on the first \$1,600 of the sale price, a maximum potential revenue of \$44 – half (\$22) of which is distributed to the local school system. But the state also receives all local sales tax revenues associated with the levy on the purchase price in excess of \$1,600 and the current cap of \$3,200 (\$44) – which is not shared with local school system. Despite having increased amount of the sale price of an item that is subject to the Local Option Sales Tax from \$1,600 to \$3,200 in 2002, the accompanying change in the historical relationship has effectively frozen the maximum local sales tax revenue that may be realized under the Local Option Sales Tax at \$44 since 1990. Remember, that \$44 is still shared with local schools and is subject to two fees which further reduces the amount of sales tax revenues local governments ultimately receive.



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In the image above the state has no cap, and the state’s 7% sales tax rate is collected on the full value of any single item purchased in the state. As the price of cars, boats, appliances, furniture, and all other items increases the state captures sales tax revenues in parallel with inflation. The state also captures up to an additional \$44 of Local Option Sales Tax revenue on those items between \$1,600 and \$3,200 when applicable. Local governments’ sales tax levy remains capped at the same \$1,600 set in 1990.

The Single Article Cap prevents the Local Option Sales Tax revenues from growing in a manner that corresponds with inflation. **In the image below**, revisiting our previous examples, the amount of sales tax revenue the state collects has increased as the price of the car has increased significantly over 32 years. However, the maximum potential sales tax any local government may realize from any single purchase has been capped at the same \$44 for 32 years.

Local Governments Capped



1990 Accord LX Sedan MSRP -- \$15,645



2022 Accord LX Sedan MSRP -- \$26,120

State Sales Tax Grows with Inflation

Local Option Sales Tax Doesn't with Cap

1990

Total Sales Tax Collected

State: \$782.25

Local: \$44

2022

Total Sales Tax Collected

State: \$1,828.40 + \$44

Local: \$44 (still)

RESTORE RETURN RELIEF

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OUTREACH CAMPAIGN - A CALL TO ACTION

Restore, Return, Relief is a public education campaign designed to build awareness and support for the Tennessee Municipal League's legislative initiative to return essential revenues to Tennessee municipalities and the citizens they serve. Involvement from our members play a significant role in this endeavor. A statewide, grassroots effort gives cities strength in numbers and one voice with the legislature.

What Can You Do?

Implore State Officials. Meet with state legislators and seek their commitment to cosponsor and pass these bills that help all of Tennessee's cities and town. Use the revenue gain estimates found in the sheets below to explain to your legislators what this recurring revenue means for your community and their constituents. Push back against the suggestion that recent federal spending on infrastructure and COVID relief compare to the growth of recurring sales tax revenues staying local for years to come. **Report back to TML your contacts with legislators and provide feedback on those discussions.**

Tell Your Story As Only You Can

What would restoration, return and relief mean to your community?

- Relate your own budget situation – challenges, pressures, inadequacies
- Relate how you've used state grants and benefit to city
- Relate how you plan to use federal funds and anticipated benefit to city
- Relate how recurring revenues will allow you to respond to budgetary challenges, pressures and inadequacies that you couldn't do with one-time funds. Give specific examples.

Engage Your Local Media Outlets. Speak to editorial boards. Submit letters to the editor. Draft a guest column. Invite local newspaper and television to cover presentation at regularly scheduled meeting of the governing body. Host luncheon for local media and make presentation being certain to highlight local impact and benefits.

Enlist Your Community. Meet with local business leaders and merchants. Deliver presentation to local civic groups and organizations. Distribute materials to local social media outlets and websites hosted or utilized by local civic groups and organizations. Post materials on municipal websites. Post to social media chat rooms and twitter communities followed by local residents. Use online forums and message boards.

Some suggested community groups include: local chambers, Rotary, Kiwanis, Optimist, Lions, Homeowner's Associations, Historical Associations, Book Clubs and Garden Clubs.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

Sample Press Release

City officials join call for return of sales tax funds

[Your city or town], Tenn. --- [Your city council or board] is joining with others cities across the state in a movement to urge state lawmakers to pass legislation that would return sales tax dollars to all cities and towns, easing the pressures on the local property tax and providing meaningful tax relief for most Tennesseans.

If adopted by Gov. Bill Lee and the Tennessee General Assembly, this legislation returns millions in locally-generated sales tax revenues, which will have a dramatic financial impact on the cities in (_____) County by assisting with the ever-increasing cost of providing essential services to our citizens and maintaining vital infrastructure that affords residents a high quality of life.

In 2002 to address a serious budget crisis, the state of Tennessee altered its 55-year revenue-sharing relationship with local municipalities by increasing the sales tax rate to 7% from 6%, but keeping all the new revenue collected for the state's general fund. Additionally, the state capped the local government portion on single item sales and retained the state's 7% levy as well as the local option tax (2.75%) on purchases between \$1,600 and \$3,200.

In the 20 years since these two "temporary" provisions took effect, the state of Tennessee's dynamic economic and fiscal policies has erased the conditions that led to these austerity measures, allowing the state to amass some \$4 billion in reserves and recurring revenues.

"These moves," said [Mayor of your city or town], "were enacted as an austerity measure to address a temporary state budget shortfall. Yet the measure was left in place, and the result over two decades has been the diversion of almost \$2 billion away from local municipalities."

Tennessee's city officials say that propping up the state's emergency stopgaps long after the need has long passed is not in the best interest of city residents. They explain that this places an increased burden on cities to raise revenue for their own operations and needs through property taxes and therefore forces

city residents to shoulder a greater share of the burden for the funding necessary for their own towns and cities.

“Each dollar of shared revenues returned to a community is a dollar less in local taxes that municipal taxpayers must pay,” said [city mayor]. “The legislation will mean (enter amount for your city) that will be shared based on population.”

City officials across the state are seeking the revenue-sharing relationship between state and local government to be applied to 100% of sales tax revenue that flows into the state general fund. The restoration of this important revenue to local taxpayers would allow residents to see direct benefits from increased investments in infrastructure, essential services, economic expansion and afford the quality of life that has allowed this state to prosper.

Mayors are encouraging constituents to contact their respective legislators and ask them to support House Bill [____], Senate Bill [____] and House Bill [____], Senate Bill [____].

For example, passage of this legislation will have this immediate impact on our local communities:

(Bullet all of the towns and cities that are covered in the media market from the list created by TML)

RESTORE RETURN RELIEF

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Dear Editor –

I am writing to voice my support for two pieces of legislation that have been introduced in the Tennessee General Assembly that if passed will return millions of dollars in sales tax revenues to all cities and towns, easing the pressures on the local property tax.

The return of a larger share of locally-generated sales tax revenues would assist municipalities with the ever-increasing costs of providing essential services; make our communities desirable places to live, work and raise our families; and promote an environment that attracts, nurtures and supports businesses.

Cities are the economic engines of the state. On average, about 90 % of the sales tax revenues collected by the state are generated within city limits. And with no income tax, the sales tax is the No. 1 source of revenue the state of Tennessee uses to balance its budget and to fund essential programs and services.

Local, municipal taxes – primarily the property tax -- pay for essential services such as police, fire, streets, water and sewers, schools, parks, libraries and other services and amenities. Each dollar of shared revenue returned to the community is a dollar less in local taxes that municipal taxpayers must provide to keep the State's economic engines producing.

The State recognized the significant role cities play as economic engines and since 1947, cities have received a portion of the state sales tax to offset the local tax burden borne by city residents.

In 2002 to address a serious budget crisis, the state of Tennessee altered its 55-year revenue-sharing relationship with local municipalities by increasing the sales tax rate to 7% from 6%, but keeping all the new revenue collected for the state's general fund. Additionally, the state capped the local government portion on single item sales and retained the state's 7% levy as well as the local option tax (2.75%) on purchases between \$1,600 and \$3,200.

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

In the 20 years since these austere measures were enacted, nearly \$2 billion in additional sales tax collections have been realized by the state -- \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002.

The leaders of our state have managed the budget with great care and vision to create nine consecutive years of surplus of recurring revenues. With nearly \$4 billion in reserves, the state has amassed the healthiest of budget reserves and the conditions which led to those severe measures in 2002 have long passed -- yet, the measures still remain in place.

City mayors, council members, and commissioners across the state are calling on Gov. Lee and members of the Tennessee General Assembly to reverse these 20-year austere measures and to once again allow local governments to share in 100% of the state sales tax revenues that flows into the state's general fund and to allow local governments to realize 100% of the local share of sales tax revenues generated by the 2002 increase in the single article cap.

The delivery of city services and the quality of life for Tennessee residents are directly linked to adequate funding. If the state returned to sharing all of the sales tax revenue, it would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

There has never been a better time fiscally to return the share of funding to the communities that help make this state great. If not now, when?

RESTORE RETURN RELIEF

Resolution No. _____

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A RESOLUTION TO SUPPORT RESTORING THE HISTORIC REVENUE SHARING RELATIONSHIP BETWEEN THE STATE OF TENNESSEE AND ITS LOCAL GOVERNMENTS AND TO RETURN THE LOCAL SHARE OF THE SINGLE ARTICLE CAP TO LOCAL GOVERNMENTS

WHEREAS, Tennessee's municipal communities are the economic engine of the state and today 92% of the state's total sales tax collections are generated within municipal boundaries; and,

WHEREAS, such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit; and,

WHEREAS, in 1947, the state began sharing 4.6% of each year's total state sales tax collections with cities for the purposes of recognizing the collective contribution of cities as the state's economic engine; thereby acknowledging that city residents incur a local tax burden that is directly attributable to financing, developing, and maintaining an economic environment that continues to generate a healthy portion of the sales tax revenue accruing to the state; and,

WHEREAS, when confronting serious fiscal challenges in 2002, the state of Tennessee increased the state sales tax rate from 6% to 7%; and,

WHEREAS, the state chose not to share a portion of the sales tax revenues generated by the increase from 6% to 7% with Tennessee municipalities; and,

WHEREAS, as a result of this change the state broke a 55-year relationship of sharing 4.6% of all sales tax revenue designated for the state's general fund with municipalities; and,

WHEREAS, at the same time in 2002, the state also doubled from \$1,600 to \$3,200 the amount of the purchase price any single item that is subject to a combined state and local option sales tax of 9.75%; and

WHEREAS, in addition to the single article cap increase from \$1,600 to \$3,200, the state also captured and continues to capture 100% of the state's 7% levy as well as the 2.75% portion of the sales tax levy that is customarily reserved for local government on the added sale of items with a purchase price above \$1,600; and

WHEREAS, in the 20 years since these provisions took effect, these two changes have combined to result in the state realizing nearly \$2 billion in additional sales tax collections -- \$2 billion that would have benefitted local taxpayers had the historic revenue sharing relationship and single article cap not been altered in 2002; and,

WHEREAS, in the 20 years since these provisions took effect, Tennessee's state leaders have managed the budget with great care and a strong fiscally conservative approach to create a dynamic and growing economy with eight consecutive years of surplus revenues; and,

WHEREAS, in the 20 years since these provisions took effect, the State of Tennessee's sustained economic and fiscal performance have erased the conditions which led to these austerity measures in 2002; and,

WHEREAS, there is expected to be a surplus of recurring revenues produced by the economic engines of our state and managed by its leaders; and,

WHEREAS, as a result of the accolades bestowed upon the state for its economic success, its fiscally conservative policies and strong leadership, the state has garnered an enviable reputation as the state in which to live, work and play; and,

WHEREAS, a consequence of this reputation has led to continued and substantial economic growth and an increase and realignment of the state's population, thereby increasing the fiscal pressures on municipal governments to meet demands to expand and maintain infrastructure, to deliver essential services, to provide the amenities that allow for continued quality of life for Tennessee's citizens, and to promote an economic environment that allows Tennessee's businesses and communities to prosper; and,

WHEREAS, these fiscal pressures create the need for recurring dollars to keep pace with this demand and to counteract the effects of inflation; and,

WHEREAS, correcting the provisions which took effect in 2002 will help to offset these fiscal pressures and to provide relief to local taxpayers shouldering the burden of meeting this demand which is associated with generating the sales tax revenues accruing to the state;

NOW THEREFORE BE IT RESOLVED that the __[Board/Commission/Council]__ of the __[City/Town]__ of __[city/town]__, on behalf of its residents, formally supports the restoration of the historic revenue sharing relationship of recurring state shared sales taxes in order for cities to once again receive 4.6% of all state general fund sales tax revenue. The __[Board/Commission/Council]__ also formally supports the state allowing local governments to receive the local share of sales tax revenues realized by increasing the single article cap in 2002 to collect on items with a purchase price between \$1,600 and \$3,200.

Date

Date

Mayor

Recorder

RESTORE RETURN RELIEF

Tennessee Municipal League -- 226 Anne Dallas Dudley Blvd., STE 710, Nashville, TN 37219

2022 MAYORS' LETTER

On April 19, 2022, TML delivered a letter on behalf of Tennessee's towns and cities, signed by 237 mayors, to Governor Bill Lee, Lieutenant Governor Randy McNally, and House Speaker Cameron Sexton.

The letter and signatures follow on the next page.



April 19, 2022

Honorable Bill Lee
Governor of the State of Tennessee
State Capitol, 1st Floor
600 Dr. Martin L. King, Jr. Blvd
Nashville, TN 37243

Dear Governor Lee,

We are writing to voice our support for two legislative measures intended to restore the historical revenue sharing relationship between the State and Local Governments that was altered in 2002 so that the state could address a significant state budget shortfall and avoid impending fiscal crisis.

Tennessee's municipal communities are the economic engine of the state, producing about 90% of the state's total sales tax collections each year. Such economic growth is intentional and when it occurs, it is financed largely through city taxes for police, fire, streets, water and sewer, schools, parks, libraries and other amenities that attract and retain businesses and make Tennessee's communities desirable places for people to raise a family, start a business, and visit. The State recognized this fact, and since 1947, cities have received a portion of the state sales tax to offset the local tax burden borne by city residents that is associated with promoting economic activity and generating state sales tax revenues. This relationship was altered in 2002 when the state increased the state sales tax rate from 6% to 7% and designated all resulting revenues to the State's general fund rather than continuing the historical sharing with municipalities.

In 2002, the relationship was also altered when the state increased the single article cap from \$1,600 to \$3,200 and elected to retain not only the full 7% state levy on purchases between \$1,600 and \$3,200 but also the amount historically reserved for the local option tax (2.75%) for an effective tax rate of 9.75%. As a consequence these revenues add to the state general fund rather than benefitting the local schools and communities where they are created.

In the 20 years since, nearly \$2 billion in additional sales tax collections have been realized by the state -- \$2 billion that would have benefitted local taxpayers had the historical relationship not been altered in 2002. Additionally, since 2012, the Tennessee General Assembly has enacted measures that have reduced local government revenues by more than \$100 million. Plus, the rising costs of local government expenditures continue to put pressures on our ability to respond to public safety needs, road paving projects, and other basic city services.

The leaders of our state have managed the budget with great care and vision to create eight consecutive years of surplus revenues and now also a surplus of recurring revenue. The

conditions which led to those austerity measures in 2002 have passed long ago -- yet, they still remain in place. The strong fiscal position of our state makes now the right time to act.

As local mayors, we fear the legislature will miss this opportunity to restore the revenue sharing relationship and make our communities stronger.

There is one thing that is consistent among all 345 cities – the costs associated with the provision of services and amenities and the maintenance of infrastructure increase each year. The returned revenue would provide relief to local taxpayers, allow local governments to meet funding demands that are necessary to maintain vital infrastructure, provide essential services to our citizens, fuel economic expansion, and afford the quality of life that has allowed this state to prosper.

We urge the General Assembly to pass legislation to restore the historic revenue sharing relationship with local governments by fully sharing state shared revenues from the General Fund, and by allowing local governments to receive the local share of sales tax collected between \$1,600 - \$3,200.

Letters have also been sent to Lt. Gov. Randy McNally and House Speaker Cameron Sexton.



Dr. Ken Moore
TML President, Mayor of Franklin

TENNESSEE MUNICIPAL AND METROPOLITAN MAYORS

Adams	Robert Evans	Belle Meade	Rusty Moore
Adamsville	David Leckner	Bells	Eric Jordan
Alamo	John Avery Emison	Benton	Joe Jenkins
Alcoa	Odis C. Abbott, Jr.	Berry Hill	Greg Mabey
Alexandria	Bennett Armstrong	Bethel Springs	Gary Bizzell jr
Algood	Lisa Chapman-Fowler	Bluff City	Richard Bowling
Allardt	Patricia Clark	Bolivar	Julian McTizic
Ardmore	Mike Magnusson	Braden	Chester Cocke
Arlington	Mike Wissman	Bradford	Dwayne Reynolds
Ashland City	Steve Allen	Brentwood	Rhea Little III
Athens	Bo Perkinson	Brighton	Stephane Chapman-
Atoka	W. Daryl Walker	Bristol	Washam
Atwood	James Halford	Brownsville	Mahlon Luttrell
Baileyton	William K Kerr	Bruceton	William D. Rawls
Bartlett	A. Keith McDonald	Burns	Robert T. Keeton III
Bean Station	Ben Waller	Calhoun	Landon Mathis
Bell Buckle	Ronnie Lokey		Evan Thomas

Camden	Roger Pafford	Gadsden	Randall Smith
Celina	Luke Collins	Gainesboro	Lloyd Williams
Centertown	Joel Akers	Gallatin	Paige Brown
Chattanooga	Tim Kelly	Garland	Kelley Gray
Clarksburg	Howell Todd	Gatlinburg	Mike Werner
Clarksville	Joe Pitts	Germantown	Mike Palazzolo
Cleveland	Kevin Brooks	Gilt Edge	Steve Fletcher
Clifton	Mark Staggs	Gleason	Charles Anderson
Clinton	Scott Burton	Goodlettsville	Rusty Tinnin
Collegedale	Katie Lamb	Gordonsville	John Potts
Collierville	Stan Joyner	Graysville	Charles Kaylor
Collinwood	James Glenn Brown	Greenback	Dewayne Birchfield
Columbia	Chaz Molder	Greeneville	W.T. Daniels
Cookeville	Ricky Shelton	Greenfield	Cindy McAdams
Coopertown	Becca Werner	Halls	Eugene Pugh
Copperhill	Kathy Stewart	Harrogate	Linda Fultz
Cottage Grove	Gary McCaig	Hartsville/Trousdale County	Stephen Chambers
Covington	Justin Hanson	Henderson	Robert King
Cross Plains	Barry Faulkner	Hendersonville	Jamie Clary
Crump	Ricky Tuberville	Henry	Dustin Odom
Cumberland Gap	Neal Pucciarelli	Hornbeak	Betty Walley
Dandridge	George Gantte	Humboldt	Marvin Sikes
Decatur	Jeremy Bivens	Huntingdon	Dale Kelley
Decherd	Michael Gillespie	Jackson	Scott Conger
Dickson	Don Weiss Jr.	Jasper	Jason Turner
Ducktown	Douglas Collins	Jefferson City	Mitch Cain
Dyer	Ray Carroll	Jellico	Dwight Osborn
Dyersburg	John Holden	Jonesborough	Chuck Vest
East Ridge	Brian Williams	Kenton	Danny C Jowers
Eastview	Elvis Butler	Kingsport	Patrick Shull
Elizabethton	Curt Alexander	Kingston	Timothy Neal
Elkton	Jimmy Dean Caldwell	Kingston Springs	Francis Gross
Englewood	Tony R. Hawn	Knoxville	Indya Kincannon
Enville	Melinda Johnston	La Grange	Earl Smith
Erin	Paul Bailey	La Vergne	Jason Cole
Erwin	Glenn White	Lafayette	Jerry Wilmore
Etowah	Edward B. Garwood	LaFollette	Phillip Farmer
Fairview	Debby Rainey	Lakeland	Mike Cunningham
Farragut	Ron Williams	Lakesite	David Howell
Finger	Robert Heathcock	Lawrenceburg	Blake Lay
Franklin	Ken Moore	Lebanon	Rick Bell
Friendship	Casey Burnett	Lenoir City	Tony Aikens
Friendsville	Andrew Lawhorn		

Lewisburg	Jim Bingham	Oakland	Mike Brown
Lexington	Jeffrey H. Griggs	Oliver Springs	Omer Cox
Linden	Wess Ward	Oneida	Jack Lay
Livingston	Curtis Hayes	Paris	Carlton Gerrell
Lobelville	Robby Moore	Parkers Crossroads	Kenneth Kizer
Lookout Mountain	Walker Jones	Parsons	Tim David Boaz
Loretto	Jesse Turner	Philadelphia	Damian Crawford
Loudon	Jeff Harris	Pigeon Forge	David Wear
Louisville	Tom Bickers	Pikeville	Philip Cagle
Luttrell	Jerry Lawson	Piperton	Henry Coats
Madisonville	Augusta Davis	Pittman Center	Jerry Huskey
Manchester	Marilyn Howard	Plainview	Gary D. Chandler
Martin	Randy Brundige	Pleasant Hill	Elizabeth Patrick
Maryville	Andy White	Portland	Mike Callis
Mason	Emmitt Gooden	Puryear	David Varner
Maury City	Rayce Castellaw	Ramer	George Armstrong
Maynardville	Ty Blakely	Red Bank	Hollie Berry
McKenzie	Jill Holland	Ridgely	Steve Jones
McLemoresville	Phillip Williams	Ridgeside	Kirk Walker
Medina	Vance Coleman	Ridgetop	Tim Shaw
Memphis	Jim Strickland	Ripley	Craig Fitzhugh
Michie	Anthony Smith	Rockwood	Mike Miller
Middleton	Evan Mott	Rocky Top	Timothy Sharp
Milledgeville	Ricky Hollin	Rogersville	Jim Sells
Minor Hill	Tracy Wilburn	Rossville	Judy Watters
Monteagle	Marilyn Rodman	Rutherford	Sandra Simpson
Morrison	Sue Anderson	Rutledge	Fred Sykes
Morristown	Gary Chesney	Saint Joseph	Bubba Carter
Moscow	Brenda Mitchell	Saltillo	Larry Lowery
Mount Pleasant	Bill White	Sardis	J W Creasy
Mt. Juliet	James Maness	Savannah	Bob Shutt
Munford	Dwayne Cole	Selmer	Sherry Inman
Nashville	John Cooper	Sevierville	Robbie Fox
New Market	Danny Whillock	Sharon	Ali Stalter
New Tazewell	Jerry Beeler	Shelbyville	Wallace Cartwright
Newbern	Pam Mabry	Signal Mountain	Charles Poss
Newport	Roland Dykes III	Smithville	Josh Miller
Niota	Lois Preece	Smyrna	Mary Esther Reed
Nolensville	Derek Adams	Sneedville	Wayland Dean Rhea
Normandy	Charles Whitaker	Soddy-Daisy	Rick Nunley
Oak Hill	Dale Grimes	Somerville	Ronnie Neill
Oak Ridge	Warren Gooch	South Fulton	David Lamb

South Pittsburg	Samatha Rector	Troy	James Cruce
Sparta	Jeff Young	Tullahoma	Ray Knowis
Spring City	Woody Evans	Tusculum	Alan Corley
Spring Hill	Jim Hagaman	Unicoi	Kathy Bullen
Springfield	Ann Schneider	Union City	Terry Hailey
Stanton	Allan Sterbinsky	Walden	Lee Davis
Sunbright	Karen Melton	Wartrace	Cindy Drake
Sweetwater	Doyle Lowe	Watauga	Delisa LaFleur
Tazewell	Bill Fannon	Waverly	Buddy Frazier
Tellico Plains	Marilyn Parker	Waynesboro	Chris Bevis
Thompsons Station	Corey Napier	Westmoreland	James Brian Smalling
Three Way	Larry Sanders	White Bluff	Linda Hayes
Tiptonville	Cliff Berry	White House	Farris Bibb
Townsend	Michael Talley	White Pine	Fred Taylor
Trenton	Ricky Jackson	Whiteville	Gene Bowden
Trezevant	Bobby Blaylock	Williston	James Wiles
Trimble	Christy Belonio	Woodland Mills	Joseph Lewis

c: Lt. Gov. Randy McNally
House Speaker Cameron Sexton



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving the Lakeland Meadows Planned Development Amended Outline Plan. *Recommended by the Municipal Planning Commission*

Staff Contact: Alex Barthol, Staff Planner

STAFF RECOMMENDATION

The Municipal Planning Commission recommends the Board of Commissioners approve resolution R-19-2023

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

See attached Staff Report presented to the Municipal Planning Commission.

RESOLUTION R-19-2023

APPROVING THE LAKELAND MEADOWS PLANNED DEVELOPMENT AMENDED OUTLINE PLAN

WHEREAS, On January 19, 2023, the City of Lakeland Municipal Planning Commission recommended approval of the Lakeland Meadows Planned Development Amended Outline Plan:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Amended Outline Plan is approved for the Lakeland Meadows Planned Development subject to the following conditions:

1. Approval of this planned development outline plan/preliminary development plan does not permit any disturbance, construction, or improvement.
2. Each phase shall be subject to review and approval by the Fire Chief/Fire Marshall for International Fire Code compliance.
3. A construction access management plan shall be included to regulate construction access while minimizing impact upon the existing Winstead Farms Neighborhood through all phases of construction.
4. No portion of any lot, excluding common open space, shall be located within Zone 1 or Zone 2 of any Streamside Management Buffer.
5. Street trees proposed within the Seed Tick Road Scenic Corridor area shall be overstory deciduous shade tree to establish a parkway appearance.
6. The neighborhood sidewalks and pedestrian walkways/ bike paths shall have 100% interconnectivity.
7. Developer shall provide a green barrier upon all Phase 1 and 2 lots adjoining Winstead Farms Subdivision. Landscape provisions to be specified with the phase 1 construction drawings.
8. The design standard of all homes constructed within the Lakeland Meadows Planned Development shall meet the design standards established in the City of Lakeland Land Development Regulations for Neighborhood Type 2.
9. The lot in the southeast corner of the development presented as commercial to the Municipal Planning Commission shall be designated as common open space.

RESOLUTION R-19-2023

APPROVING THE LAKELAND MEADOWS PLANNED DEVELOPMENT AMENDED
OUTLINE PLAN

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland,
Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Date: Thursday, January 19, 2023

Project: Lakeland Meadows – Planned Development Outline Plan Amendment

Applicant: Valley Brook Development, LLC
David Bray, The Bray Firm

Staff Contact: Alex Barthol, Staff Planner

REQUEST

The applicant is seeking to amend the Planned Development Outline Plan for Lakeland Meadows PD. The changes proposed are as follows:

1. A commercial lot has been added on the south side of the property to line up with the commercial lot just south of Winsted Farms along Highway 70.
2. The phasing and lot numbers have been adjusted to have all residential sequentially numbered I-X with commercial lot being number XI.
3. The developer has been updated to reflect new ownership of the property.
4. The number of residential lots have been reduced from 367 to 305
5. Cluster mailboxes have been added to reflect the change required by USPS.
6. The boulevard entrance to the development off of future Seed Tick Road has been removed due to new property ownership.
7. The Outline Plan Pattern Book has been updated to incorporate all the listed changes as well as to update the entrance features of the development.

BACKGROUND

The Lakeland Meadows Planned Residential Development was approved by the MPC on September 20, 2018. The subject property is located north of US Highway 70 and is bound to the east by the Winstead Farms PD, the west by future Seed Tick Road and the Lakeland Municipal School System property, and the north by the L&N Railroad.

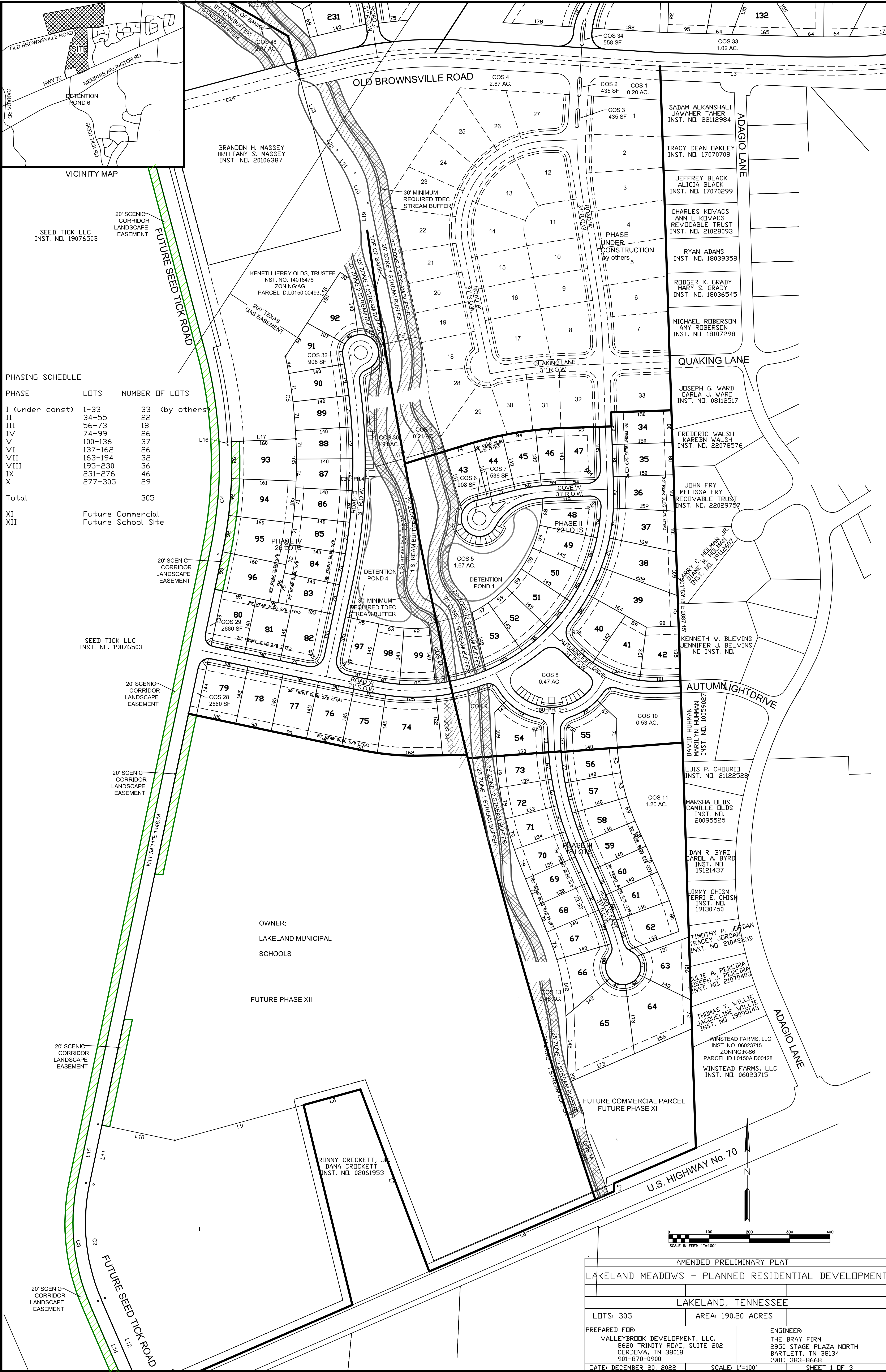
Valley Brook Development, LLC intends to develop the remaining 272 single-family residential lots with 63.88-acres or 33.5% of the site reserved for common open space. The proposed lot sizes will range from 50-foot wide to 90- foot wide. The proposed overall density is 1.60 dwelling units per acre.

STAFF RECOMMENDATION

Staff recommends approval of the application as submitted.

Example Motions

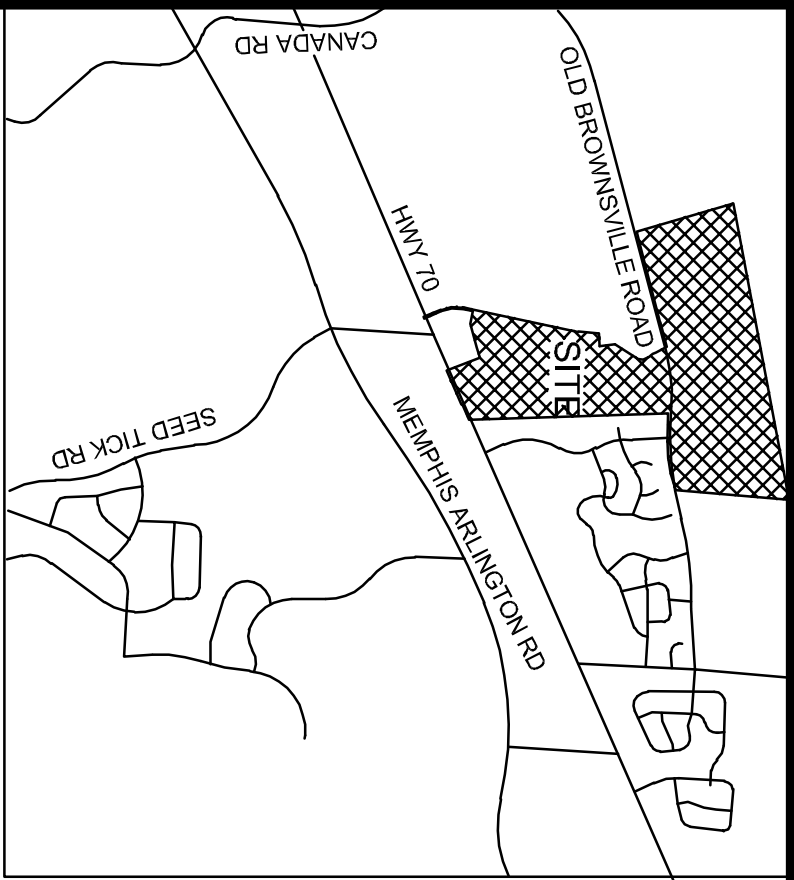
1. Motion to approve the Lakeland Meadows Planned Development Outline Plan Amendment without conditions.
2. Motion to approve the Lakeland Meadows Planned Development Outline Plan Amendment subject to the following conditions:
 - a. Conditions as determined by the Planning Commission
3. Motion to deny the Lakeland Meadows Planned Development Outline Plan Amendment application:
 - a. Reason for denial



PHASING SCHEDULE

PHASE	LOTS	NUMBER OF LOTS
I (under const)	1-33	33 (by others)
II	34-55	22
III	56-73	18
IV	74-99	26
V	100-136	37
VI	137-162	26
VII	163-194	32
VIII	195-230	36
IX	231-276	46
X	277-305	29
Total		305
XI	Future Commercial	
XII	Future School Site	

AMENDED PRELIMINARY PLAT		
LAKELAND MEADOWS - PLANNED RESIDENTIAL DEVELOPMENT		
LAKELAND, TENNESSEE		
LOTS: 305	AREA: 190.20 ACRES	
PREPARED FOR: VALLEYBROOK DEVELOPMENT, LLC, 8620 TRINITY ROAD, SUITE 202 CORDOVA, TN 38018 901-870-0900		ENGINEER: THE BRAY FIRM 2950 STAGE PLAZA NORTH BARTLETT, TN 38134 (901) 383-8668
DATE: DECEMBER 20, 2022	SCALE: 1"=100'	SHEET 1 OF 3

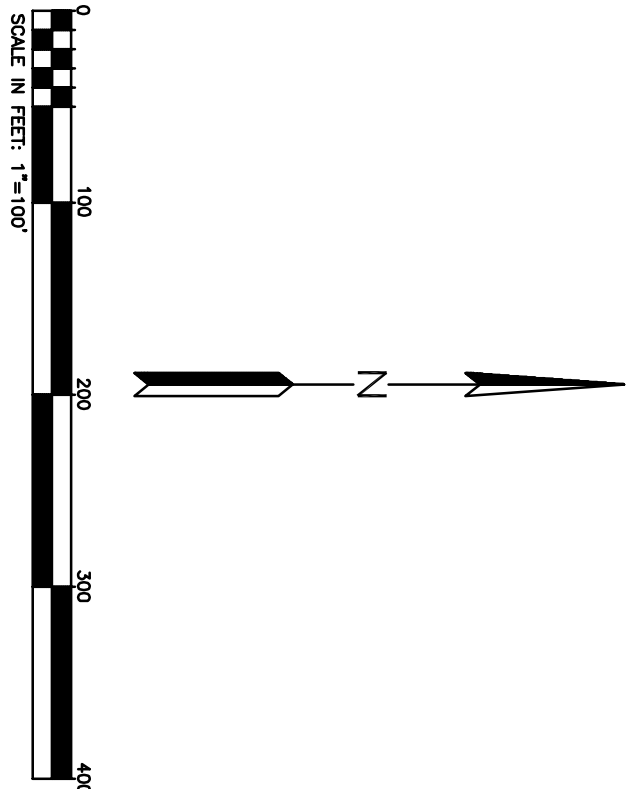


VICINITY MAP



PHASING SCHEDULE		
PHASE	LOTS	NUMBER OF LOTS
I (under const)	1-33	33
II	34-55	22 (by others)
III	56-73	18
IV	74-99	26
V	100-136	37
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VIII	195-230	36
IX	231-276	46
X	277-305	29
Total		305
XI		Future Commercial
XII		Future School Site

AMENDED PRELIMINARY PLAT		
LAKELAND MEADOWS - PLANNED RESIDENTIAL DEVELOPMENT		
LAKELAND, TENNESSEE		
LOTS: 305	AREA: 190.20 ACRES	ENGINEER: THE BRAY FIRM
PREPARED FOR: VALLEYBROOK DEVELOPMENT, LLC		2350 STAGE PLAZA NORTH
COMMUNITY ROAD, SUITE 602		MEMPHIS, TN 38018
901-870-0900		(901) 383-9646
DATE: DECEMBER 20, 2022	SCALE: 1"=100'	SHEET 2 OF 3



BRANDON H. MASSEY
REGISTERED PROFESSIONAL ENGINEER
INST. NO. 20106387



Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - authorizing the mayor to sign a proclamation establishing Saturday, March 18, 2023 as the City of Lakeland's Arbor Day 2023.

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

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners approve Resolution R-14-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

For the past 16 consecutive years, the City of Lakeland has earned the designation of "Tree City USA" from the Arbor Day Foundation based upon the following criteria:

- Having an annual Arbor Day observance,
- Spending at least \$2.00 per capita on tree-related programs,
- Having a tree ordinance, and a tree advisory board, which is the Parks & Recreation/Natural Resources Board.

This designation says a lot about the quality of life, the importance of natural resources to a community, and the planning standards as they relate to conservation.

RESOLUTION R-14-2023

AUTHORIZING THE MAYOR TO SIGN A PROCLAMATION ESTABLISHING
SATURDAY, MARCH 18, 2023, AS THE CITY OF LAKELAND'S ARBOR DAY 2023.

WHEREAS, the City of Lakeland and the Board of Commissioners have celebrated Arbor Day for the last 23 years; and,

WHEREAS, trees can help reduce air pollution and carbon dioxide from the air, create habitats for animals, purify ground water, produce oxygen, and reduce erosion of our topsoil by wind and water; and,

WHEREAS, the City of Lakeland has been named Tree City USA for 16 consecutive years through the Arbor Day Foundation; and,

WHEREAS, Saturday, March 18, 2022 is also Tennessee Tree day:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized and directed to sign a Proclamation naming March 18, 2023, as the City of Lakeland, Tennessee's Arbor Day 2023.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Josh Roman, Mayor of the City of Lakeland, Tennessee, do hereby proclaim March 18, 2022 as **ARBOR DAY** In the City of Lakeland, Tennessee, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 9th day of February, 2023

Mayor _____

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - rescinding Resolution R-93-2021 and approving a residential development contract with Arbor View Developments, LLC for Heathfield at Scotts Creek Planned Development Phase 1.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-15-2023.

BUDGET IMPACT

The Developer paid the development fees for Phases 1 and 2 upon executing the original contract in Fiscal Year 2022. Since this contract will only require development fees for Phase 1, the net revenue anticipated in the Fiscal Year 2023 Annual Budget in the General Fund and Sewer Fund will be reduced by \$69,040.13 and \$93,000.00 respectively.

DISCUSSION

A residential development contract with Arbor View Development, LLC was approved by the BOC in October 2021 for Heathfield at Scotts Creek Planned Development Phases 1 and 2. MLGW is unable to provide electric service from Old Brownsville Road as the existing service is at capacity. MLGW has plans to install new distribution lines along Seed Tick Road north of Hwy 70 to provide electric service to new developments north of Hwy 70 on Old Brownsville Road. Until Seed Tick Road is constructed, MLGW has approved a temporary connection from Hwy 70 to the Heathfield site. The temporary power will only support Phase 1 of the development, which consists of 27 lots. The developer has requested a new development contract for Phase 1 due to the utility constraints.

RESOLUTION R-15-2023

RESCINDING RESOLUTION R-93-2021 AND APPROVING A RESIDENTIAL DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS, LLC FOR HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASE 1

- WHEREAS,** the Board of Commissioners ("BOC") approved a Residential Development Contract with Arbor View Developments, LLC on October 14, 2021, for Heathfield at Scotts Creek Planned Development Phases 1 & 2; and,
- WHEREAS,** due to utility constraints with the service provider Memphis Light Gas and Water, the Developer is requesting the existing contract approval be rescinded and a new contract approved for Phase 1 only; and,
- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 97.53 acres, also identified by Parcel ID# LO150 00541 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 27 lot subdivision to be known as Heathfield at Scotts Creek Planned Development Phase 1 ("Subdivision"); and,
- WHEREAS,** the City's Municipal Planning Commission ("MPC") and BOC, have approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and,
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and,
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and,
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and,
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the BOC, said additional terms not to be considered as a

RESOLUTION R-15-2023

RESCINDING RESOLUTION R-93-2021 AND APPROVING A RESIDENTIAL
DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS, LLC FOR
HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASE 1

variance from or modification to Regulations, plans or plat, as approved on the date of execution; and,

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and,

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer's compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the Mayor is hereby authorized to execute a residential development contract with Arbor View Developments, LLC for Heathfield at Scotts Creek Phase 1.

APPROVED AND ADOPTED by the Board of Commissioners of the City Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT (“Contract”) is made and entered into this the _____ day of _____, **2023**, by and between **ARBORVIEW DEVELOPMENTS, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee (“Developer”), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee (“City”).

WITNESSETH:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder’s Office (“Subdivision Site”) and desires to improve and develop a portion of the Subdivision Site into a **27-lot** subdivision to be known as **Heathfield at Scotts Creek Planned Development Phase 1** (“Subdivision”); and

WHEREAS, the City’s Municipal Planning Commission (“MPC”), has approved the subdivision plan submitted by Developer with respect to the Subdivision (“Preliminary Development Plan”); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City’s Design Review Commission (“DRC”) approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City’s standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.

Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners (“BOC”), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer’s compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained and all other consideration herein recited, it is understood and agreed as follows:

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated January 15, 2021, approved by the MPC on January 21, 2021 and Board of Commissioners on March 11, 2021 and Preliminary Development Plan dated June 14, 2021, approved by the MPC on June 17, 2021 and Board of Commissioners on July 8, 2021 as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as “Codes”. References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee’s intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

7. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer's obligations hereunder is subject to the approval of the City Attorney.

8. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Once Hundred Eighty-Nine Thousand Four Hundred Seven Dollars (\$189,407.00)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that “thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested.”

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker’s compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. “All States Endorsement” is required or a Certificate of the State Worker’s Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker’s compensation insurance, Developer shall not be required to furnish insurance against worker’s compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer’s employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer’s employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

11. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(c) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

(d) Developer shall also furnish, in writing, the itemized as-built construction cost of all public improvements.

15. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision.

Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (3) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any

defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **Eighty-Three Thousand Seven Hundred Dollars (\$83,700)**, which reflects the sewer development fee as required by Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer

determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

35. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Subdivision Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Thirteen Thousand Five Hundred Dollars (\$13,500)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the

Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

40. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

41. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

42. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

43. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

44. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

“The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Eight Thousand One Hundred Dollars (\$8,100)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Eight Thousand Six Hundred Dollars (\$8,600)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Two Thousand Eight Hundred Dollars (\$2,800)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **One Thousand Five Hundred Dollars (\$1,500)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Four Hundred Ninety Dollars and Seventy-Five Cents (\$490.75)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Two Thousand Seven Hundred Dollars (\$2,700)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **One Thousand One Hundred Sixty-Three Dollars (\$1,163)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **One Thousand Three Hundred Fifty Dollars (\$1,350)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Six Hundred Thirty-Two Dollars and Sixty Cents (\$632.60)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

59. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

60. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

61. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

64. Developer agrees to pay a “Payment in-Lieu-of or Dedication for Parkland” in the amount of **Eighteen Thousand Two Hundred Twenty Dollars and Forty-One Cents (\$18,220.41)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer’s performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer’s property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney’s fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

68. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language “all streets shall be kept clear and free of dirt and debris” in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

69. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

70. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

71. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

72. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

73. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

74. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

76. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

With Required Copies To:
City Engineer; and
City Attorney
At same address as above.

- (ii) DEVELOPER
ARBORVIEW DEVELOPMENTS, LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120

77. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

78. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$83,700.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$13,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$8,100.00
(8)	Construction Inspection Fee	\$8,600.00
(9)	Administrative Review Fee	\$2,800.00
(10)	Geographical Information Systems Fee	\$1,500.00
(11)	Natural Resources Inventory & Analysis Fee	\$490.75
(12)	Parkland Improvement Fee	\$2,700.00
(13)	Tree Removal Fee	\$1,163.00
(14)	Warning Siren Fee	\$1,350.00
(15)	Parkland Dedication Fee	\$18,220.41
(16)	Parkland Review Fee	\$632.60
	Total	\$142,756.76

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this _____ day of _____, **2023**.

DEVELOPER:
ARBORVIEW DEVELOPMENTS, LLC

CITY OF LAKELAND:

By:_____

Date:_____

ATTEST:_____

APPROVED AS TO FORM:

By:_____

DATE APPROVED BY BOARD OF COMMISSIONERS:_____

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS:_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be _____, the within named bargainer, a corporation, and that such officer, as such _____, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as managing partner, by himself as _____.

Witness my hand and seal at office; this is the ____ day of ____, 20__.

Notary Public

My Commission Expires:_____

EXHIBIT "A"

Subdivision Development Fees Worksheet			
Heathfield at Scotts Creek Phase 1			
			27 Lots
	Per Lot Fee		11.63 Acres
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$83,700.00
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A
Sewer Connection Fee (per connection)			N/A
Drainage Control Fee w/basin (per lot)	\$500.00		\$13,500.00
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A
Engineering Review Fee (per lot)	\$300.00		\$8,100.00
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$8,600.00
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$2,800.00
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$490.75
Street Light Fee	100% of Cost		N/A
Road Cut Fees	\$35.00		N/A
Warning Siren (per lot)	\$50.00		\$1,350.00
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$1,163.00
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies		\$1,500.00
Parkland Improvement Fee (per lot)	\$100.00		\$2,700.00
Parkland Review Fee (\$400 plus \$20 per acre)	Varies		\$632.60
		Total =	\$124,536.35
	Acres/Lot =	0.43074074	
Park Land Formula (D=LxAxPxM)			
L=Number of Lots (D.U.)	L =	27	
A=Avg. Family Size - use 2.94	A =	2.94	
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010	
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.57	
D=Dedication in acres	D =	1.246266	Acres
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of
Total Dollar Value Required in Lieu of Dedication		=	\$18,220.41
Total Amount Due			\$142,756.76

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL
SUBDIVISION DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS,
LLC FOR A 57-LOT SUBDIVISION TO BE KNOWN AS HEATHFIELD AT SCOTTS
CREEK PLANNED DEVELOPMENT PHASES 1 & 2

- WHEREAS,** Developer is the owner of record of tracts of land zoned AG-Agriculture which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a 57 lot subdivision to be known as **HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASES 1 & 2** ("Subdivision"); and
- WHEREAS,** the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and
- WHEREAS,** Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; and
- WHEREAS,** Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and
- WHEREAS,** the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and
- WHEREAS,** the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and
- WHEREAS,** this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and

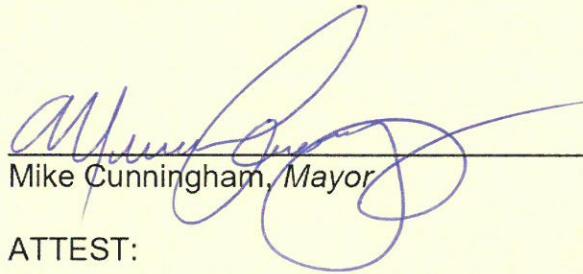
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RESIDENTIAL
SUBDIVISION DEVELOPMENT CONTRACT WITH ARBOR VIEW DEVELOPMENTS,
LLC FOR A 57-LOT SUBDIVISION TO BE KNOWN AS HEATHFIELD AT SCOTTS
CREEK PLANNED DEVELOPMENT PHASES 1 & 2

recommendation of the City Engineer and the City Planner or person(s)
designated by the City Manager; and

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all
street dedications, subject to Developer's compliance with any and all
applicable Federal and State of Tennessee laws and local statutes,
ordinances, codes, rules and/or regulations in addition to the specific
conditions hereinafter set forth.

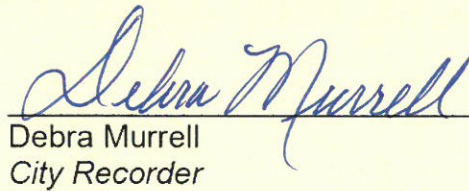
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the City of
Lakeland, Tennessee: That the Mayor is hereby authorized to execute a development
contract with **ARBOR VIEW DEVELOPMENTS, LLC** for a 57-lot subdivision to be known
as **HEATHFIELD AT SCOTTS CREEK PLANNED DEVELOPMENT PHASES 1 & 2.**

PASSED AND ADOPTED on this 14th day of October 2021, the public welfare requiring it.



Mike Cunningham, Mayor

ATTEST:



Debra Murrell
City Recorder

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT**

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT ("Contract") is made and entered into this the **24th** day of **January**, **2022** by and between **SCOTT'S CREEK DEVELOPMENT LLC** limited liability company organized and existing under the laws of the State of Tennessee ("Developer"), and **THE CITY OF LAKE LAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee ("City").

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned AG-Agricultural which contains approximately 97.53 acres, also identified by Parcel ID # LO150 00541 in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop a portion of the Subdivision Site into a **57-lot** subdivision to be known as **Heathfield at Scotts Creek Planned Development Phases 1 & 2** ("Subdivision"); and

WHEREAS, the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and

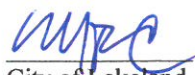
WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and streetlights in connection with development of the Subdivision at its own cost; and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.


City of Lakeland

Page 1 of 23


Developer

Land Development Regulations and the Construction Plat/Plan, heretofore approved, according to State Statute by the MPC and/or the Board of Commissioners ("BOC"), said additional terms not to be considered as a variance from or modification to Regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Contract is entered into by the City at the insistence of Developer upon the understanding that Developer shall remain fully responsible for specific compliance with the requirement of the Land Development Regulations, the Technical Specifications of the City and the Construction Plat/Plan, duly prepared by Developer subject to review and recommendation of the City Engineer and the City Planner or person(s) designated by the City Manager; and

WHEREAS, the City is willing to approve the Subdivision, and all property and/or all street dedications, subject to Developer's compliance with any and all applicable Federal and State of Tennessee laws and local statutes, ordinances, codes, rules and/or regulations in addition to the specific conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained and all other consideration herein recited, it is understood and agreed as follows:

GENERAL PROVISIONS

1. Construction Standards. Developer shall construct the Subdivision in accordance with the Outline Plan dated January 15, 2021, approved by the MPC on January 21, 2021 and Board of Commissioners on March 11, 2021 and Preliminary Development Plan dated June 14, 2021, approved by the MPC on June 17, 2021 and Board of Commissioners on July 8, 2021 as well as Construction plans as may hereafter be submitted by Developer and approved by City, and if applicable, the requirements of the DRC, and in accordance with the requirements of (a) City Land Development Regulations; (b) City Zoning Ordinance and any other applicable Ordinances of the City; (c) City Design Guidelines; (d) the applicable building and fire safety regulations of Shelby County Tennessee. Items (a) through (d) are hereby made a part of this Contract by reference as if fully set forth herein and are hereinafter referred to collectively as "Codes". References herein to said Codes are to those in effect on the date this Contract is approved.

Developer shall also construct the Project in accordance with the following standards and specifications, all of which are incorporated herein by reference as if fully set forth:

- (a) The standards of the American Society of Testing Materials (ASTM);
- (b) The requirements of the Office of Safety and Health Administration (OSHA);
- (c) The requirements of the Federal Americans with Disabilities Act (ADA);
- (d) The Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and
- (e) The Standards of the American National Standards Institute (ANSI).
- (f) The requirements of the Tennessee Department of Environment and Conservation.

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the initial phase Subdivision Construction Plans. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the public improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the “Public Improvements”). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee’s intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.

7. Developer agrees to furnish, on demand, satisfactory evidence that it has the lawful right to enter into this Contract for the purposes herein contained. Any security for Developer's obligations hereunder is subject to the approval of the City Attorney.

8. Duration of Obligations. The obligations of Developer hereunder shall run with the Subdivision Site until Developer's obligations have been fully met. Any party taking title to the Subdivision Site, or any part thereof, shall take said real property subject to such obligations.

SECURITY

9. (a) Developer will furnish to the City, not later than the execution of this Contract by Developer, an estimate as to quantity and cost of all public and private improvements, on or off site (i.e., specific Design Review Commission requirements: brick walls and entrance treatments, landscaping, fencing, lighting, etc.) required by the City pursuant to MPC and/or DPC approval, with the exception of electrical power, water and gas utilities.

(b) Developer shall provide an Irrevocable Letter of Credit capable of presentation to the issuer in Shelby County, Tennessee, issued from a bank doing business, subject to service of process, and subject to both subject matter and personal jurisdiction in Shelby County, Tennessee, with no fixed expiration date, or other adequate security acceptable to the City ("Security") in the amount of **Two Hundred Sixty-Six Thousand Four Hundred Forty-Four Dollars (\$266,444.00)** for all public and/or private internal improvements, plus a sum equal to the cost, as estimated by Developer and approved by the City Engineer, of improvements public or private required by the City pursuant to MPC and/or DRC approval but to be constructed or installed off of the Project Site. It is the policy of the City to only accept as Security an Irrevocable Letter of Credit, cash or its equivalent. The form and substance of any Irrevocable Letter of Credit is subject to the approval of the City Attorney.

(c) The Final Plat of the Subdivision site shall not be recorded with the Shelby County Register's Office until the Subdivision has reached the level of Substantial Completion, as hereinafter defined. At that time, upon application of Developer and approval of the BOC, the amount of Security may be reduced to the cost, as estimated by the City, of uncompleted requirements relative to the Subdivision plus a reasonable sum to cover Developer's warranty obligations hereunder.

(d) Although the amount of the Security may be less than the total cost of completion by Developer of all of Developer's obligations hereunder, it is understood and agreed that the Security, subject to its limit, is to furnish security for the performance of all of Developer's obligations hereunder but that such obligations are not limited by the amount of such Security. The Security shall remain in force through the end of the warranty period, although Security may be reduced from time to time as provided herein. All collection expenses, court costs and reasonable attorney's fees incurred by the City in connection with collection under the Security shall be paid by Developer and such obligation shall be secured by the Security. The City shall be entitled to recover the cost thereof, reasonable administrative fees, reasonable attorney's fees and interest calculated on any unpaid balance at the rate of ten percent (10%) per annum until the unpaid balance is fully paid.

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that "thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested."

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker's compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. "All States Endorsement" is required or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

(2) Claims for the personal injury, occupational illness or death of Developer's employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer's employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;

(6) Claims by third parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under this contract;

(7) Premises and Operations;

(8) Independent Contractors;

(9) Products and Completed Operations;

(10) Blanket Contractual or its current equivalent policy language;

(11) XCU (Explosion, Collapse and Underground) Coverage or its current equivalent policy language;

(12) Broad Form Property Damage or its current equivalent policy language;

(13) Commercial automobile liability insurance covering owned, hired and non-owned vehicles.

(c) The insurance coverage required by this paragraph shall include the coverage specified above with policy limits of not less than \$1,500,000.00 Combined Single Limit general liability and \$1,500,000.00 Combined Single Limit automobile liability (including, but not limited to, bodily injury (including death) and property damage) per occurrence. These minimum limits may be met through a combination of primary and umbrella insurance policies. The commercial general liability insurance coverage shall include completed "incident" as opposed to "claims made" insurance coverage and liability insurance applicable to Developer's obligations under this Contract. All such insurance shall remain in effect until the City issues its written notice of the release of Security of the completed Project. In addition, Developer shall maintain "incident" as opposed to "claims made" insurance for at least one (1) year after the City issues its written notice of release of Security. Developer shall furnish the City with evidence of the continuation of all such insurance at the time of issuance of the notice of release of Security.

(d) Prior to commencing any work on the Project, Developer will furnish to the City a certificate of insurance evidencing the required coverage.

(e) The furnishing of the aforesaid insurance shall not relieve Developer of its obligation to indemnify the City in accordance with the provisions of this Contract.

TIME SCHEDULE

11. (a) It is agreed by Developer and the City that this Contract shall become void and Developer will be in material breach of this Contract unless the following items are accomplished within one (1) year from the date of approval of this Contract by the BOC. Items (1), (2), (3), and (4) below must be completed prior to starting Construction below.

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (3) All fees paid to the City as specified herein.
- (4) Security is received by the City as specified herein.
- (5) Insurance certificate is received by the City as specified herein.

If items (1-5) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with the date of Substantial Completion to be not later than four (4) years from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.

13. Developer agrees that its failure to follow the extension of time procedure provided herein shall constitute a breach of this Contract. Developer agrees that should it fail to complete any part of the work outlined in this Contract in a good and workmanlike manner, as approved by the City Engineer, the City shall reserve the right to withhold and/or withdraw all building permits and/or sewer service within the Subdivision until all items of this Contract have been fulfilled by Developer.

14. (a) It is agreed that after the date of Substantial Completion, as recommended by the City Engineer and approved by the BOC, the City will record the Final Plat (Mylar) of the Subdivision in the Register's Office of Shelby County, Tennessee after Developer has submitted a Final Plat suitable for recording, provided the Security being held by the City to guarantee Developer's obligations under this Contract is sufficient to cover the cost of the remaining required Public Improvements and the private improvements as estimated by Developer's Engineer and approved by the City Engineer. If the Security being held by the City is not sufficient, Developer shall increase same accordingly prior to the City recording the Final Plat. The original Final Plat shall be retained by the City as a permanent record. Developer shall be responsible for paying all recording costs. Final Plat recording shall signify Initial Acceptance of the project.

(b) Developer shall provide the City with a copy of the Final Plat using State Plane Coordinate System with NAD – 83 datum on disk or CD in DXF format (AutoCAD Release 14 or more current) prior to recording of the Final Plat of the Project. All MTEXT must be exploded.

(c) Developer shall furnish as-built plans to the City on reproducible, stable mylar media. Said plans shall show the sanitary sewer, storm drainage system, grading, water main and service lines and streets within the Subdivision before the City shall record the Final Plat of the Subdivision. Departure from the original plans and specifications shall not be permitted without the approval of the City Engineer, the MPC, DRC, and BOC as necessary. In addition to the plans furnished on reproducible mylar media, Developer shall provide a scanned copy of the as-built plans as a TIF image on CD and a DXF copy (AutoCAD Release 14 or more current) of the as-built plans on CD.

(d) Developer shall also furnish, in writing, the itemized as-built construction cost of all public improvements.

15. (a) Sidewalks. Notwithstanding any provision to the contrary herein, Developer shall ultimately be responsible for the installation of all required sidewalks, at its expense, and will include in the Security an amount sufficient to insure installation of all required sidewalks. All required sidewalks shall be completed, without defect and on a lot-by-lot basis, prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. Developer shall be responsible for repairing any latent defects in the sidewalks prior to the issuance of a Certificate of Occupancy ("C. O.") to the owner of each lot. (All references to sidewalks herein include required handicap ramps.)

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision.

Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (3) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or his/her designee, shall inspect the streets, curbs and gutters, sidewalks, storm drain system, detention basin, landscaping, irrigation, fencing and all other required improvements to determine any

defects or failures of the same. If no defects or failures are found, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision. If defects or failures are found upon the aforesaid inspection, written notification outlining deficiencies to be corrected shall be provided to Developer along with the time period for corrections, not to exceed sixty (60) days. Within seven (7) days of notification by Developer that such corrections have been made or the expiration of the time period, whichever occurs first, the City Engineer shall re-inspect for correction of defects and failures. If all deficiencies have not been corrected, the City Engineer shall provide an updated written notification of deficiencies and Developer shall have thirty (30) days to make the remaining corrections. If all corrections are not made at this time, the City may demand payment on the Security, and, upon collection, shall proceed to make the corrections. If and when Developer or the City, as the case may be, has corrected all failures and defects, and a period of one (1) year has expired from the date of such corrections without defects again appearing in the corrected work, the City Engineer shall report the same to the BOC at a regular or special meeting within thirty (30) days of the date of said re-inspection. The BOC, provided it agrees with the City Engineer, shall approve the final release of the Security, which shall constitute the end of the warranty period for the Subdivision.

(c) It is the intention of the parties hereto that any Public Improvement required of Developer relative to the Subdivision which was found to be satisfactory by the City Engineer upon inspection as provided in Section 17 (b) shall thereafter be the obligation of the City to maintain. However, any such improvement found to be unsatisfactory by the City Engineer upon the initial inspection as provided in Section 17 (b) or any later inspection made pursuant to Section 17 (b) shall not be the obligation of the City to maintain until same remains satisfactory to the City for a period of one (1) year from the date it was inspected and found to be satisfactory by the City Engineer.

(d) At any time during the one (1) year warranty period beginning from the date of the Subdivision Final Plat recording, the City Engineer may recommend to the BOC that a portion of the Security be released based upon the City Engineer's estimation of the needed Security to ensure that funds will be available to correct any then outstanding defects in the improvements or to correct any defects which have been corrected but may reoccur.

REQUIRED IMPROVEMENT AND RELATED FEES

WATER

18. Developer shall install, at its expense, all water mains, hydrants, valves and appurtenances to serve all lots within the Subdivision from the existing Memphis Light Gas & Water (MLGW) water system and to install, at its expense, water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, Developer shall pay all engineering, testing and laboratory costs incident to the water service in and to the Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Seventy-Six Thousand Seven Hundred Dollars (\$176,700)**, which reflects the sewer development fee as required by Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.

25. It is agreed and understood that if it is not necessary to change the existing grade, alignment or disturb the pavement of an existing street or road, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and construct

sidewalks, curb and gutter as required. If the existing grade and/or alignment are changed, Developer shall be required to grade, gravel and pave the full width of said street or road.

26. Developer shall complete all grading within the street right-of-way before the public utilities are installed.

27. Developer shall design and construct all private streets and roadways authorized within the Subdivision to standards equal to or greater than required by the Land Development Regulations and Technical Specifications of the City.

28. Developer and the City agree that easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said Subdivision.

29. Developer agrees that the City is not responsible for street repairs within private streets. The responsibility for repairing private streets will be that of the property owners and/or property owner's association and such responsibility shall be so noted on the Final Plat of said Subdivision.

SIDEWALKS

30. Developer shall furnish all labor and materials to construct and install all sidewalks and handicap ramps, at its expense, in accordance with the Land Development Regulations, Technical Specifications and the approved Development Plan.

STREET SIGNS, TRAFFIC CONTROL DEVICES, ETC.

31. Developer agrees to install, at its expense, permanent street signposts and markers at all street intersections in the Subdivision and to install, at its expense, traffic control devices, signage and striping relative to the Subdivision. The location of street signs to be installed shall be approved by the City Engineer. Variance from standard street sign type must be approved by the City. All traffic control devices, signage and striping shall be installed as per City Subdivision Regulations, the Manual on Uniform Traffic Control Devices and approved by the City Engineer.

EROSION, SEDIMENT AND DEBRIS

32. Developer agrees that all drainage and related facilities, including, without limitation, ditch paving, bank protection and fencing adjacent to open ditches, made necessary by the development of the Subdivision are to be constructed by Developer according to plans and specifications approved by the City Engineer.

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer

determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

35. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Subdivision Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Twenty-Eight Thousand Five Hundred Dollars (\$28,500)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the Final Plat of said Subdivision prior to the Initial Acceptance by the City and recording of said Final Plat.

38. Developer shall provide to the City, and to each lot purchaser or builder, a coordinated grading and drainage plan designed to ensure proper drainage of all lots and building sites within the Subdivision. Said plan shall be compatible with the overall drainage plan for the

Subdivision and shall comply with the Subdivision Regulations. Further, the Final Plat shall contain a notation stating that compliance with the Drainage Plan by individual lot owners and builders shall be a condition of the Building Permit issued by the City.

39. That in any development that alters or revises the Flood Plain shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, Developer shall provide to the City a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plain. Further, until said Development Permit is provided, Developer shall not proceed with any work affecting the Flood Plain nor will the Final Plat of the Project be approved by the MPC.

40. Developer understands and agrees that the City, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the City design, construct, supervise nor certify the adequacy of the drainage improvements.

41. Developer understands and agrees that the City Engineer is not vested with any responsibility for the design of drainage improvements, nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review, the City does not commit itself to the construction, improvements or modification of the drainage system within or without the Subdivision.

42. Developer understands and agrees that it is the responsibility of Developer to properly anticipate, survey, design and construct all drainage improvements so that the Subdivision will not increase, alter or affect the flow of surface or channelized waters from or onto any property as to damage or flood any property or contribute to the same.

43. Developer understands and agrees that in providing technical assistance, planning and review, the City seeks to enforce its minimal governmental standards and does not relieve or accept any of Developer's liability and responsibility to properly design and construct the Subdivision.

44. Developer further agrees to indemnify and hold harmless the City and the City Engineer from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the Subdivision. The aforesaid indemnity and hold harmless agreement include, without limitation, the reasonable expenses of the City incurred in defending itself against any matter covered by such indemnity agreement, including attorney fees and expenses of litigation.

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the

Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owners association:

“The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owners association (“POA”), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA.”

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Seventeen Thousand One Hundred Dollars (\$17,100)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Seventeen Thousand Six Hundred Dollars (\$17,600)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract. Developer further agrees to pay a \$50 re-inspection fee for each inspection after a Notice of Violation has issued, payable within ten (10) days of receipt of invoice.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Five Thousand Eight Hundred Dollars (\$5,800)**, (\$200 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.

Geographical Information System (GIS) Fee

50. Developer agrees to pay to the City the sum of **Three Thousand Dollars (\$3,000)**, (\$200 plus \$50 per lot thereafter), which represents the Geographical Information System (GIS) Fee as required by Ordinance 07-105.

Natural Resources Inventory/Analysis Fee (per acre)

51. Developer agrees to pay to the City the sum of **Eight Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$859.75)**, (\$200 plus \$25 per acre thereafter), which represents the Natural Resources Inventory/Analysis Fee as required by Ordinance 07-105. Developer paid fee for total acreage in original Development Contract.

Parkland Improvement Fee (per lot)

52. Developer agrees to pay to the City the sum of **Five Thousand Seven Hundred Dollars (\$5,700)**, (\$100 per lot), which represents the Parkland Improvement Fee as required by Ordinance 07-105.

Tree Removal Fee (per acre)

53. Developer agrees to pay to the City the sum of **Two Thousand Six Hundred Thirty-Nine Dollars (\$2,639)**, (\$100 per acre or portion thereof, maximum \$10,000), which represents the tree removal fee as required by Ordinance 07-105, prior to the execution of this Contract.

Warning Siren Fee

54. Developer agrees to pay to the City the sum of **Two Thousand Eight Hundred Fifty Dollars (\$2,850)**, (\$50 per lot), which represents the Warning Siren Fee as required by Ordinance 07-105.

Parkland Review Fee (per acre)

55. Developer agrees to pay to the City the sum of **Nine Hundred Twenty-Seven Dollars and Eighty Cents (\$927.80)**, (\$400 plus \$20 per acre) which represents the Parkland Review/Development Fee as required by Ordinance 07-105.

MISCELLANEOUS CONDITIONS

56. Easements. Developer agrees that it will grant any and all necessary easements and rights-of-way across its property to effectuate the requirements of this Contract. Any off-site easements and/or right-of-way required for the Subdivision must be obtained and furnished by Developer to the City and recorded prior to Contract approval. Said easements and rights-of-way shall be in form, type, size and character acceptable to the City. Developer shall grant and/or obtain and furnish said easements without expense to the City of Lakeland and will waive any claim for damages arising from the granting or obtaining thereof.

57. It is understood and agreed that the City is not and could not be expected to oversee, supervise and/or direct the construction of all construction and improvements contemplated hereunder. Neither is the City Engineer vested with the original design responsibility nor the means to formally survey elevations, capacity, structural integrity, type, adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

58. In situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

59. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

60. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

61. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

62. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all subcontractors and material suppliers furnishing labor or materials for the development.

63. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the BOC upon written request to the DRC and after a recommendation by the DRC is submitted to the BOC.

64. Developer agrees to pay a "Payment in-Lieu-of or Dedication for Parkland" in the amount of **Forty-Three Thousand One Hundred Twenty Dollars and Thirty-Four Cents (\$43,120.34)** as per Article II Neighborhood Development Regulations, Section D, 4.b. of the Lakeland Subdivision Regulations.

65. Gas and Electric Service. Developer shall install underground electric and natural gas service to the Subdivision in accordance with the electric and natural gas service policy specified by the agreement between the City and the Memphis Light, Gas and Water Division of the City of Memphis and City ordinances and/or policies in effect at the time of such installation.

66. Indemnity. Developer will indemnify and hold the City harmless against all claims that may arise out of or result from Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of Developer, or anyone directly or indirectly employed or directed by either of them. This indemnity agreement includes, without limitation, all tort claims, both intentional and otherwise, and all claims based upon any right of recovery for property damage, personal injuries, death, damages caused by downstream deposits, sediment or debris from drainage, damages resulting from Developer changing the volume or velocity of water leaving Developer's property and entering upon the property of others, and claims under any statutes, Federal or state, relative to water, drainage and/or wetlands, and reasonable attorney's fees and costs incurred by the City in defending itself as a result of the aforesaid and/or enforcing this Contract.

67. Safety. Developer shall maintain barricades, fences, guards and flagmen as reasonably necessary to ensure the safety of all persons at or near the Subdivision Site during construction. All construction material, including, without limitation, mud, silt, dirt and gravel, shall be kept off existing streets at all times. In the event such mud, silt, dirt, gravel or other construction material is washed, blown or carried into an existing street, Developer shall take immediate steps to remove such materials. If Developer does not remove such materials after notification by the City, and the City deems it necessary to clean the affected streets, the Developer agrees to reimburse the City for all such cleaning expenses.

68. Construction Activity. (a) Developer will not carry on or permit construction activity under this Contract earlier than 6:00 a.m. nor later than 7:00 p.m., Monday through Saturday, and no construction activity, other than emergency repairs, shall be carried out on Sundays.

(b) Developer agrees to include the language "all streets shall be kept clear and free of dirt and debris" in all contracts between Developer and the contractors, subcontractors, builders, etc., unless otherwise authorized in writing by the City Engineer.

(c) Developer shall provide the City with the name, address and phone number of person(s) to be contacted and responsible for correcting any of the requirements set forth above should the occasion arise to do so.

69. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

70. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

71. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

72. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

73. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

74. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

75. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing

such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

76. Notices. All notices, demands and requests required or permitted by this Contract shall be in writing (including telecopy communications) and shall be sent by facsimile transmission, air or other courier, or hand delivery, as follows:

- (i) CITY
CITY OF LAKELAND
ATTN: CITY MANAGER
10001 HIGHWAY 70
LAKELAND, TN 38002
Telephone: **(901) 867-2717**
Facsimile: **(901) 867-2063**

With Required Copies To:
City Engineer; and
City Attorney
At same address as above.

- (ii) DEVELOPER
SCOTT'S CREEK DEVELOPMENT LLC
492 SWEETBRIAR ROAD
MEMPHIS, TN 38120

77. Any party to this Contract may change such party's address for the purpose of notices, demands and requests required or permitted under this Contract by providing written notice of such change of address to the other party, which change of address shall only be effective when notice of the change is actually received by the party who thereafter sends any notice, demand or request.

78. Choice of Law. This Contract is being execute and delivered and is intended to be performed in the State of Tennessee, and the laws (without regard to principles of conflicts of law) of the State of Tennessee shall govern the rights and duties of the parties hereto in the validity, construction, enforcement and interpretation hereof.

OVERALL FEE/COST SUMMARY
(as more specifically set forth in Exhibit A hereto)

(1)	Sewer Development Fee	\$176,700.00
(2)	Sewer Lift Station Maintenance Fee	N/A
(3)	Sewer Connection Fee	N/A
(4)	Street Light Fee	N/A
(5)	Road Cut Fee	N/A
(5)	Drainage Control Fee (w/ Basin)	\$28,500.00
(6)	Drainage Control Fee (w/o Basin)	N/A
(7)	Engineering Review Fee	\$17,100.00
(8)	Construction Inspection Fee	\$17,600.00
(9)	Administrative Review Fee	\$5,800.00
(10)	Geographical Information Systems Fee	\$3,000.00
(11)	Natural Resources Inventory & Analysis Fee	\$859.75
(12)	Parkland Improvement Fee	\$5,700.00
(13)	Tree Removal Fee	\$2,639.00
(14)	Warning Siren Fee	\$2,850.00
(15)	Parkland Dedication Fee	\$43,120.34
(16)	Parkland Review Fee	\$927.80

Total

~~\$304,120.34~~

304,796.89 D.M.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this 24th day of January, 2022.

DEVELOPER:
SCOTT'S CREEK DEVELOPMENT LLC

RS

CITY OF LAKELAND:

By: [Signature]

Date: 2/10/2022

ATTEST: [Signature]

[Signature]
City of Lakeland

RS
Developer

APPROVED AS TO FORM:

By: [Signature]

DATE APPROVED BY BOARD OF COMMISSIONERS: October 14, 2021

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: March 11, 2021

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary of public of the state and county mentioned, personally appeared Raymond S. Sowell, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Member of *, the within named bargainer, a LLC corporation, and that such officer, as such Member, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the LLC corporation as managing partner, by himself as Member.

* Scott's Creek Development LLC

Witness my hand and seal at office; this is the 24th day of January, 2022.

[Signature]
Notary Public

My Commission Expires: 08/05/23

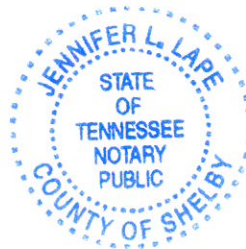
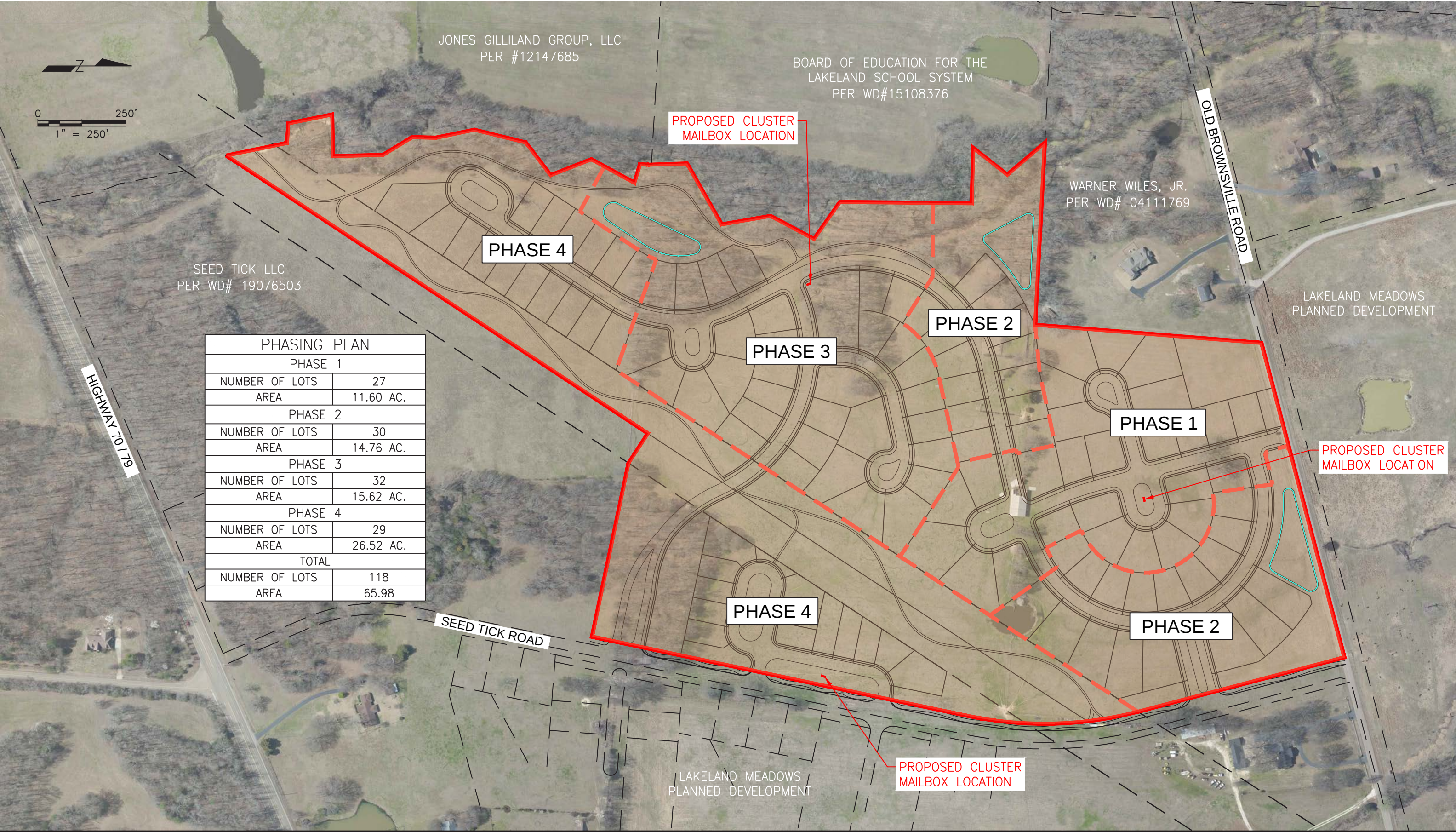


EXHIBIT "A"

Subdivision Development Fees Worksheet			57 Lots	26.39 Acres
Heathfield at Scotts Creek Phases 1 & 2				
	Per Lot Fee			
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00	\$176,700.00		
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00	N/A		
Sewer Connection Fee (per connection)		N/A		
Drainage Control Fee w/basin (per lot)	\$500.00	\$28,500.00		
Drainage Control Fee wo/basin (per lot)	\$1,000.00	N/A		
Engineering Review Fee (per lot)	\$300.00	\$17,100.00		
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00	\$17,600.00		
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies	\$5,800.00		
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies	\$859.75		
Street Light Fee	100% of Cost	N/A		
Road Cut Fees	\$35.00	N/A		
Warning Siren (per lot)	\$50.00	\$2,850.00		
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00	\$2,639.00		
GIS Fee (per lot)\$200 plus \$50 per lot thereafter	Varies	\$3,000.00		
Parkland Improvement Fee (per lot)	\$100.00	\$5,700.00		
Parkland Review Fee (\$400 plus \$20 per acre)	Varies	\$927.80		
	Total =	\$261,676.55		
Acres/Lot = 0.46298246				
Park Land Formula (D=LxAxPxM)				
L=Number of Lots (D.U.)	L =	57		
A=Avg. Family Size - use 2.94	A =	2.94		
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010		
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.76		
D=Dedication in acres	D =	2.949408 Acres		
Land Appraisal Value (per acre)		\$14,620.00	Payment in lieu of	
Total Dollar Value Required in Lieu of Dedication		=	\$43,120.34	
Total Amount Due			\$304,796.89	



PHASING PLAN - EXHIBIT J

HEATHFIELD ON SCOTT'S CREEK

LAKELAND, SHELBY COUNTY, TN

June 14, 2021
Revised: July 07, 2021
Project #20013

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - accepting public improvements and authorizing the reduction of security for Public and Common Improvements in Herons Ridge Planned Development Phase C1.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-16-2023.

BUDGET IMPACT

There is no budgetary impact to this resolution.

DISCUSSION

The Board of Commissioners approved a Residential Development Contract for Herons Ridge Planned Development Phase C1 in July 2017. Upon execution of the development contract, the developer Herons, LLC, provided a security for Public and Common Improvements in the amount of two hundred fifty-five thousand one hundred twenty-eight dollars and eighteen cents (\$255,128.18). The Final Plat was approved by the MPC in July 2020. Public improvements were not accepted at that time due to outstanding punchlist items. All punchlist items have been completed with the exception of the surface asphalt. The City Engineer recommends reducing the security to one hundred fifty thousand dollars (\$150,000.00) to cover the cost of the surface asphalt.

RESOLUTION R-16-2023

ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS AND AUTHORIZING THE
REDUCTION OF SECURITY FOR PUBLIC AND COMMON IMPROVEMENTS IN
HERONS RIDGE PLANNED DEVELOPMENT PHASE C1

WHEREAS, Herons, LLC issued a letter of credit to the City of Lakeland as a security for the construction of Public and Common Improvements in Herons Ridge Planned Development Phase C1 in the amount of two hundred fifty-five thousand one hundred twenty-eight dollars and eighteen cents (\$255,128.18); and,

WHEREAS, the Developer has completed all punch list items with the exception of the final surface course asphalt; and,

WHEREAS, all public improvements in Herons Ridge Phase C1 shall be warrantied for a period of one (1) year from the date of acceptance; and,

WHEREAS, the City Engineer has reviewed the request for reduction of security and recommends a reduction from two hundred fifty-five thousand one hundred twenty-eight dollars and eighteen cents (\$255,128.18) to one hundred fifty thousand dollars (\$150,000.00):

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the public improvements within Herons Ridge Planned Development Phase C1 are hereby accepted and a reduction in the security for Public and Common Improvements is authorized from two hundred fifty-five thousand one hundred twenty-eight dollars and eighteen cents (\$255,128.18) to one hundred fifty thousand dollars (\$150,000.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

**RESIDENTIAL SUBDIVISION
DEVELOPMENT CONTRACT**

INTRODUCTION

THIS RESIDENTIAL SUBDIVISION DEVELOPMENT CONTRACT ("Contract") is made and entered into this the 16th day of NOV, 2017, by and between **Hérons, LLC**, a limited liability company organized and existing under the laws of the State of Tennessee ("Developer"), and **THE CITY OF LAKELAND TENNESSEE**, a municipality organized and existing under the laws of the State of Tennessee ("City").

W I T N E S S E T H:

WHEREAS, Developer is the owner of record of a tract¹ of land zoned **R-1 Suburban Estate District** which contains approximately **38.036** acres, also identified by Parcel ID # **L0159 00558 and L0151 00195** in the official records of the Shelby County Recorder's Office ("Subdivision Site") and desires to improve and develop the Subdivision Site into a **42-lot** subdivision to be known as **Hérons Ridge Planned Development Section C Phase 1** ("Subdivision"); and

WHEREAS, the City's Municipal Planning Commission ("MPC"), has approved the subdivision plan submitted by Developer with respect to the Subdivision ("Preliminary Development Plan"); and

WHEREAS, Developer is required to install, at its expense, public improvements, including, but not limited to, water lines, fire hydrants, sanitary sewer, underground electrical power and gas utilities, grading, storm water drainage system, streets, curbs, gutters, sidewalks, street name signs, traffic control devices and street lights in connection with development of the Subdivision at its own cost; and

WHEREAS, Developer may be required, pursuant to its application and MPC and/or the City's Design Review Commission ("DRC") approval, to install, at its expense, private improvements and amenities, including, but not limited to, private streets and alleys, fences, entrance treatments and signage, walls, lakes, playgrounds, swimming pools, tennis courts and other recreational facilities, common open space, walking trails, storm water retention and/or detention basins, landscaping and related irrigation systems, relative to said Subdivision, none of which shall be accepted for maintenance by the City; and

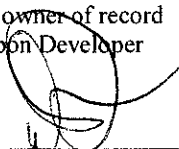
WHEREAS, the City is willing to provide services to the Subdivision in accordance with the City's standard policies and applicable rates; and

WHEREAS, the City and Developer, by the terms of this Contract, desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition

¹ If Developer is not the owner of record of the Subdivision Site but has permission from the actual owner of record to develop same, the owner will be required to join Developer herein and all obligations imposed upon Developer hereunder shall be jointly and severally imposed on Developer and Owner.



City of Lakeland



Developer

All standards and specifications set forth above are those that are in effect on the date this Contract is approved.

2. Inspection and Testing – Costs. That Developer shall pay, on a monthly basis, the reasonable expenses of engineering inspection by the City Engineer or his designee, along with any laboratory testing expenses reasonably deemed necessary by the City Engineer and incurred for material testing and soil density and moisture content test, provided, however, that Developer shall remain fully responsible for construction to the approved design and quality control, and that the City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. Approval of Subdivision Plans. In addition to the approval of MPC, Developer shall, within three (3) years of receiving approval of the Preliminary Development Plan, also obtain the approval of the City Engineer for the Subdivision Construction Plan. All construction relating to the Subdivision shall be subject to inspection and approval by the City until the end of the warranty period and release of Security.

OWNERSHIP

4. Developer agrees it shall have no claim, direct or implied, in the title or ownership of the improvements, except sidewalks, specified in this contract that are to be dedicated to the City by virtue of the official recording of the Final Plat for the Subdivision and accepted (except for sidewalks) for perpetual maintenance by the City (the "Public Improvements"). The City, upon Initial Acceptance [hereinafter defined] and Final Plat recording, will take full title to the Public Improvements. Maintenance and or warranty responsibilities of the Developer prior to the end of the warranty period and release of Security are provided for hereinafter.

5. Developer agrees that it will not transfer ownership of the Subdivision Site without first providing the City with notice of when the transfer is to occur and the identity, current address and telephone number of the proposed Transferee. If it is Transferee's intention to develop the Subdivision in accordance with this Contract, Developer agrees to provide the City an Assumption Agreement by which Transferee agrees to perform the obligations required under this Contract and to provide the security needed to assure such performance. Said Assumption Agreement will be subject to the approval of the BOC and City Attorney. Unless the Assumption Agreement specifically so provides, Developer shall not be released from its obligations hereunder. The City will not unreasonably withhold its consent with respect to the foregoing.

6. Developer understands that if it transfers the Subdivision site without first providing the notice of transfer and Assumption Agreement as required herein and receiving the approval of the BOC and City Attorney, it will be in breach of this Contract and the City may require that all work be stopped relative to the Subdivision and subject Developer to a declaration of fault.


City of Lakeland


Developer

(e) Developer agrees that if the Security furnished to secure the obligations of Developer under this Contract, due to inflation and/or rising costs, previous errors in estimation, or otherwise, is inadequate to secure such obligations at the time an extension of time is sought, it will provide additional security to bring the Security amount in line with current cost projections made by the City Engineer.

INSURANCE

10. (a) Developer, upon affixing its signature to this agreement, shall provide at no cost to the City, a policy or policies of insurance to the City from insurance companies acceptable to the City and licensed by the Tennessee State Insurance Commissioner to conduct business in the State of Tennessee with coverage limits as set forth below. Said insurance policy or policies shall be evidenced by current original certificates and/or policies attached to this Contract and kept in full force and effect throughout the life of this Contract as required by the City. Each certificate or policy shall require and state in writing that "thirty (30) days prior to cancellation or material changes in the policies, notice thereof shall be given to the City of Lakeland Tennessee by registered mail, return receipt requested."

(b) Developer shall purchase and maintain commercial general liability insurance and umbrella liability insurance with minimum limits of \$1,500,000.00 per occurrence and other insurance that shall insure against claims arising out of Developer's performance under this Contract, whether such claims arise out of the actions of Developer, any subcontractor of the Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

(1) Claims brought under worker's compensation in accordance with the Statutory Requirements and limits of the State of Tennessee. "All States Endorsement" is required or a Certificate of the State Worker's Compensation Board showing proof of ability to pay compensation directly; provided, however, if Developer has no employees who are eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to perform work on the Project Site to furnish evidence of such insurance for the employees of same as required above;

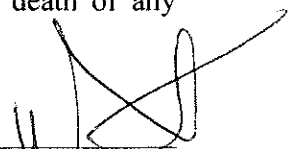
(2) Claims for the personal injury, occupational illness or death of Developer's employees, if any;

(3) Claims for the personal injury, illness or death of any person other than Developer's employees or agents;

(4) Claims for injury to or destruction of tangible property, including loss of use resulting there from;

(5) Claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle;


City of Lakeland


Developer

- (1) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of this Contract.
- (2) Signatures of Developer, and, if applicable, of Owner of the Subdivision Site, on two original copies of the Inspection and Maintenance Agreement for Private Stormwater Facilities.
- (2) All fees paid to the City as specified herein.
- (3) Security is received by the City as specified herein.
- (4) Insurance certificate is received by the City as specified herein.

If items (1-4) above are completed within one year from the date of this Contract, Developer shall have one additional year to commence Construction.

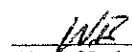
“Construction” as used in this subsection is defined as the placing of construction materials in a permanent position and fastened permanently or extensive grading, including demolishing or removal of existing structures necessary for the development of the Subdivision.

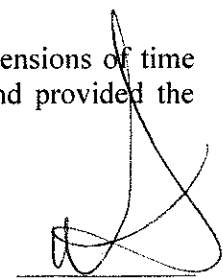
(b) The failure of Developer to comply with the provisions of this paragraph shall, at the discretion of the City Manager, result in the approval of the City of Lakeland being withdrawn and the approvals of the MPC and, as applicable, the DRC similarly being withdrawn and of no further force and effect.

12. Developer shall substantially complete the Subdivision on a timely schedule and in an expeditious manner, with **the date of Substantial Completion to be not later than Four (4) years** from the date the BOC approves this Contract. The term “Substantial Completion” as used herein shall be when Developer has completed all required Public and Private Improvements to the Subdivision Site, specifically including but not limited to sanitary sewer (unless served by septic system), water, natural gas and electricity service to each lot, and all required off-site Public Improvements relative to the Subdivision as verified by the City Engineer and approved by the MPC.

(a) Developer agrees that if due to unforeseen circumstances it is unable to complete all work included in this Contract within the time specified herein, it will submit a written request for extension of the Contract period to the City at least sixty (60) days prior to the expiration of the existing Contract period, specifying the reason for its failure to complete the work as agreed, and a prospective date for such completion.

(b) The City will not unreasonably withhold approval of extensions of time where Developer has complied with the requirements of notice to the City and provided the required additional Security, if any is needed.


City of Lakeland


Developer

(b) Curb and Gutter. All required curb and gutter must be completed and without defect prior to the issuance of a Certificate of Occupancy ("C. O.") for the Subdivision. Developer shall also be responsible for repairing any latent defects and/or failures in the curb and gutter that occur, or first appear, after the issuance of the relevant C.O. and prior to the end of the warranty period and release of Security for the Subdivision.

(c) Final Surface Asphalt. Developer shall furnish and install asphalt base and a final asphalt surface course (wearing surface) on all streets, public and private, as required hereunder in accordance with City specifications.

- (1) The final surface (1.5") shall not be installed until Seventy-Five Percent (75%) of the lots in the Subdivision are built upon or within four years after the issuance of the first building permit, whichever comes first, or as otherwise specified by the City.
- (2) Developer shall maintain all streets in accordance with the warranty provisions provided for herein.
- (2) Developer shall make all necessary adjustments to manholes and valve boxes to meet finished surface grade and to repair subsurface or base repair, as required, in areas designated by the City prior to the application of the final asphalt surface.

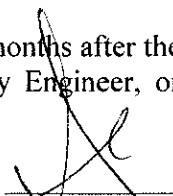
WARRANTY

16. Developer and City agree that neither the final certificate of payment nor any provision of this Contract or its incorporated documents nor partial or entire occupancy of the Subdivision shall constitute an approval or acceptance of any work not performed in accordance with the Contract and its incorporated documents, nor relieve Developer of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

17. (a) Developer is required to complete the Public Improvements, which are ultimately to be accepted by the City for perpetual maintenance, and all other improvements required by the City relative to the Subdivision, in accordance with the terms of this Contract. Further, Developer is to correct any defects or failures in all of such improvements that occur within one (1) year of the Final Plat recording. Any defect first appearing within the applicable one (1) year period shall be required to be corrected by Developer; and thereafter Developer shall be required to correct any defect again occurring in or relating to what was previously corrected within a one (1) year period commencing from the date of approval by the City Engineer of such correction. If the defect recurs within any one (1) year of its repair, Developer shall remain obligated to correct it until the condition is satisfactory to the City after one (1) year from the date of its last repair. This Warranty does not diminish, but is in addition to, all other rights and liabilities assessed herein.

(b) No sooner than ten (10) months nor later than eleven (11) months after the Final Plat recording, Developer shall so notify the City Engineer and the City Engineer, or


City of Lakeland


Developer

Subdivision. Additionally, Developer shall extend all water mains to within two feet of the property line of any roadways connecting to adjacent properties that may be served by said main(s).

19. Developer shall install at its expense fire hydrants throughout said Subdivision in accordance with the Shelby County Fire Code, and if not specified in said Code, the type and location of said hydrants is to be approved by the City Engineer.

SANITARY SEWER

20. Developer shall pay to the City, the sum of **One Hundred Thirty Thousand Two Hundred Dollars (\$130,200)**, which reflects the sewer development fee as required by Ordinance 07-105 and as amended in Ordinance 08-119.

21. Developer shall install at its expense a State Board of Health and City approved sewerage system complete with pumping stations (as necessary), force main, sewer mains, manholes and appurtenances, within and without the limits of the Project and sewer laterals to the front of each lot within said Project. Developer shall pay the cost of engineering, inspection, testing and laboratory costs incident to the sewer service in or to the Project. Developer shall provide and install, at its expense, a State and City approved outfall sewage system complete with necessary sewer mains, manholes, and service laterals in the Project and pump stations and force mains as approved by the City Engineer upon approval of the plans and specifications for the Project. Pump stations will not be allowed without specific approval from the City Engineer and the City Board of Sewerage Commissioners. Said service lateral connections shall be extended to the surface inside of the property line and capped six (6) inches below the surface of the ground with a protective cap pipe placed over it and extending thirty (30) inches into the air. Additionally, Developer shall extend all sewer mains to within two feet of the property line of all adjacent properties that may be served by said main(s).

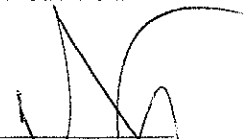
22. Developer shall install at its expense a cellular based telemetry system as approved by the City of Lakeland, in accordance with specifications provided by City, on any and all sewer lift stations servicing said Project. Additionally, Developer shall install and maintain, at its expense, a sight proof fence in conformance with a design plan approved by the DRC around the perimeter of any and all sewer lift stations on said Project.

STREETS

23. Developer agrees to dedicate and improve and/or construct, at no cost to the City, all public and/or private streets located within or required by this Subdivision and to comply with the road standards of the City to the satisfaction and approval of the City Engineer.

24. Developer shall bear the cost of all engineering, inspection and laboratory costs incurred by Developer and/or the City, incidental to the construction of street(s) to be constructed or improved pursuant to this Contract, including, but not limited to, material and density testing; and, if the City deems it necessary to have additional work of such nature performed, the Developer shall bear such costs also.


City of Lakeland


Developer

33. Developer agrees that it will provide necessary erosion control, including, but not limited to, seeding for gentle slopes (4 to 1 or less) and grass sod for steeper slopes, with special grading and terracing, to the specifications of the City Engineer. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be fertilized, mulched and seeded and/or sodded as required by the City Engineer to prevent erosion. In the event the City Engineer determines that Developer is not providing necessary erosion control, the City Engineer shall officially notify Developer of the problem. If Developer has not corrected the problem within 7 days after notice, the City Engineer may make arrangements for the necessary materials, labor and associated costs to eliminate the erosion problem, documenting all expenses, specifically including reasonable administrative expenses, incurred in performing the work. Alternatively, the City reserves the right to issue a Stop Work Order on all work in progress within the bounds of the Subdivision until such time as Developer has corrected any erosion control deficiencies. Prior to releasing any Security hereunder, all expenses incurred by the City relative to the foregoing shall be paid in full by Developer plus interest on any unpaid balance accruing at the rate of ten percent (10%) per annum.

34. Any and all unenclosed watercourses lying partially or wholly within the boundary of the Subdivision Site shall be constructed to an adequate cross section to provide design flow without threat of erosion or flooding of any property within the Subdivision Site or any off-site property. Such watercourses shall be lined in a manner satisfactory to the City Engineer and any other agencies that may have jurisdiction.

35. All drainage structures necessary for the road plans affecting any watercourse lying partially or wholly within the Subdivision Site are to be provided by Developer.

DRAINAGE DESIGN AND RESPONSIBILITY

36. Developer shall pay to the City, the sum of **Twenty-One Thousand Dollars (\$21,000)**, which reflects the drainage control fee with detention as required by Ordinance 07-105.

37. Developer shall construct and install, at its expense, all storm water drainage channels, ditches and structures. All drainage control fees shall be paid to the City, and a retention/detention storage basin, as required, with sufficient hydrologic capacity to control all surface and ground water originating within and upstream of the Subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the Subdivision after full development shall not be significantly different after than before initiation of development unless approved by the City Engineer upon certification of a Professional Engineer registered in the State of Tennessee that the drainage system design and improvements upon full development of upstream and downstream properties, in accordance with the City's Land Use Plan, are sufficient to accept surface and ground water reasonably expected to flow on the Subdivision and discharge all waters reasonably expected to flow from the Subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Plain within or without the Subdivision. Further, the adequacy of the drainage plan and construction thereof shall in all cases be certified by Developer's engineer as indicated by his signature and seal affixed upon the

45. As long as the City holds Security it reserves the right to use said Security for completion and/or repair of any drainage structure during the warranty period of the Subdivision served by said structure.

46. The Final Plat which is to be recorded shall contain provisions substantially similar to the following if the Subdivision is to be subject to covenants and restrictions imposed by the Developer and/or if any area of the Subdivision is to be maintained at the expense of a property owner's association:

"The Covenants and Restrictions set out herein are private in nature and are not subject to enforcement by the City of Lakeland.

The Developer will establish a not-for-profit property owner's association ("POA"), which will have total responsibility for maintenance and repair of the common area(s) in the Subdivision after the present owner ceases such function. In the event the present Owner of the property shown hereon fails to organize the POA, or, if, after its organization, it ceases to function or exist, then, in the event the City of Lakeland, in accordance with applicable law and/or ordinances, expends funds to maintain or repair the common area, the expenses thereof plus an administrative fee shall become a lien, on a pro rata basis and severally, on each lot shown hereon and may be enforced in accordance with law. All owners of lots will be required to become members of the POA."

ADMINISTRATIVE FEES

Engineering Review Fee

47. Developer agrees to pay to the City the sum of **Twelve Thousand Six Hundred Dollars (\$12,600)**, (\$300 per lot), which represents the engineering review fee as required by Ordinance 07-105, prior to the execution of this Contract.

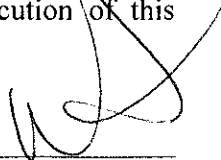
Construction Inspection Fee

48. Developer agrees to pay to the City the sum of **Thirteen Thousand One Hundred Dollars (\$13,100)**, (\$500 base fee plus \$300 per lot), which sum represents the construction inspection fee required by Ordinance 07-105, which shall be paid prior to the execution of this Contract. Neither observations by the City Engineer and Construction Inspectors, nor inspections, tests or approvals by others shall relieve the Developer from its obligation to perform work in accordance with the terms of this Contract.

Administrative Review Fee

49. Developer agrees to pay to the City the sum of **Four Thousand Three Hundred Dollars (\$4,300)**, (\$200 for 1st lot and \$100 per lot thereafter), which represents the administrative review fee as required by Ordinance 07-105, prior to the execution of this Contract.


City of Lakeland


Developer

adequacy or the locations of improvements at every stage of the construction process. The City Engineer is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Developer now has and shall retain the responsibility to properly anticipate, survey, design and construct the development improvements and give full assurance that same shall not adversely affect the flow of surface water from or upon any property. In providing technical assistance, plan and design review, the City does not and shall not relieve Developer from or accept any liability from Developer. Developer will provide his own Project Engineer whose duties and responsibilities are explained in the General Conditions of the City of Lakeland Construction Specifications.

57. In situations, which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, Developer, without special instruction or authorization from the City, is obligated to act to prevent any and all threatened damage, injury or loss. If the City has to use its resources to respond to situations which may affect the safety or protection of persons, the work, or property at the Subdivision Site or adjacent thereto, it is agreed that the City will keep a record of costs associated therewith, including without reservation reasonable administrative fees and expenses, and will be reimbursed by Developer.

58. Developer agrees that the City shall have the right to enter the Subdivision Site and make emergency repairs to any improvements when the health and safety of the general public requires it. Developer will reimburse the City for reasonable cost, including without reservation reasonable administrative fees and expenses, incurred by it in making such repairs.

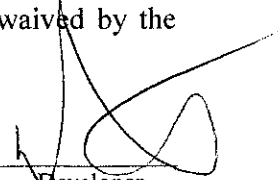
59. Developer agrees to secure all required permits for the demolition of structures on the subject property. Developer further agrees that it will haul all scrap, buildings, materials, trees, debris, rubbish and other degradable materials to a permitted landfill on a timely basis and not bury, burn or cause to be burned, such materials or allow them to accumulate within the Subdivision Site or within the corporate limits of the City.

60. Developer agrees that should it default in performing any of its obligations under this Contract and it becomes necessary to engage an attorney to file necessary legal action to enforce provisions of this Contract or sue for any sums of money due and owing or liability arising incidental to the Contract, Developer will pay to the City reasonable attorney's fees and expenses of litigation.

61. Prior to the release of Security for the Subdivision by the City, Developer shall deliver to the City an affidavit certifying that all subcontractors and material suppliers furnishing labor and/or material for the improvements required under this Contract have been paid in full. The Developer shall also provide a release of all liens, and of the right to claim liens, from all sub-contractors and material suppliers furnishing labor or materials for the development.

62. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site. All electrical utilities shall be installed underground unless expressly waived by the


City of Lakeland


Developer

68. The use of any gender herein shall apply to all genders, the singular shall include the plural, and the plural shall include the singular, as the content and context may require.

69. If litigation ensues with respect to this Contract and the City prevails therein, the City shall be entitled to recover from Developer its reasonable attorney's fees and the costs and expenses of such litigation, including reasonable attorney's fees and the costs and expenses of such litigation related to any appeal. The court(s) before which such litigation is pending shall determine whether the City prevailed and the amount of such fees, costs, and expenses to be recovered by the City as a result of prevailing; and, if the City prevails in part, but not in whole, an equitable award of its attorney's fees and expenses shall be made by the court(s). The same provision as immediately aforesaid shall be applicable to any litigation necessary to establish the City's right to recover under the Security. The Security shall cover all Developer's obligations under this Contract, including, without limitation, the obligation of Developer to pay the fees, costs and expenses of the City as provided for in this Section of the Contract.

70. Interpretation and Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and this Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of this contract. Furthermore, if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning that renders it valid.

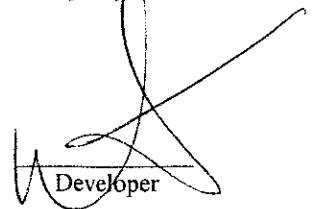
71. Construction of Contract. Each party has received and had the opportunity to review this Contract, and each party has had the opportunity, whether exercised or not, to have each respective party's attorney review this Contract, and, accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

72. No Waiver. The failure of the City to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of the same or any other term, condition, undertaking or right.

73. Amendments and Modification. This Contract shall not be modified in any manner, except by an instrument in writing executed by or on behalf of all parties.

74. Authority to Execute. City and Developer each warrant and represent that the party signing this Contract on behalf of each has authority to enter into this Contract and to bind the City and Developer, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

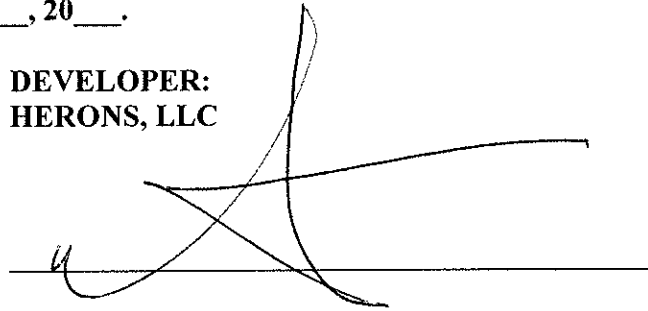

City of Lakeland


Developer

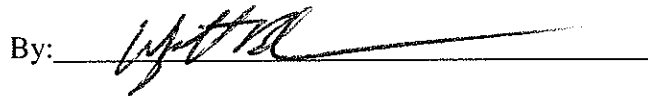
(8)	Parkland Improvement Fee	\$4,200.00
(9)	Tree Removal Fee	\$3,192.00
(10)	Warning Siren Fee	\$2,100.00
(11)	Parkland Dedication Fee	\$27,811.67
Total		\$221,978.67

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Lakeland, Tennessee, this ____ day of ____, 20__.

DEVELOPER:
HERONS, LLC



CITY OF LAKE LAND:

By: 

Date: 11/16/17

ATTEST: 

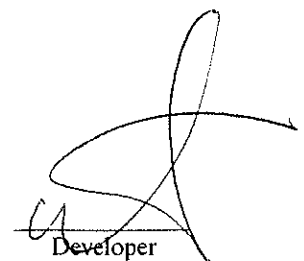
APPROVED AS TO FORM:

By: _____

DATE APPROVED BY BOARD OF COMMISSIONERS: 07/13/17

DATE APPROVED BY BOARD OF SEWERAGE COMMISSIONERS: _____


City of Lakeland


Developer

Subdivision Development Fees Worksheet						
Herons Ridge Section C Phase 1			42	Lots	20.05	Acres
	Per Lot Fee					
Sewer Development Fee (Dev Charge see Ord 08-119)	\$3,100.00		\$130,200.00			
Sewer Lift Station Maintenance Fee (per lift station)	\$110,000.00		N/A			
Sewer Connection Fee (per connection)			N/A			
Drainage Control Fee w/basin (per lot)	\$500.00		\$21,000.00			
Drainage Control Fee wo/basin (per lot)	\$1,000.00		N/A			
Engineering Review Fee (\$300 per lot)	\$300.00		\$12,600.00			
Construction Inspection Fee (\$500 plus \$300 per lot)	\$300.00		\$13,100.00			
Administrative Fee (\$200 for 1st Lot and \$100 per lot thereafter)	Varies		\$4,300.00			
Natural Resources Inventory Fee (\$200 plus \$25 per acre thereafter)	Varies		\$1,225.00			
Street Light Fee	100% of Cost		N/A			
Road Cut Fees	\$35.00		N/A			
Warning Siren (per lot)	\$50.00		\$2,100.00			
Tree Removal Fee (per acre or fraction of disturbed area - maximum \$10,000)	\$100.00		\$3,192.00	31.92 Disturbed		
GIS Fee (per lot) \$200 plus \$50 per lot thereafter	Varies		\$2,250.00			
Parkland Improvement Fee (per lot)	\$100.00		\$4,200.00			
		Total =	\$194,167.00			
	Acres/Lot =	0.477380952				
Park Land Formula (D=LxAxPxM)						
L=Number of Lots (D.U.)	L =	42				
A=Avg. Family Size - use 2.94	A =	2.94				
P=Parkland Ratio use 0.010 (10 acres per 1000)	P =	0.010				
M=Density Multiplier from Table 2 of Sub. Regs	M =	1.57				
D=Dedication in acres	D =	1.938636	Acres			
Land Appraisal Value (per acre)		\$14,346.00				
Total Dollar Value Required In lieu of Dedication		\$27,811.67				
Total Amount Due			\$221,978.67			



Shelby County Tennessee

Shelandra Y Ford

Shelby County Register

As evidenced by the instrument number shown below, this document
has been recorded as a permanent record in the archives of the
Office of the Shelby County Register.



20078876

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3 PGS	
ALONZO 2060829 - 20078876	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

NOTE: THE AREAS DENOTED AS "RESERVED FOR STORMWATER DETENTION" MAY NOT BE ALTERED WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION FROM THE CITY OF LAKELAND DEPARTMENT ON ENGINEERING. THE STORMWATER DETENTION SYSTEM LOCATED IN THIS AREA SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED DRAINAGE PLANS ON FILE IN THE CITY OF LAKELAND DEPARTMENT OF ENGINEERING. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING AND REPAIR OF DRAINAGE STRUCTURES.

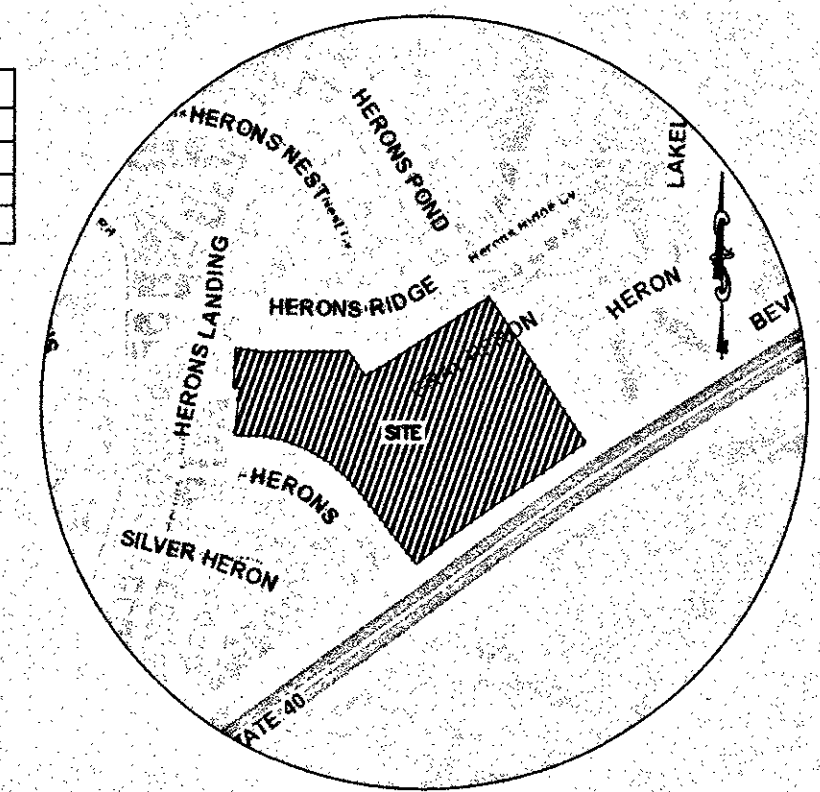
PRIOR TO RECORDING OF THE FINAL PLAT, AN AS-BUILT SURVEY OF THE DETENTION POND SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR. THE DEVELOPER'S ENGINEER SHALL SUBMIT THE AS-BUILT SURVEY WITH CALCULATIONS OF THE INCREMENTAL STORAGE AREA AND VOLUME AT MINIMUM 1' ELEVATION INCREMENTS, ALONG WITH A COMPARISON TO THE DESIGN INFORMATION PROVIDED IN THE DRAINAGE REPORT. THE ENGINEER SHALL SUBMIT A LETTER AND SUPPORTING MATERIALS TO THE CITY ENGINEER, DOCUMENTING THE AS-BUILT FUNCTIONALITY OF THE DETENTION POND.

RECOMMENDED TREE SPECIES

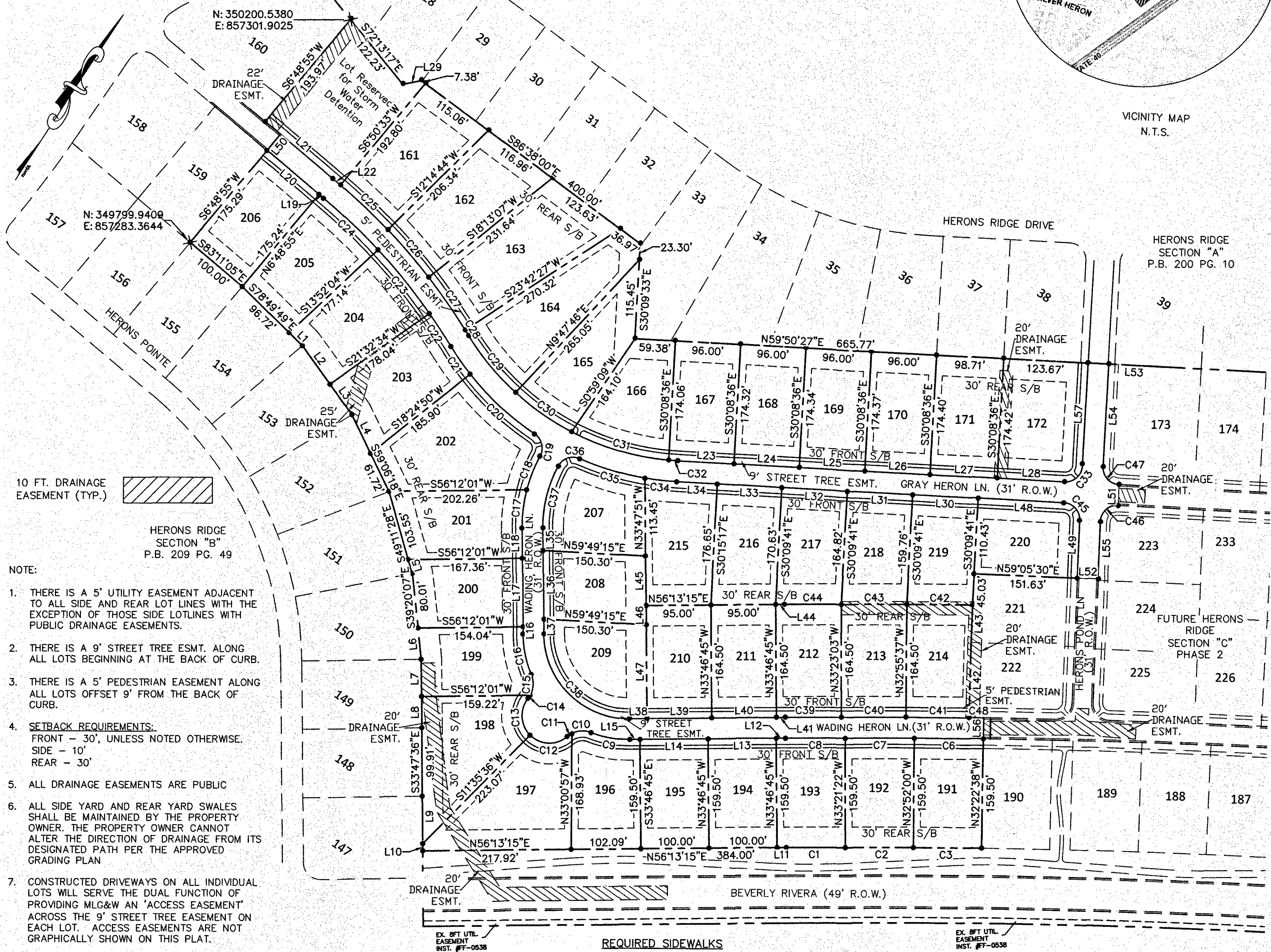
SCIENTIFIC NAME	COMMON NAME	HEIGHT	CALIPER
<i>Taxodium Distichum</i>	Bald Cypress	10'-12' HT.	3"
<i>Acer Rubrum 'Autumn Blaze'</i>	Red Maple	10'-12' HT.	3"
<i>Quercus Nuttallii</i>	Nuttall Oak	10'-12' HT.	3"
<i>Quercus Shumardii</i>	Shumard Oak	10'-12' HT.	3"

NOTE:

A MINIMUM OF TWO 3" CALIPER STREET TREES ON 35' CENTERS ARE REQUIRED PER LOT FOR SECTION C. FOR CORNER LOTS, A MINIMUM OF TWO STREET TREES PER FRONT YARD ARE REQUIRED. SPECIES FROM RECOMMENDED TABLE ABOVE.



VICINITY MAP
N.T.S.



NOTE:

1. THERE IS A 5' UTILITY EASEMENT ADJACENT TO ALL SIDE AND REAR LOT LINES WITH THE EXCEPTION OF THOSE SIDE LOT LINES WITH PUBLIC DRAINAGE EASEMENTS.
2. THERE IS A 9' STREET TREE ESMT. ALONG ALL LOTS BEGINNING AT THE BACK OF CURB.
3. THERE IS A 5' PEDESTRIAN EASEMENT ALONG ALL LOTS OFFSET 9' FROM THE BACK OF CURB.
4. SETBACK REQUIREMENTS:
FRONT - 30', UNLESS NOTED OTHERWISE.
SIDE - 10'
REAR - 30'
5. ALL DRAINAGE EASEMENTS ARE PUBLIC
6. ALL SIDE YARD AND REAR YARD SWALES SHALL BE MAINTAINED BY THE PROPERTY OWNER. THE PROPERTY OWNER CANNOT ALTER THE DIRECTION OF DRAINAGE FROM ITS DESIGNATED PATH PER THE APPROVED GRADING PLAN
7. CONSTRUCTED DRIVEWAYS ON ALL INDIVIDUAL LOTS WILL SERVE THE DUAL FUNCTION OF PROVIDING MLG&W AN 'ACCESS EASEMENT' ACROSS THE 9' STREET TREE EASEMENT ON EACH LOT. ACCESS EASEMENTS ARE NOT GRAPHICALLY SHOWN ON THIS PLAT.

HERONS RIDGE LOT SQUARE FOOTAGES TABLE			
LOT NUMBER	SQ. FOOTAGE	LOT NUMBER	SQ. FOOTAGE
161	21,013	200	15,925
162	22,616	201	18,248
163	26,591	202	27,237
164	23,451	203	20,024
165	18,313	204	19,158
166	17,480	205	19,064
167	16,799	206	17,526
168	16,800	207	18,159
169	16,800	208	15,030
170	16,800	209	17,866
171	17,274	210	15,631
172	21,518	211	15,627
191	16,058	212	15,721
192	16,058	213	15,736
193	16,058	214	15,524
194	15,950	215	18,119
195	15,950	216	16,488
196	16,653	217	16,089
197	23,700	218	15,603
198	21,248	219	15,164
199	15,682	220	16,388

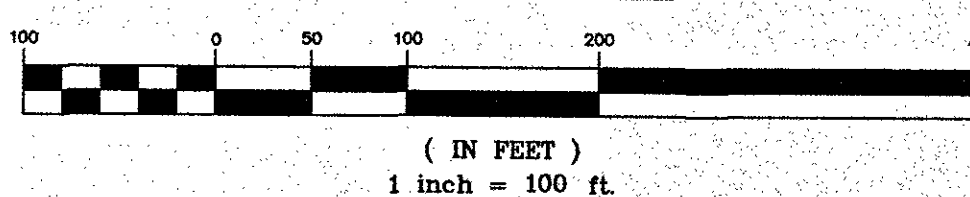
HERONS RIDGE LOT F.F.E. TABLE			
LOT NUMBER	F.F.E.	LOT NUMBER	F.F.E.
161	369.00	200	385.00
162	375.00	201	384.00
163	378.00	202	380.00
164	380.00	203	375.00
165	384.00	204	373.00
166	390.00	205	373.00
167	390.00	206	373.00
168	390.00	207	385.00
169	390.00	208	386.00
170	387.00	209	387.50
171	384.00	210	387.50
172	384.00	211	386.50
191	380.00	212	385.50
192	383.00	213	384.00
193	385.00	214	382.00
194	387.50	215	387.50
195	387.50	216	387.50
196	387.50	217	387.50
197	387.50	218	386.00
198	384.00	219	385.00
199	384.00	220	384.00

REQUIRED SIDEWALKS

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURB LINE	PROPOSED
GRAY HERON LANE	±5'	NORTH & SOUTH	9' FROM BACK OF CURB	PROPOSED
WADING HERON LANE	±5'	E/W/N & S	9' FROM BACK OF CURB	PROPOSED
HERONS POND LANE	±5'	EAST & WEST	9' FROM BACK OF CURB	PROPOSED

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD HAZARD AREA, ACCORDING TO FIRM PANEL 47157C-0330G, DATED FEB 6, 2013.

GRAPHIC SCALE



20078876-
07/29/2020 02:18:19 PM
BK 286 PG 48
Shelandra Y. Ford
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE
RESERVED FOR
REGISTER'S STAMP

RESERVED FOR
REGISTER'S STAMP

FINAL PLAT HERONS RIDGE PLANNED DEVELOPMENT SECTION C, PHASE 1 LAKELAND, TENNESSEE

DIST. 01- BLOCK 40- PARCELS 468
DIST. 01- BLOCK 64- PARCELS 469 AND 470
TOTAL AREA: 873,582.62SF, (20.05 ACRES)
TOTAL LOTS: 42, EXISTING ZONING: R-1

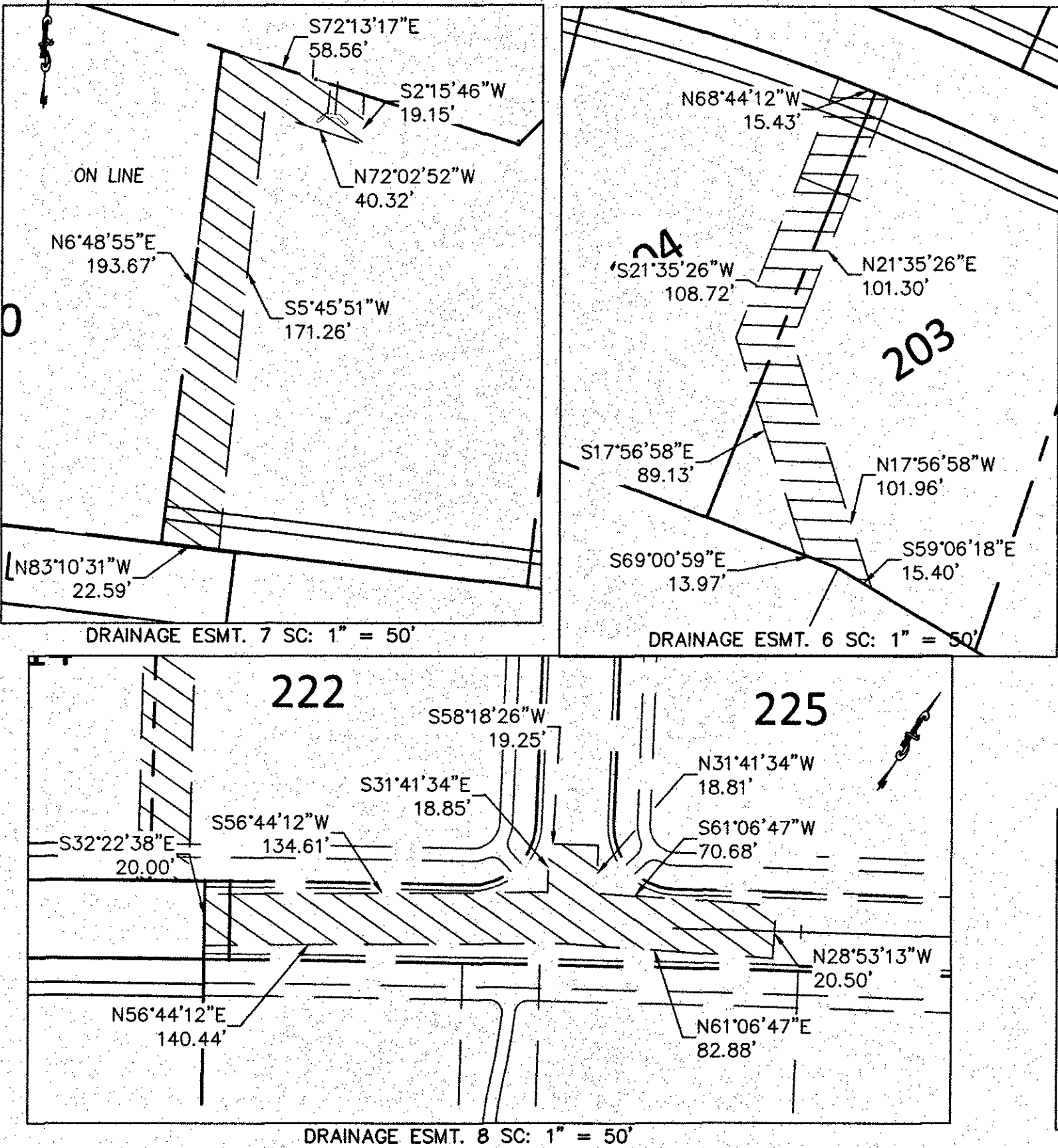
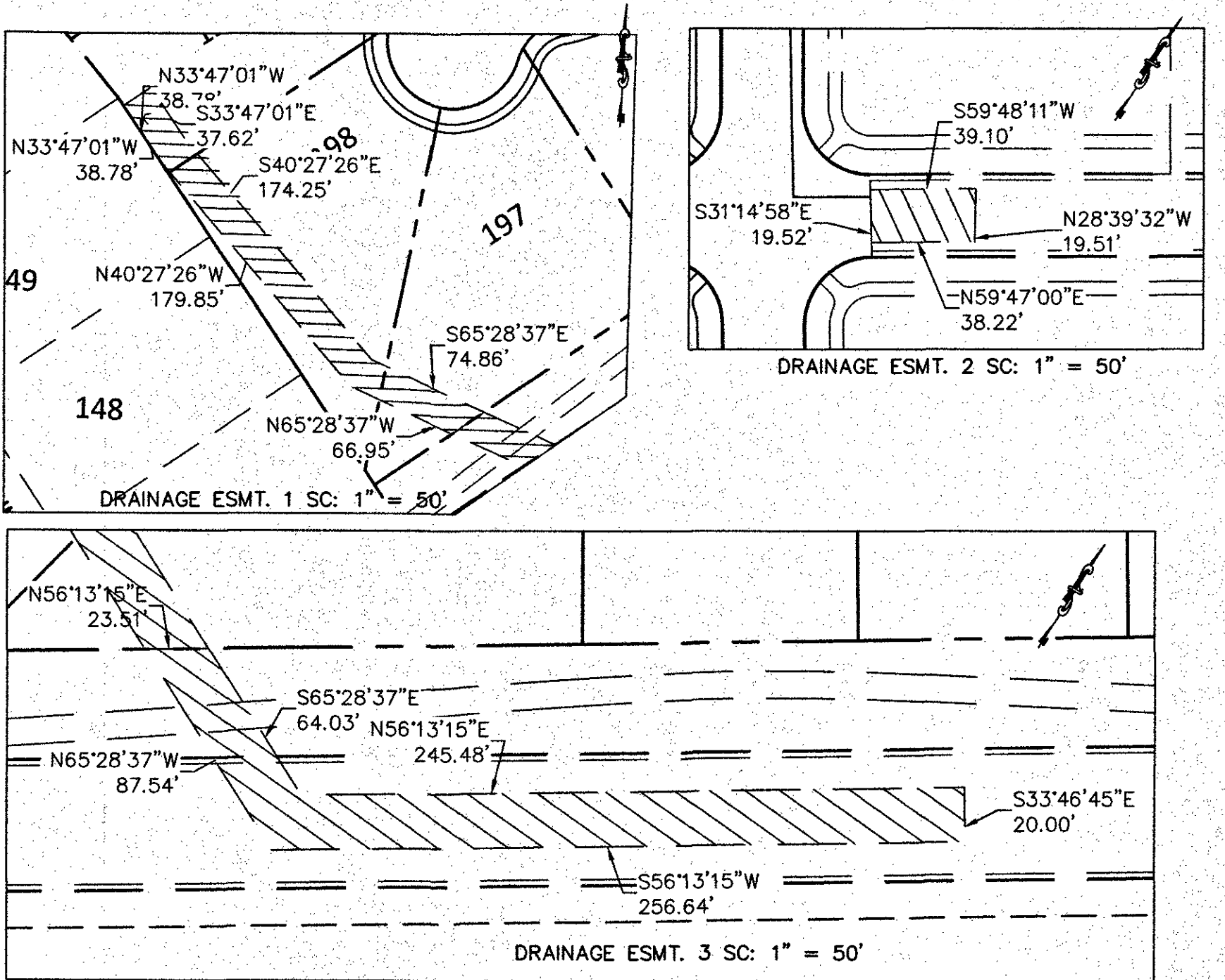
DATE: JULY, 2020 SCALE: 1"= 100'

DEVELOPER: HERONS, L.L.C.
ADDRESS: 1011 WEST POPLAR AVENUE, STE. 3
COLLIERVILLE, TN 38017

RENAISSANCE GROUP, INC.
9700 VILLAGE CIRCLE, STE. 100
LAKELAND, TN 38002
(901) 332-5533 VOICE (901) 332-5534 FAX EMAIL@RGROUP.BIZ

HERONS RIDGE LOT CURVE TABLE						HERONS RIDGE LOT CURVE TABLE						HERONS RIDGE LOT CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD DIRECTION	CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD DIRECTION	CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD DIRECTION
C1	86.45'	11708.50'	0°25'23"	86.45'	S56°25'57"W	C19	15.61'	24.50'	36°29'38"	15.34'	N22°59'13"W	C37	93.57'	184.50'	29°03'26"	92.57'	S19°16'08"E
C2	100.00'	11708.50'	0°29'22"	100.00'	S56°53'19"W	C20	129.48'	415.50'	17°51'19"	128.96'	S80°30'50"E	C38	195.52'	124.50'	89°58'54"	176.04'	S78°47'18"E
C3	100.00'	11708.50'	0°29'22"	100.00'	S57°22'41"W	C21	49.45'	415.50'	6°49'07"	49.42'	S68°10'37"E	C39	81.99'	11899.00'	0°23'41"	81.99'	N56°25'06"E
C4	100.00'	11708.50'	0°29'22"	100.00'	S57°52'02"W	C22	57.73'	896.50'	3°41'23"	57.72'	N66°36'44"W	C40	95.00'	11899.00'	0°27'27"	95.00'	N56°50'40"E
C5	101.36'	11868.00'	0°29'22"	101.36'	N57°52'02"E	C23	120.09'	896.50'	7°40'31"	120.00'	N72°17'41"W	C41	92.59'	11899.00'	0°26'45"	92.59'	N57°17'46"E
C6	101.36'	11868.00'	0°29'22"	101.36'	N57°22'41"E	C24	109.92'	896.50'	7°01'30"	109.85'	N79°38'42"W	C42	96.35'	12063.50'	0°27'27"	96.35'	N57°18'07"E
C7	101.36'	11868.00'	0°29'22"	101.36'	N56°53'19"E	C25	95.62'	924.48'	5°55'35"	95.58'	N79°46'07"W	C43	96.32'	12063.50'	0°27'27"	96.32'	N56°50'40"E
C8	87.63'	11868.00'	0°25'23"	87.63'	N56°25'57"E	C26	91.69'	913.89'	5°44'54"	91.65'	N74°00'27"W	C44	83.13'	12063.50'	0°23'41"	83.13'	N56°25'06"E
C9	58.07'	155.50'	21°23'54"	57.74'	N66°55'12"E	C27	93.86'	929.68'	5°47'04"	93.82'	N68°16'12"W	C45	38.16'	24.50'	89°14'06"	34.42'	N75°31'33"W
C10	28.98'	34.50'	48°07'20"	28.13'	S53°33'29"W	C28	9.69'	839.43'	0°39'40"	9.69'	N65°01'05"W	C46	38.81'	24.50'	90°45'54"	34.88'	S14°28'27"W
C11	7.93'	34.50'	13°10'24"	7.91'	S22°54'37"W	C29	108.59'	384.50'	16°10'53"	108.23'	S72°51'30"E	C47	38.48'	24.50'	89°58'55"	34.64'	S75°09'08"E
C12	60.27'	40.50'	85°16'11"	54.86'	N58°57'31"E	C30	100.60'	384.50'	14°59'27"	100.31'	S88°26'40"E	C48	21.52'	11899.00'	0°06'13"	21.52'	N57°34'15"E
C13	59.09'	40.50'	83°35'18"	53.98'	S36°36'45"E	C31	149.01'	384.50'	22°12'14"	148.07'	N72°57'30"E						
C14	5.39'	34.50'	8°57'31"	5.39'	N0°42'08"E	C32	13.42'	384.50'	1°59'59"	13.42'	N60°51'24"E						
C15	31.51'	34.50'	52°20'14"	30.43'	N29°56'44"W	C33	38.49'	24.50'	90°01'05"	34.65'	N14°50'52"E						
C16	60.57'	155.50'	22°19'00"	60.18'	S44°57'21"E	C34	46.92'	415.50'	6°28'13"	46.90'	N63°05'31"E						
C17	56.35'	215.50'	14°58'57"	56.19'	S26°18'22"E	C35	100.07'	415.50'	13°48'00"	99.83'	N73°13'37"E						
C18	52.94'	215.50'	14°04'29"	52.81'	S11°46'39"E	C36	15.64'	24.50'	36°34'36"	15.38'	S61°50'18"W						

HERONS RIDGE LOT LINE TABLE			HERONS RIDGE LOT LINE TABLE			HERONS RIDGE LOT LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	27.01'	S78° 49' 40"E	L20	100.00'	N83° 09' 27"W	L39	95.00'	N56° 13' 15"E
L2	69.52'	S69° 01' 07"E	L21	129.51'	N83° 09' 27"W	L40	95.00'	N56° 13' 15"E
L3	55.15'	S69° 01' 07"E	L22	15.00'	N83° 04' 07"W	L41	13.01'	N56° 13' 15"E
L4	62.94'	S59° 06' 18"E	L23	82.58'	S59° 51' 24"W	L42	109.54'	S31° 41' 03"E
L5	21.12'	S49° 11' 28"E	L24	96.00'	S59° 51' 24"W	L44	13.01'	N56° 13' 15"E
L6	45.98'	S39° 20' 07"E	L25	96.00'	S59° 51' 24"W	L45	72.25'	N33° 47' 51"W
L7	54.24'	S33° 47' 01"E	L26	96.00'	S59° 51' 24"W	L46	27.95'	N33° 41' 21"W
L8	45.76'	S33° 48' 49"E	L27	98.71'	S59° 51' 24"W	L47	136.55'	N33° 47' 51"W
L9	69.33'	S33° 47' 59"E	L28	99.22'	S59° 51' 24"W	L48	126.03'	S59° 51' 24"W
L10	10.48'	S33° 47' 59"E	L29	27.83'	N45° 05' 07"E	L49	84.24'	S30° 54' 30"E
L11	13.55'	N56° 13' 15"E	L30	96.25'	S59° 51' 24"W	L50	30.71'	S6° 48' 55"W
L12	13.55'	N56° 13' 15"E	L31	96.19'	S59° 51' 24"W	L51	28.51'	S31° 14' 58"E
L13	100.00'	N56° 13' 15"E	L32	95.96'	S59° 51' 24"W	L52	31.00'	N59° 05' 30"E
L14	100.00'	N56° 13' 15"E	L33	95.10'	S59° 51' 24"W	L53	127.84'	S59° 50' 27"W
L15	15.00'	N56° 13' 15"E	L34	59.53'	S59° 51' 24"W	L54	150.51'	S30° 09' 41"E
L16	10.59'	S33° 47' 51"E	L35	33.15'	S33° 47' 51"E	L55	83.17'	S30° 54' 30"E
L17	100.00'	S33° 47' 51"E	L36	100.20'	S33° 47' 51"E	L56	31.00'	N32° 22' 38"W
L18	44.29'	S33° 47' 51"E	L37	21.53'	S33° 47' 51"E	L57	150.49'	S30° 09' 41"E
L19	8.54'	N83° 09' 27"W	L38	25.54'	N56° 13' 15"E			



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BK 286 PG 48
Shelandra Y. Ford
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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REGISTER'S STAMP

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REGISTER'S STAMP

FINAL PLAT
**HERONS RIDGE
PLANNED DEVELOPMENT
SECTION C, PHASE 1**
LAKELAND, TENNESSEE

DIST. 01- BLOCK 40- PARCELS 468
DIST. 01- BLOCK 64- PARCELS 469 AND 470
TOTAL AREA: 873,582.62SF, (20.05 ACRES)
TOTAL LOTS: 42, EXISTING ZONING: R-1
DATE: JULY, 2020 SCALE: 1" = 100'
DEVELOPER: HERONS, L.L.C.
ADDRESS: 1011 WEST POPLAR AVENUE, STE. 3
COLLIERVILLE, TN 38017

RENAISSANCE GROUP, INC.
9700 VILLAGE CIRCLE, STE. 100
LAKELAND, TN 38002
(901) 332-5533 VOICE (901) 332-5534 FAX EMAIL@RGROUP.BIZ

CERTIFICATE OF MORTGAGEE AND DEDICATION

We, the Mortgagee, Financial Federal Bank, do hereby freely consent to the Subdivision of this property in accordance with the Final Plat; dedicate the Public Improvements, Easements, or lands herein specifically identified for dedication, to the appropriate agencies as outlined in this Plat and approved by the Municipal Planning Commission of Lakeland, Tennessee for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: 5/11/20
Sho Rte evr
 Signature of Authorized Agent of Mortgagee

NOTARY PUBLIC CERTIFICATE

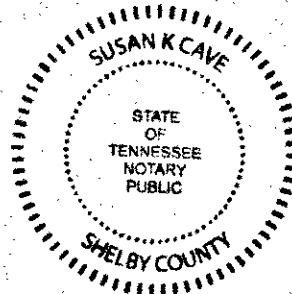
STATE OF TENNESSEE
 COUNTY OF SHELBY

Subscribed and sworn to before me this 11th day of May, 2020.

Susan K. Cave
 Notary Public Signature

Printed

Residing in Shelby County My Commission expires 5/4/2021

CERTIFICATE OF OWNER(S) AND DEDICATION

The undersigned, Darin Bonnasite, (etc.) hereby certify that they are the owner of the foregoing property and that the plat is with the free consent and in accordance with the desires of the above named owners, proprietors, do hereby dedicate to the City of Lakeland all Public Improvements, Easements, or lands herein specifically identified for dedication, for the purposes of operation, construction and maintenance of these improvements, as needed for the proper development and maintenance of said Subdivision.

Date: MAY 12, 2020
[Signature]
 Signature of Owner

Include Notary Seal and Signature

NOTARY PUBLIC CERTIFICATE

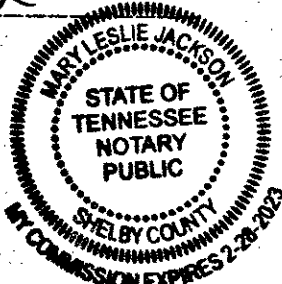
STATE OF TENNESSEE
 COUNTY OF SHELBY

Subscribed and sworn to before me this 12th day of May, 2020.

Mary Leslie Jackson
 Notary Public Signature

Mary Leslie Jackson
 Printed

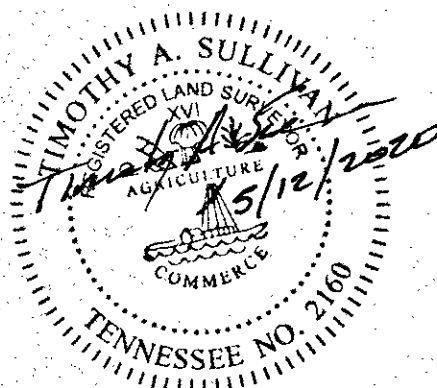
Residing in Shelby County My Commission expires 02/28/2023

CERTIFICATE OF SURVEYOR

State of Tennessee County of Shelby I, TIMOTHY A. SULLIVAN hereby certify that this plat was prepared from notes taken during an actual survey made by me during the month of MAY, 2020, and that this Plat or Site Plan correctly represents said survey. All bearings are referenced to the 1983 Tennessee State Plane Coordinate System; all new property corners are marked in accordance with Lakeland Subdivision Standards; the precision of the unadjusted survey is 1:10,000 or greater and all special flood hazard areas are properly located as per the latest Flood Insurance Rate Map. All dimensions are expressed in feet and decimals. All bearings, distances, and field information are true and correct to the best of my knowledge.

In witness whereof, I the said TIMOTHY A. SULLIVAN, a Land Surveyor, hereunto set out hand and affix my seal this 12th day of MAY, 2020.

Tennessee Registration No. 2160

CERTIFICATE OF ENGINEER

I J. WESLEY WOOLDRIDGE, a Professional Engineer, do hereby certify that the design of public and private improvements provided for in the Final Plat are in accordance with acceptable engineering practices, the Tennessee Department of Environment and Conservation, City of Lakeland Manual for Public Works and Materials Specifications, and all City of Lakeland ordinances, including Subdivisions.

In witness whereof, I the said J. WESLEY WOOLDRIDGE, a Professional Engineer, hereunto set out hand and affix my seal this 9 day of MAY, 2020.

Tennessee Registration No. 104878

J. Wesley Wooldridge
 Professional Engineer
May 9th, 2020
 Date

CERTIFICATE OF MUNICIPAL PLANNING COMMISSION APPROVAL — SUBDIVISION

I, Clint Starnes do hereby certify that the City of Lakeland Municipal Planning Commission has approved this Final Plat. The signing of this certificate shall in no way be deemed to constitute or effect an acceptance of the dedication of any street, improvement, or other ground shown upon the plat.

Date: July 28, 2020
[Signature]
 MPC Secretary

CERTIFICATE OF CITY ENGINEER

The Final Plat is reviewed and deemed compliant with the Land Development Regulations, subject to any waivers, modifications, or variances thereof granted by the City of Lakeland.

Date: 7/28/2020
[Signature]
 City Engineer

FINAL PLAT
HERONS RIDGE
PLANNED DEVELOPMENT
SECTION C, PHASE 1
 LAKELAND, TENNESSEE

DIST. 01— BLOCK 40— PARCELS 468
 DIST. 01— BLOCK 64— PARCELS 469 AND 470
 TOTAL AREA: 873,582.62SF, (20.05 ACRES)
 TOTAL LOTS: 42, EXISTING ZONING: R-1

DATE: MAY, 2020 SCALE: 1"= 100'

DEVELOPER: HERONS, L.L.C.
 ADDRESS: 1011 WEST POPLAR AVENUE, STE. 3
 COLLIERVILLE, TN 38017

RENAISSANCE GROUP, INC.
 9700 VILLAGE CIRCLE, STE. 100
 LAKELAND, TN 38002
 (901) 332-5533 VOICE (901) 332-5534 FAX EMAIL@RGROUP.BIZ

20078876-
 07/29/2020 02:18:19 PM
 BK 286 PG 48
 Shelandra Y. Ford
 REGISTER OF DEEDS SHELBY COUNTY TENNESSEE
 REGISTER'S STAMP

RESERVED FOR
 REGISTER'S STAMP

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving Work Authorization 3 to the Master Services Agreement with Allen and Hoshall, Inc. for professional services related to the Oliver Creek Sewer Interceptor project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-17-2023

BUDGET IMPACT

Expenditures are appropriated in the Sewer Fund as part of the FY2023 Annual Spending Plan.

DISCUSSION

The Oliver Creek Sewer Interceptor project will divert flow from the City of Lakeland, currently being treated by the City of Memphis, to the City of Lakeland's Scotts Creek Wastewater Treatment Plant. The Master Services Agreement for professional services was executed on December 12, 2019. The design is complete and the City is preparing to apply for funding through the State Revolving Fund ("SRF") loan program. Work Authorization 3 will authorize the Consultant to prepare the required SRFF documentation including but not limited to a Facilities Plan, Preliminary Engineering Report, and Cost Analysis.

RESOLUTION R-17-2023

APPROVING WORK AUTHORIZATION 3 TO THE MASTER SERVICES AGREEMENT
WITH ALLEN AND HOSHALL, INC. FOR PROFESSIONAL SERVICES RELATED TO
THE OLIVER CREEK SEWER INTERCEPTOR PROJECT

WHEREAS, the City executed a Master Services Agreement with Allen and Hoshall, Inc. for professional services related to the Oliver Creek Sewer Interceptor project in December 2019; and,

WHEREAS, the City desires to apply for funding for the construction of the project through the State Revolving Fund ("SRF") loan program; and,

WHEREAS, SRF requires a Facilities Plan, Preliminary Engineering Report, Cost Analysis, and other various forms be submitted for approval; and,

WHEREAS, Work Authorization 3 authorizes Allen and Hoshall, Inc. to prepare the required documentation for the SRF loan; and,

WHEREAS, Funding for Work Authorization 3 is appropriated in the Fiscal Year 2023 Annual Spending Plan for the Sewer Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is authorized and directed to execute Work Authorization 3 to the Master Services Agreement with Allen and Hoshall, Inc. for professional services related to the Oliver Creek Sewer Interceptor project not to exceed forty-eight thousand five hundred dollars (\$48,500.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

WORK AUTHORIZATION No. 3
To
MASTER SERVICES AGREEMENT BETWEEN
OWNER AND ALLEN & HOSHALL
FOR PROFESSIONAL SERVICES

In accordance with the MASTER SERVICES AGREEMENT FOR PROFESSIONAL SERVICES dated December 12, 2019 (the "Agreement"), between City of Lakeland- ("Owner") and ALLEN & HOSHALL, INC., a Tennessee corporation ("Allen & Hoshall"), Owner authorizes Allen & Hoshall to proceed with the Professional Services for the Project described below:

The City of Lakeland seeks to divert all wastewater currently flowing from the City of Lakeland to the City of Memphis, into the Scotts Creek Wastewater Treatment Plant by installing two pumping stations, a force main, and a new interceptor main generally along Oliver Creek (hereinafter called the "Project"). **The specific Scope of Services for the Project is detailed in the attached Exhibit A.**

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

PROFESSIONAL SERVICES FEE

Section 1 - For Basic Services.

Item 1 – Professional Engineering Services related to applying for funding from the State Revolving Fund (SRF) Loan Program.

A. Owner will pay Allen & Hoshall for Professional Engineering Services under this Work Authorization as listed in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Allen & Hoshall's employees times the hourly rates listed below plus. The total amount shall not exceed **\$48,500.00**. Hourly rates for this project are as follows:

Principal	\$190.00
Project Manager	\$180.00
Design Engineer	\$160.00
Two Man Survey Crew	\$140.00
Registered Land Surveyor	\$130.00
Senior Technician	\$110.00
CAD Drafting Tech	\$80.00
Administrative	\$75.00

The Not to Exceed Sum includes compensation for Allen & Hoshall's services and services of Allen & Hoshall's Consultants, if any. Appropriate amounts have been incorporated in the Sum to account for labor, overhead, profit, equipment, and reimbursable expenses.

Section 2 - For Additional Services

A. Owner will pay Allen & Hoshall for Additional Services rendered by Allen & Hoshall's principals and employees engaged directly on the Assignment as agreed at the time Additional Services are requested.

B. Owner will pay Allen & Hoshall for services and Reimbursable Expenses of independent professional associates and consultants employed by Allen & Hoshall to render Additional Services, the amount billed to Allen & Hoshall therefore times a factor of 1.05.

PERIODS OF SERVICE

The provisions of this Work Authorization and the various rates of compensation for Allen & Hoshall's services provided have been agreed to in anticipation of the orderly and continuous progress of the Project.

MODIFICATIONS TO MASTER SERVICES AGREEMENT

- None -

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization as of _____, 20 _____.

OWNER

ALLEN & HOSHALL, INC.

By: _____

By: Ben S. Pederson

Title: _____

Title: PROJECT ENGINEER

Attest: _____

Attest: _____

This EXHIBIT A, consisting of 2 pages,
referred to in and part of Work Authorization
No. 3 dated January 24, 2023.

Initial:

Owner _____

Engineer BSP

EXHIBIT A
PROFESSIONAL ENGINEERING SERVICES TO PREPARE A FACILITIES PLAN

City of Lakeland, TN
Oliver Creek Sanitary Sewer Interceptor

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

SECTION 1 - BASIC SERVICES

A1.01 General.

- A. The City of Lakeland seeks to divert all wastewater currently flowing from the City of Lakeland to the City of Memphis Fletcher Creek Sewer Interceptor north to the Scotts Creek Wastewater Treatment Plant. Allen & Hoshall will provide for Owner professional engineering services for a preliminary design for documents related to obtaining State Revolving Fund (SRF) Loan Program funding for the construction of the project.

A1.02 Scope.

- B. After authorization to proceed with the Facilities Plan preparation, Allen & Hoshall will address the following:
1. Facilities Plan Documentation: Prepare a Facilities Plan for the Oliver Creek Sanitary Sewer Interceptor based on the RECOMMENDED FACILITIES OUTLINE – CWSRF as required for the Owner to obtain SRF Loan Program funding for construction of the project.
 2. Use of existing information and data from TDEC Approved related documents prepared by others for the City of Lakeland: Allen & Hoshall is authorized to pull from, copy, and/or utilize information as needed from TDEC Approved Preliminary Engineering Reports (PER), Facilities Plans (FP) and other available documents prepared by others for the City of Lakeland and including the Sanitary Sewer Master Plan, Phase 1, March 2016.
 - 2.A. Documents provided to Allen & Hoshall by the City of Lakeland: Lakeland shall provide to Allen & Hoshall electronic copies of the approved PER and FP with authorization to add Oliver Creek data thereto as required the Owner to obtain SRF Loan Program funding for construction of the project.
 3. Oliver Creek Construction Contract C PER: Prepare a PER for Construction Contract C (Pumping Stations and Vortex Flow Insert Tower) as required the Owner to obtain ARPA funding for construction of Contract C.
 4. Communications: we will respond to Request-For-Information (RFI) inquires, emails and other forms of communications from SRF and other funding agencies.

SECTION 2 - ADDITIONAL SERVICES

- A. If authorized in writing by Owner, Allen & Hoshall will furnish or obtain from others Additional Services of the following types which are not included as part of the Basic Services and will be paid for by Owner as indicated in Article 5 of the Agreement:
1. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other legal or administrative proceeding involving the Project
 2. Services in connection with work directive changes and change orders to reflect changes requested by Owner if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
 3. Evaluating an unreasonable or extensive number of options or ideas in connection with the work

SECTION 2 – OWNER’S RESPONSIBILITIES

A3.01 Owner will do the following, at Owner's expense and in a timely manner so as to permit Allen & Hoshall's services to proceed expeditiously.

- A. Provide criteria and information as to Owner’s requirements, including objectives, space, capacity and performance requirements, expandability, and any budgetary limitations.
- B. Furnish copies of design and construction standards which Owner will require to be included in the Drawings and Specifications.
- C. Furnish to Allen & Hoshall data and professional interpretations prepared by, or services of others, including borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; environmental assessment and impact statements; property descriptions, boundary, easement, right-of-way, topographic and utility surveys; geographic boundaries of wetlands and zoning, deed and other land use restrictions.

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ALLEN & HOSHALL
FOR
PROFESSIONAL SERVICES**

OWNER: City of Lakeland, TN

ENGINEER: Allen & Hoshall, Inc.
1661 International Drive
Memphis, TN 38120

Portions of this Allen & Hoshall Master Services Agreement are modified from:
EJCDC E-505 Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition
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**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ALLEN & HOSHALL
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT MADE BETWEEN City of Lakeland
("Owner") and ALLEN & HOSHALL, INC., a Tennessee corporation ("Allen & Hoshall").

Owner intends to engage Allen & Hoshall to provide Professional Engineering and Consulting Services associated with specific Projects as may be contemplated by the Owner. The proposed Professional Engineering and Consulting Services shall be described and authorized by specific Work Authorizations duly executed by authorized representatives of the Owner and Allen & Hoshall. Owner is not obligated to issue Allen & Hoshall any Work Authorizations under this Agreement. Allen & Hoshall is not obligated to provide any Professional Services without duly authorized Work Authorization for a Specific Project.

Owner and Allen & Hoshall, in consideration of their mutual covenants herein, agree as follows:

ARTICLE 1 BASIC SERVICES OF ALLEN & HOSHALL

1.01 Scope.

A. Allen & Hoshall shall provide Professional Engineering and Consulting Services as set forth herein and duly executed Work Authorization for each Project Assignment.

B. Work Authorizations shall be prepared for each Project Assignment and shall be considered an integral part of this Agreement subject to the Terms and Conditions hereof.

C. The Owner maintains the right, without impairing this Agreement, to order changes in the scope of each Project Assignment. Revisions to Project Assignment Scope and adjustment in compensation paid to Allen & Hoshall shall be incorporated into an Addendum to the Work Authorization.

ARTICLE 2 ADDITIONAL SERVICES OF ALLEN & HOSHALL

2.01 Scope.

A. When requested by duly executed Addendum to the Work Authorization, Allen & Hoshall shall provide Additional Services as set forth in Addendum.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.01 General.

A. Owner shall have the responsibilities as set forth herein, the Work Authorization, and Exhibit A.

B. Owner shall be responsible for compensation paid

to Allen & Hoshall as specified in the Work Authorization.

C. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Allen & Hoshall.

D. Owner shall be responsible for and Allen & Hoshall may rely on the accuracy and completeness of all data, reports, instructions, and other information furnished by the Owner to Allen & Hoshall under this Agreement, Work Authorization, Addendums to Work Authorization, and associated Exhibit A in completing the Project Assignment.

ARTICLE 4 PERIODS OF SERVICE

4.01 The provisions of this Article 4 and the various rates of compensation for Allen & Hoshall's services provided for elsewhere in this Agreement and Work Authorization have been agreed to in anticipation of the orderly and continuous progress of the Project Assignment.

A. Upon execution of Work Authorization by the Owner, Allen & Hoshall will proceed with the Assignment as specified by the Work Authorization.

B. Time allowed for completion of the Project Assignment shall be specified in the Work Authorization.

C. If Owner changes the Scope of the Project Assignment, Allen & Hoshall's schedule for completion of the Project Assignment and compensation shall be equitably adjusted.

D. If, through no fault of Allen & Hoshall, such periods of time or dates are changed, or the orderly and continuous progress of Allen & Hoshall's services is impaired, delayed or suspended, then the time for completion of Allen & Hoshall's services, and the rates and amounts of Allen & Hoshall's compensation, shall be adjusted equitably.

ARTICLE 5 PAYMENTS TO ALLEN & HOSHALL

5.01 For Authorized Services.

A. In consideration of the services performed by Allen & Hoshall under the Agreement, Owner will pay Allen & Hoshall as specified in the Work Authorization and associated Addendum for each Assignment.

5.02 Invoices and Times of Payments.

A. Allen & Hoshall shall prepare invoices in accordance with its standard invoicing practices and the specific Project Assignment Work Authorization. Allen & Hoshall shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

5.03 Other Provisions Concerning Payments.

A. If Owner fails to make any payment due Allen & Hoshall for services and expenses within thirty days after receipt of Allen & Hoshall's statement therefor, Allen & Hoshall may, after giving seven days written notice to Owner, suspend services under this Agreement until all amounts due for services, expenses and charges have been paid; and (b) If payment is not received by Allen & Hoshall within the said 30-day period, the Owner will pay to Allen & Hoshall a late charge of one percent (1%) per month calculated on the unpaid amount from the date of the invoice until paid.

B. Disputed Invoices. If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

C. Legislative Actions. If after the Effective Date of a Work Authorization, any governmental entity takes a legislative action that imposes taxes, fees, or charges on Allen & Hoshall's services or compensation under the Work Authorization, then Allen & Hoshall may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Allen & Hoshall is entitled under the terms of the specific Work Authorization.

ARTICLE 6 CONSTRUCTION COST AND OPINIONS OF COST

6.01 Construction Cost.

A. The construction cost of the Project, referred to as "Construction Cost", means the total cost to Owner of those portions of the entire Project designed and specified by Allen & Hoshall. It will not include Allen & Hoshall's compensation, the cost of land, right-of-way, interest and financing charges or the cost of other services provided by Owner.

6.02 Opinions of Cost.

A. Since Allen & Hoshall has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Allen & Hoshall's opinions of probable Construction Cost are made on the basis of its experience and qualifications and represent its best judgment as experienced and qualified professionals, familiar with the construction industry; Allen & Hoshall cannot and does not guarantee that actual Construction Cost will not vary from its opinion of probable cost. If Owner wishes greater assurance as to Construction Cost, Owner will employ an independent cost estimator.

ARTICLE 7 GENERAL CONSIDERATIONS

7.01 Standards of Performance.

A. The standard of care for all professional engineering and related services performed or furnished by Allen & Hoshall under this Agreement will be the care and skill ordinarily used by members of Allen & Hoshall's profession practicing under similar circumstances at the same time and in the same locality. Allen & Hoshall makes no warranties, express or implied, under this Agreement or otherwise, in connection with Allen & Hoshall's services.

B. Allen & Hoshall shall be responsible for the technical accuracy of its services and documents resulting therefrom, and Owner shall not be responsible for discovering deficiencies therein. Allen & Hoshall shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

C. Allen & Hoshall shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. Allen & Hoshall shall serve as Owner's prime professional for the Project. Allen & Hoshall may employ such Allen & Hoshall Consultants as Allen & Hoshall deems necessary to assist in the performance or furnishing of the services. Allen & Hoshall shall not be required to employ any Consultant unacceptable to Allen & Hoshall.

D. Allen & Hoshall and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Allen & Hoshall's scope of services, times of performance, or compensation.

E. Owner shall be responsible for, and Allen & Hoshall may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Allen & Hoshall pursuant to this Agreement. Allen & Hoshall may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. Allen & Hoshall shall not be required to sign any documents, no matter by whom requested, that would result in Allen & Hoshall having to certify, guarantee or warrant the existence of conditions whose existence Allen & Hoshall cannot ascertain. Owner agrees not to make resolution of any dispute with Allen & Hoshall or payment of any amount due to Allen & Hoshall in any way contingent upon Allen & Hoshall's signing of any such certification.

G. Allen & Hoshall shall not at any time supervise, direct, or have control over a Contractor's work, nor shall Allen & Hoshall have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by a Contractor, for security or safety at any Site, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work.

7.02 Design without Construction Phase Services.

A. For each design performed or furnished by Allen & Hoshall, if Owner does not retain Allen & Hoshall, by Work Authorization or otherwise, for project observation, or review of a Contractor's performance, or any construction phase services, and such services will be provided by Owner or others, then (1) Allen & Hoshall shall have no design or shop drawing review obligations during construction; (2) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary construction phase engineering and professional services; and (3) Owner waives any claims against Allen & Hoshall that may be in any way connected thereto. In such a case, Allen & Hoshall's Basic Services under the applicable Work Authorization will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A

and Work Authorization.

7.03 Use of Documents.

A. All documents are instruments of service in respect to the Specific Project Assignment and Allen & Hoshall will retain an ownership and property interest in all documents including Drawings, Specifications and computer sensible media, including but not limited to diskettes, tapes, etc., prepared or furnished by it pursuant to this Agreement, whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Allen & Hoshall for the specific purpose intended will be at Owner's sole risk. Any such verification or adaptation by Allen & Hoshall will entitle Allen & Hoshall to further compensation at rates to be agreed upon with Owner.

B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

7.04 Hazardous Materials.

A. Except to the extent otherwise expressly provided in this Agreement, Allen & Hoshall shall have no responsibility for the discovery, presence, storage, handling, removal or disposal of, or exposure of persons to, or testing for, hazardous materials in any form on, in, under or about the Project or any adjoining or neighboring property or

elsewhere, including but not limited to asbestos, asbestos-containing products, underground tanks, polychlorinated biphenyls (PCBs), radon, petroleum or petroleum products or other toxic or hazardous substances, wastes or materials.

7.05 Termination, Suspension or Abandonment.

A. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

B. In the event of termination not the fault of Allen & Hoshall, Allen & Hoshall shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

C. If the Assignment is suspended by the Owner for more than 30 consecutive days, Allen & Hoshall shall be compensated for services performed prior to notice of such suspension. When the Assignment is resumed, Allen & Hoshall's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Allen & Hoshall's services.

D. Owner may terminate this Agreement for any reason or for no reason at all upon sixty (60) days written notice to Allen & Hoshall.

7.06 Controlling Law.

A. This agreement is to be governed by the law of the State of Tennessee.

7.07 Successors, Assigns, and Beneficiaries.

A. This Agreement will be binding upon and inure to the benefit of Owner and Allen & Hoshall and their respective successors and permitted assigns. Neither party will have the right to assign any right, duty or interest hereunder without the written consent of the other party.

7.08 Dispute Resolution.

A. Owner and Allen & Hoshall agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of Paragraph 7.08 B.

B. Owner and Allen & Hoshall agree that they shall first submit any and all unsettled claims, counterclaims,

disputes, and other matters in question between them arising out of or relating to this Agreement, including any Work Authorization, or the breach thereof ("Disputes") to mediation by a mutually agreeable mediator or mediation service.

C. If such mediation is unsuccessful in resolving a Dispute, then either party may seek to have the Dispute resolved by a court of competent jurisdiction in Shelby County, Tennessee.

7.09 Headings.

A. The headings used in the Agreement are for general reference only and do not have special significance.

7.10 Definitions.

Terms used in this Agreement and associated Work Authorizations shall be as defined in STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION (EJCDC No. E-505 (2004 Edition)) as prepared by the Engineers Joint Contract Documents Committee

7.11 Rights of Third Parties

Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the Owner and Allen & Hoshall, and their respective successors and permitted assigns.

7.12 Severability.

If any provision of this Agreement or any part thereof will be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement will be enforceable and enforced as if such invalid or unenforceable provision or part had not been included.

7.13 Entire Agreement; Amendment.

This Agreement, Work Authorizations, and associated Exhibits executed hereunder constitute the entire agreement between Owner and Allen & Hoshall and supersede all prior written or oral understandings. This Agreement and associated Work Authorizations may be amended, supplemented, or modified only by a written instrument signed by both parties.

ARTICLE 8 PROFESSIONAL LIABILITY INSURANCE ALLOCATION OF RISKS

8.01 Insurance

At all times when any Work Authorization is under performance, Allen & Hoshall shall procure and maintain Professional Liability Insurance.

8.02 Liability Limitation and Indemnification.

A. Owner and Allen & Hoshall have discussed their risks, rewards and benefits of the Project and Allen & Hoshall's total fee for services. Based upon all allocation of risks mutually agreed upon by Owner and Allen & Hoshall, Inc., Owner agrees that, to the fullest extent permitted by law, Allen & Hoshall's officers', directors', employees', agents', and Consultants' liability to Owner and anyone claiming by, through or under Owner, for any and all injuries, claims, losses, expenses, damages (including consequential damages) or claim or litigation expenses (including attorney's fees) arising out of this agreement from any cause or causes shall not exceed the total amount of three (3) times the total Professional Services Fee paid to Allen & Hoshall as compensation for the Project Assignment up to a maximum amount of \$500,000. Such causes include but are not limited to Allen & Hoshall's negligence (including professional negligence), errors, omissions, strict liability, breach of contract or breach of warranty express or implied.

B. Indemnification by Allen & Hoshall. To the fullest extent permitted by law, Allen & Hoshall shall indemnify and hold harmless Owner, and Owner's officers, directors,

partners, agents, consultants, and employees from and

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of

December 12, 2019.

OWNER

By:

Title:

Address for giving Notices:

ALLEN & HOSHALL, INC.

By:

Title:

Address
Notices

for

giving

1661 International Drive, Suite 100
Memphis, TN 38120

against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to this Agreement, any Work Authorization, or any Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the

extent caused by any negligent act or omission of Allen & Hoshall or Allen & Hoshall's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the Liability Limitation Provision of this Agreement.

ARTICLE 9 ADDITIONAL PROVISIONS

9.01 This Agreement is subject to the following additional provisions:



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving Change Order #1 for the Fiscal Year 2023 Pavement Marking project.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-6-2023.

BUDGET IMPACT

Expenditures are appropriated in the original budget for the State Street Aid Fund as part of the FY2023 Annual Budget.

DISCUSSION

The FY2023 Pavement Marking project includes striping Evergreen Road and Old Brownsville Road. The actual quantity of pavement markings was slightly greater than the estimated quantity in the project documents, resulting in an overage of one thousand two hundred seventy-one dollars and twenty-five cents (\$1,271.25). Change Order #1 will increase the total contract amount to sixty thousand nine hundred seventy-two dollars and twenty-five cents (\$60,972.25).

RESOLUTION R-6-2023

APPROVING CHANGE ORDER #1 FOR THE FISCAL YEAR 2023 PAVEMENT
MARKING PROJECT

WHEREAS, Traf-Mark Industries, LLC is under contract for the Fiscal Year 2023 Pavement Marking project; and,

WHEREAS, the actual quantity of pavement markings applied was slightly greater than the estimated quantity in the bid documents causing a one thousand two hundred seventy-one dollar and twenty-five cent (\$1,271.25) overage; and,

WHEREAS, Change Order #1 will increase the contract amount to sixty thousand nine hundred seventy-two dollars and twenty-five cents (\$60,972.25); and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to execute Change Order #1 with Traf-Mark Industries, LLC for the Fiscal Year 2023 Pavement Marking Project.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving a contract with _____ for the FY23 Street Paving project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-18-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for FY2023 State Street Aid Fund.

DISCUSSION

The City of Lakeland Fiscal Year 2023 pavement project includes repaving Salem Road and streets in Evergreen Hills and Bentrooke Hills Subdivisions. It also includes improving ADA ramps within Evergreen Hills Subdivision and adding a sidewalk within Oakwood Subdivision.

The new sidewalk will extend along Gillespie Oak Drive from Maple Walk Drive to Mt. Gillespie Drive. The sidewalk is being installed to provide a safe route to Lakeland Elementary School for students in The Grove and Oakwood Phase 4 (Coltwood Drive).

Bids will be received on February 7, 2023. The memo and resolution will be updated for the Regular Agenda.

RESOLUTION R-18-2023

APPROVING A CONTRACT WITH ___ FOR THE FY23 STREET PAVING PROJECT

WHEREAS, the City desires to pave Salem Road and streets in Evergreen and Bentbrooke Hills Subdivisions and improve the ADA ramps along the Evergreen Subdivision along with adding a sidewalk within Oakwood Subdivision; and,

WHEREAS, ___ was the lowest qualified bidder on February 7, 2023 for the Fiscal Year 2023 Street Paving Project; and,

WHEREAS, ___ is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, Funding for this work will be appropriated from the FY2023 State Street Aid Fund – Paving.

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 contract with ___ for the FY23 Street Paving project in the amount of _____ (\$___).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

FY2023 STREET PAVING

Bentbrooke Hills



FY2023 STREET PAVING

Evergreen Hills



FY2023 STREET PAVING

Salem Road



STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of paving ; and,

WHEREAS _____ is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for FY23 STREET PAVING PROJECT , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 21, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by July 28, 2023.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00)

for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

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

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2023

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF LAKELAND, TENNESSEE

SFA-5

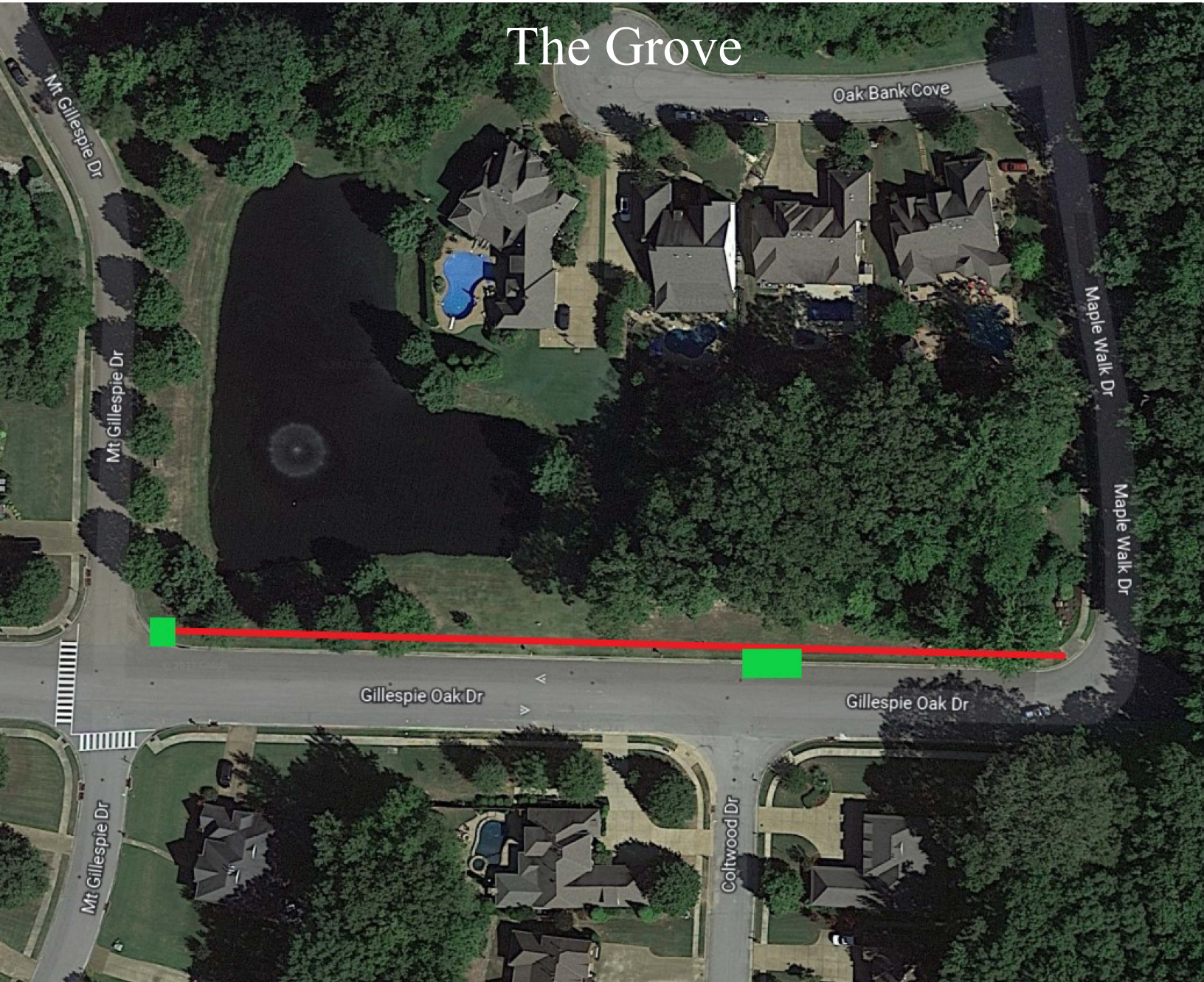
ATTEST:

A Municipal Corporation

By: _____
Debra Murrell
Title: City Recorder

By: _____
Michael Walker
Title: City Manager

FY2023 STREET PAVING





Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving a Communications Right-of-Way Agreement between the City of Lakeland and Zayo Group, LLC

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-22-2023.

BUDGET IMPACT

There is no budgetary impact to this resolution.

DISCUSSION

Zayo Group, LLC provides telecommunication services and desires to locate their utility within the City's right-of-way. The proposed Right-of-Way Agreement sets the parameters in which they may install, maintain and operate their utility within the City right-of-way. A permit has been applied to install fiber optic line on Seed Tick from the cellular tower at Lakeland Elementary School approximately 132 feet along Seed Tick Road.

RESOLUTION R-22-2023

APPROVING A COMMUNICATIONS RIGHT-OF-WAY AGREEMENT BETWEEN THE
CITY OF LAKELAND AND ZAYO GROUP, LLC

WHEREAS, Zayo Group, LLC desires to locate its utility within the City of Lakeland right-of-way; and,

WHEREAS, the Right-of-Way Agreement outlines the requirements for an outside utility to install, maintain and operate their utility within the City's right-of-way; and,

WHEREAS, the term of the agreement is fifteen (15) years with two additional five (5) year terms unless one party provides notice of non-renewal:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the that the City Manager is hereby authorized and directed to execute, a Communications Right-Of-Way Agreement between the City of Lakeland and Zayo Group, LLC.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

COMMUNICATIONS RIGHT-OF-WAY AGREEMENT

This Communications Right-of-Way Agreement (hereinafter referred to as the "Agreement") is made as of _____, 2023 (hereinafter referred to as the "Effective Date"), by and between the City of Lakeland, in Shelby, Tennessee (hereinafter referred to as the "City"), and Zayo Group, LLC (hereinafter referred to as "Zayo").

RECITALS

WHEREAS, Zayo is a corporation duly organized and existing under the laws of the State of Delaware (and authorized to operate in the State of Tennessee) that provides Telecommunications Services (as defined herein); and

WHEREAS, Zayo desires to construct, install, maintain and operate Facilities (as defined herein) within the Public Rights-of-Way (as defined herein) for the purposes of providing Telecommunications Services; and

WHEREAS, the City has the legal authority to grant Zayo access to the Public Rights of-Way, manage the Public Rights-of-Way with respect to Zayo for the use of the Public Rights-of Way.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Zayo agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this Agreement shall have the following meanings:

(a) "Facilities" means wires, cables conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, drains, surface location markers, appurtenances, and related facilities located or to be located by Zayo in the Public Rights-of-Way of the City and used for the transmission of Telecommunications Services.

(b) "Permit" means the written authorization granted by the City for the use of the Public Rights-of-Way in the City for the purpose of providing Telecommunications Services.

(c) "Public Rights-of-Way" means the surface and the area across, in, over, along, upon and below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, boulevards, bridges, highways, parks and places and other rights-of-way as the same now or may thereafter exist that are under the jurisdiction or control of the City.

(d) "Restore" or "Restoration" means the process by which a Public Right-of-Way is returned to a state that is as good as or better than its condition before construction.

(e) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(f) "Telecommunications Services" means the offering of Telecommunications to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(g) "Telecommunications System" means a system that offers Telecommunications Services.

SECTION 2

CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF THE FACILITIES

2.1 Access

Subject to the provision of this Agreement, and all applicable laws and regulations, the City hereby grants to Zayo, their agents, or contractors, the non-exclusive right to construct, install, maintain, locate, move, operate, place, relocate, remove and replace Facilities, in, under, over, across, upon and along the Public Rights-of-Way for the purpose of providing Telecommunications Services. In consideration for the right to construct and locate the Facilities within the Public Rights-of-Way, Zayo shall pay the City a one-time fee in the sum of Five Thousand Dollars (\$5,000) within thirty (30) days of the date of this Agreement. No such construction or installation of the Facilities may begin until such payment is received by the City.

2.2 No Interference

Zayo shall not interfere in any manner with the existence and operation of any and all sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, cable system wires, or other telecommunications, utility and municipal property without the prior written approval of the owner(s) of the affected property or properties; provided, however, that Zayo is granted the right of ingress and egress to and from Public Rights-of-Way as Zayo may need to exercise its rights under this Agreement. Further, Zayo shall, in all respects, comply with the requirements of the Tennessee Underground Utility Damage Prevention Act set forth in Tenn. Code Ann. § 65-31-101 et al.

2.3 No Property Interest

This Agreement is not a grant by the City of any fee simple or other property interest and is made subject to the right of the City to use the Public Rights-of-Way for any legally authorized public purpose

2.4 Police Powers

Zayo's rights under this Agreement are subject to the police powers of the City to adopt and enforce laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

2.5 Application for Permits

Prior to entering upon or occupying the Public Rights-of-Way for the purpose of providing Telecommunications Services, Zayo shall apply for and obtain a Permit from the City and provide 24 hour notice to City prior to beginning work. Zayo shall complete a permit application

prepared by the City. Zayo shall furnish detailed plans of the Facilities it plans to install or maintain in the Public Rights-of-Way, and shall pay a permit fee as provided in the City Fee Schedule prior to issuance of a permit.

2.6 Issuance of Permits

Upon execution of this Agreement, Zayo's performance of the obligations set forth in Section 2.5 above and the City's review of the permit application and accompanying information to the City's satisfaction, the City shall issue all permits necessary to the installation of the Facilities in accordance with the City's standard permitting procedures.

2.7 Manner of Construction

The construction, installation, operation, maintenance and removal of Zayo's Facilities shall be accomplished without cost to the City and in such a manner so as not to endanger persons or property, or unreasonably obstruct travel on any road, sidewalk or other access thereon within the Public Rights-of-Way. All Zayo construction, maintenance, operating and repair personnel shall be thoroughly trained in the safe use of all equipment and the safe operation of vehicles. Such personnel shall follow all safety procedures required by all federal, state, and local laws and regulations. Zayo shall routinely inspect and maintain all Facilities so that conditions that could develop into safety hazards are corrected before they become a hazard. The construction, installation, operation, maintenance and removal of its Facilities shall meet or exceed the standards of the National Electrical Safety Code, the National Electric Code and any other applicable federal, state and local laws and regulations.

2.8 Conditions of Facilities

Zayo agrees to keep its Facilities in good and safe condition and free from any nuisance. All wires, cables, and other equipment shall be installed parallel with electric and telephone lines, and multiple configurations shall be arranged in parallel and bundles with due respect for engineering considerations.

2.9 Relocation for City Purposes

Zayo shall relocate, in cooperation with the City, any Facilities installed and maintained under this Agreement if and when made necessary by any lawful action by the City, including but not limited to, change of grade, alignment or width of any street, including the construction, maintenance or operation of any underground subway or viaduct by the City and/or the construction, maintenance or operation of any other of the City's underground or above-ground Facilities; provided, however, that all similarly situated entities located in the area in which such change or alignment occurs shall also be required to relocate their respective Facilities.

2.10 Removal and Abandonment

If Zayo decides to abandon all or a portion of its Facilities, it shall notify the City in writing no later than sixty (60) days after its decision. Zayo shall promptly vacate and remove the Facilities at its own cost and return the right-of-way on which the facilities were located to the same or similar condition existing before such removal. If this Agreement is lawfully revoked by the City pursuant to Section 4.5 of this Agreement, Zayo shall promptly vacate and remove the

Facilities at its own cost. If removal is not completed within six (6) months of Zayo's decision to abandon or the City's revocation of this Agreement, the City may remove the Facilities at Zayo's cost.

2.11 Undergrounding of Facilities

Zayo shall place its Facilities underground as required by the City; provided, however, that all similarly situated entities located in areas in which the City shall require the Facilities to be placed underground shall also be required to bury their Facilities under the same terms and conditions.

2.12 Restoration

Whenever Zayo or any subcontractor disturbs any pavement, sidewalk or other improvement on any private property, the same shall be repaired and restored within sixty (60) days of the completion of the disturbance at the sole cost of Zayo. Additionally, Zayo and/or any subcontractor may disturb any pavement, sidewalk or other improvement on any Public Rights of-Way only after first securing the necessary permit from the City. Zayo and/or any subcontractor shall restore any sidewalk and/or any other improvement within the Public Rights of-Way within thirty (30) days of completion of the disturbance at the sole cost of Zayo and in default of such restoration, the City may perform such work. Zayo shall in all events remain responsible for all such direct cost of restoration and in default of payment, Zayo shall be responsible for the cost along with any liquidated damages applied by the City in accordance with Section 4.4 below.

SECTION 3

TERM

3.1 Term

The term of this Agreement shall be for a period of fifteen (15) years commencing on the Effective Date of this Agreement unless the Agreement is lawfully terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. This agreement will automatically renew for two terms of five (5) years each unless one party provides the other 90 days' notice of non-renewal.

3.2 Non-Discrimination

Notwithstanding anything in this Agreement to the contrary, in the event the City enters into a Communications Right-of-Way Agreement(s) ("ROW Agreements") with one or more similarly situated telecommunications providers after the Effective Date, the City agrees that Zayo shall not be assessed any fee, charge, cost or compensation (other than the aforementioned initial payment set forth in Section 3.2(a)) that is (a) in excess of that amount permitted by then applicable laws and regulations; or (b) that is not also being assessed by the City in a similar manner upon said other telecommunications providers that have entered into such ROW Agreements with the City.

SECTION 4

INDEMNIFICATION, INSURANCE AND ENFORCEMENT

4.1 Indemnification

Zayo, jointly and severally, for itself, its successors, agents, contractors and employees, agrees to indemnify, defend and hold harmless, the City its officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, fines and penalties, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising directly, in whole or in part out of any breach by Zayo of its obligations described in this Agreement, except to the extent any losses arise from the willful misconduct or negligent acts or omissions of the City, its officers, employees or agents.

IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INCURRED OR SUFFERED BY ANY PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

4.2 Insurance

Zayo shall maintain throughout the term of this Agreement insurance with regard to all damages in the minimum amounts of the following:

(a) General Liability- public liability, including premises, products and complete operations.

- (1) Bodily injury liability
\$500,000 each person
\$1,000,000 each occurrence
- (2) Property damage liability
\$1,000,000 each occurrence
- (3) Bodily injury and property
\$1,000,000 single limit damage combined

(b) Comprehensive - Automobile Liability Insurance, including owned, non- owned and hired vehicles.

- (1) Bodily injury liability
\$500,000 each person
\$1,000,000 each occurrence
- (2) Property damage liability
\$1,000,000 each occurrence

- (3) In lieu of (1) and (2)
\$1,000,000 single limit bodily injury and
property damage combined

(c) Upon request Zayo shall furnish a certificate of Insurance to the City confirming the above noted coverages and naming the City as an additional insured on Zayo's general liability policy.

(d) Zayo shall deliver to the City a certificate of insurance, satisfactory in form and content to the City, evidencing that the above-referenced insurance is in force within thirty (30) days of the Effective Date and within thirty (30) days of the written request by the City.

4.4 Enforcement

(a) If the City has reason to believe that Zayo violated any provision of this Agreement, it shall notify Zayo in writing of the specific violation and the section of this Agreement that it believes has been violated. If the City does not notify Zayo of any violation of this Agreement, it shall not operate as a waiver of any rights of the City hereunder or pursuant to applicable law.

(b) Zayo shall have thirty (30) days to cure such violation after written notice is received from the City by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances outside of Zayo's control, the period of time in which Zayo must cure the violation will be extended by the City for such additional time necessary to complete the cure, provided that Zayo shall have promptly commenced to cure and is diligently pursuing its efforts to cure.

(c) Because Zayo's failure to comply with provisions of this Agreement will result in injury to the City, and because it will be difficult to measure the extent of such injury, the City may assess liquidated damages against Zayo in the amount of five hundred dollars (\$500.00) per day for each day the violation continues but in no event shall Zayo's liability for damages exceed fifty thousand dollars (\$50,000) total, provided Zayo has had an opportunity to cure in accordance with Section 4.4(b) above. Such damages shall not be a substitute for other legal or equitable remedies that may be available to the City or Zayo.

4.5 Revocation

In addition to the other rights, powers and remedies retained by the City under this Agreement, the City reserves the separate and distinct right to revoke Zayo's permission to occupy the Public Rights-of-Way to provide Telecommunications Services if:

(a) Zayo practices fraud or deceit upon the City in any of its activities pursuant to this Agreement;

(b) Zayo fails to pay to the City permit fees pursuant to Section 2.5 of this Agreement, administrative fees pursuant to Section 3.2(a) of this Agreement, or right-of-way management fees pursuant to Section 3.2(b) of this Agreement; or

(c) Zayo repeatedly violates, after written notice and opportunity to cure, one or more of the material terms and conditions of this Agreement.

SECTION 5

MISCELLANEOUS

5.1 Assignment

Notwithstanding any provision of this Agreement, Zayo may assign or collaterally assign, in whole or in part, its rights, interests and obligations hereunder without limitation to any of its affiliates, any party providing financing or that purchases substantially all the assets to Zayo and any successors and assigns of the foregoing without the consent of the City. Zayo will provide the City with prior written notice of any assignment. Any assignee of Zayo shall be bound by all of the terms and conditions of this Agreement to the same extent as Zayo.

5.2 Preservation

In placing its Facilities upon and along the Public Rights-of-Way, Zayo shall not injure, or in any manner, cut or trim trees along and in the Public Rights-of-Way without prior written consent from the City. All such trimmings shall be performed in a safe and orderly manner and, to the extent practicable for the proper maintenance and use of its Facilities or any other Facilities, in compliance with the guidelines set forth in any applicable arboreal source reference. Furthermore, Zayo shall be solely responsible for obtaining any required consents from any parties to the extent that Zayo's tree trimmings may require consent from such parties.

5.3 Notices

All notices required or permitted to be given under this Agreement shall be in writing, addressed as set forth below, and shall be hand-delivered to the addressee, sent by Federal Express or similar overnight delivery service, or sent by U.S. Mail, certified and return receipt requested.

To the City:

City of Lakeland
10001 Hwy. 70
Lakeland, TN 38002
Attn: City Manager

To the Zayo Group:

Zayo Group, LLC
1805 29th Street, Suite 2050
Boulder, CO 80301
Attn: Director, Underlying Rights – East Region
legal@zayo.com

With a Copy to:

Zayo Group, LLC
1805 29th Street, Suite 2050
Boulder, CO 80301
Attn: General Counsel – East Region
E-mail: legal@zayo.com

Emergencies:

Network Operations Center & Repair

Phone: (888) 404 9296

E-mail: zayoncc@zayo.com To Zayo Group, LLC:

5.4 Severability

The invalidity or unenforceability of any provision of this Agreement shall not impair or affect the validity or enforceability of any other provision of this Agreement.

5.5 Successors

This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective successors and assigns.

5.6 Governing Law; Venue

This Agreement shall be governed and construed by and in accordance with the laws of the United States of America and the State of Tennessee with venue in the Shelby County Circuit Court.

5.7 Entire Agreement

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment approved by both the City and Zayo.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CITY OF LAKELAND, TENNESSEE:

By: _____

Title: _____

Date: _____

ZAYO GROUP, LLC.:

DocuSigned by:

David Urbach

By: _____

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David Urbach

Title: _____

Date: 1/30/2023

Certificate Of Completion

Envelope Id: 4491C5AD9E754BBBBB26387F3A0A8768B

Status: Completed

Subject: Complete with DocuSign: Lakeland TN ROW Agreement - Zayo Group 01.30.2023.pdf

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

David Urbach

AutoNav: Enabled

1805 29th Street, Suite 2050

Envelopeld Stamping: Enabled

Boulder, CO 80301

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

david.urbach@zayo.com

IP Address: 98.43.65.15

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Status: Original

Holder: David Urbach

Location: DocuSign

1/30/2023 11:01:20 AM

david.urbach@zayo.com

Signer Events**Signature****Timestamp**

David Urbach

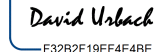
david.urbach@zayo.com

Director, Underlying Rights

Zayo Canada, Inc.

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

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Sent: 1/30/2023 11:02:06 AM

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Signed: 1/30/2023 11:02:20 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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1/30/2023 11:02:07 AM

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1/30/2023 11:02:14 AM

Signing Complete

Security Checked

1/30/2023 11:02:20 AM

Completed

Security Checked

1/30/2023 11:02:20 AM

Payment Events**Status****Timestamps**



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving a contract with Wagner General Contractors, Inc. for City Hall ADA Exterior Improvements.

Staff Contact: Kieraa Belcher, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-20-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for the General Fund as part of the FY2023 Annual Budget. This project is funded 100% through Community Development Block Grant (CDBG) funds.

DISCUSSION

The City Hall ADA Exterior Improvement project proposes to make improvements to the exterior of City Hall based on the City's ADA Transition plan. The project will consist of removing and replacing sidewalks, concrete ramps and handrails. The City received three (3) sealed bids on January 26, 2023. Bids received are listed in the table below.

BIDDERS		BID AMOUNT
Bluff City Construction Co, LLC.		\$86,553.05
Wagner General Contractors, Inc.		\$86,533.00
B&B Specialty Contractors Inc.		\$89,000.00

The City has reviewed the bids and recommends awarding the contract to the lowest, qualified bidder, Wanger General Contractors, Inc.

RESOLUTION R-20-2023

APPROVING A CONTRACT WITH WAGNER GENERAL CONTRACTORS, INC FOR
CITY HALL ADA EXTERIOR IMPROVEMENTS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to make improvements to City Hall based on recommendations from the City’s ADA Transition Plan; and,

WHEREAS, Wagner General Contractors, Inc. was the lowest qualified bidder on January 26, 2023, for the City Hall ADA Exterior Improvements project; and,

WHEREAS, the City has been awarded a Community Block Development Grant which does not require a local match; and,

WHEREAS, funding for this project is appropriated through the FY2023 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 Wagner General Contractors, Inc. for the City Hall ADA Exterior Improvements project in the amount of eighty-six thousand five hundred thirty-three dollars (\$86,533.00).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Wagner General Contractors, Inc. hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of ADA improvements to City Hall; and,

WHEREAS Wagner General Contractors, Inc. is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for City Hall ADA Exterior Improvement Project, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 26, 2023, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by June 30, 2023.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness

for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eighty-Six Thousand Five Hundred Thirty-Three Dollars (\$86,533), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" Bid Form and Bid Schedule
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this day of _____ , 2023

ATTEST:

CONTRACTOR:

Name: _____

Address: _____

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF LAKELAND, TENNESSEE

A Municipal Corporation

By: _____

By: _____

SFA-5

Debra Murrell
Title: City Recorder

Michael Walker
Title: City Manager



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Resolution** - approving a contract with _____ for City Hall ADA Interior Improvements.

Staff Contact: Kieraa Belcher, Staff Engineer

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-21-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for the General Fund as part of the FY2023 Annual Budget. This project is funded 100% through Community Development Block Grant (CDBG) funds.

DISCUSSION

The City Hall ADA Interior Improvement project proposes to improve public facilities within Lakeland City Hall based on the City's ADA Self-Evaluation. The project will consist of furnishing and installing motorized door hardware and controllers, lowering the reception counter, restroom improvements and Board Room improvements. Within the Board Room, the dais will be reconstructed and lowered to accommodate a ramp. The bid opening for the project was January 31, 2023. The City received _____ () sealed bids listed in the table below.

BIDDERS	BID AMOUNT

The City has reviewed the bids and recommends awarding the contract to the lowest, qualified bidder, _____.

RESOLUTION R-21-2023

APPROVING A CONTRACT WITH____ FOR CITY HALL ADA INTERIOR
IMPROVEMENTS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to make improvements to City Hall based on recommendations from the City’s ADA Transition Plan; and,

WHEREAS, _____was the lowest qualified bidder on January 31, 2023, for the City Hall ADA Interior Improvements project; and,

WHEREAS, the City has been awarded a Community Block Development Grant which does not require a local match; and,

WHEREAS, funding for this purchase is appropriated through the FY2023 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 _____for the City Hall ADA Interior Improvements project in the amount of _____.

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 9th day of February 2023, the public welfare requiring it.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and _____, hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of ADA improvements to City Hall ; and,

WHEREAS _____ is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for City Hall ADA Interior Improvement Project , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 21, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by July 28, 2023.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness

for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

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

ARTICLE 5. PAYMENT PROCEDURES.

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

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

in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.9 Special Provisions (Section 01810)
- 8.10 HUD Requirements
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

SFA-4

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

(PROJECT: _____)

DATED this _____ day of _____, 2023

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

ATTEST:

By: _____
Debra Murrell

By: _____
Michael Walker

SFA-5

Title: City Recorder

Title: City Manager

SFA-6

Meeting Cycle: Thursday, February 2, 2023

Subject: **Discussion and Possible Action** - communications plan update. *Sponsored by Commissioner Dial*

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends that the Board of Commissioners determine to either 1) proceed with implementation of the existing communications plan or 2) engage in an RFQ process to refresh the plan.

BUDGET IMPACT

There is no budgetary impact at this time.

DISCUSSION

One of the key priorities established by the Board of Commissioners ("BOC") in January 2021 was to develop a communications strategy for consistent and timely distribution of information to citizens.

During the January 2023 BOC meeting, Commissioner Dial requested that an update be provided on the City's communications plan. This staff report and discussion in the work session serves as an update on that plan, and the current status.

Following this update, the BOC should provide staff direction as to 1) a desire to formally approve the current plan or 2) re-energize the plan development process.

Background:

In August 2021, following the establishment of the BOC's priorities, with resolution R-65-2021 the City engaged Howell Marketing Strategies, LLC, to prepare a strategic communications and engagement plan.

In December 2021, the then-City Manager presented a draft of the strategic communications plan to the BOC in work session. In the December regular meeting, the plan was not attached and deferred to the January 2022 BOC meeting.

The strategic communications plan was not presented in January 2022 or thereafter, and as

such, was never formally approved by the BOC nor implemented.

Current State:

The plan draft on file, as presented in the December 2021 work session, is labeled as a "working document, fluid enough to change and flex as needed by Lakeland." However, it does not appear to established set parameters or policies, but rather suggestions and ideas. The draft plan was set around these components:

- A. Prioritize key strategies and communicate those to leadership
- B. Establish and acknowledge "best practices"
- C. Process by which the plan works: PR, policy, internal reporting, external reporting
- D. Key objectives to carry out strategies
- E. Tools and resources
- F. Execution
- G. Measurement

Section A. of the draft plan had the majority of the focus in the four-page draft plan. However, as the plan was interrupted by City Manager transition and was in its early stages, more could have been done to further develop the plan.

The latest draft of the plan is attached.

Nov. 25, 2021

City of Lakeland, TN: COMMUNICATION PLAN

This plan is written based on the outline submitted and approved (attached) and is designed to be a working document, fluid enough to change and flex as needed by Lakeland. The plan should be reviewed constantly and used as a day to day guide to city communications. This plan includes both EXTERNAL and INTERNAL communications and processes to be reviewed and if approved, followed by city staff, elected officials, vendors and anyone else involved in governance of Lakeland. Additionally, this plan should be accessible to all and be summarized for anyone who wishes to review it.

The content of this plan follows the outline already submitted for reference.

Components of the Plan:

A. Prioritize key strategies and communicate those to leadership:

The City Manager has defined many of Lakeland's key strategies, many of which are tied directly to land planning and land development as well as maintenance and budgetary issues related to Lakeland's current and future growth. These key strategies need to be identified specifically on a quarterly basis and reviewed for consistency in all external communications.
--Communications across all departments for streamlined communications:

Weekly reports at manager meetings: We should use the internal manager meetings weekly to report current communication needs and discuss content for the week or month. Special consideration should be given for additional meetings and approvals that occur through City Hall such as BOC and ED meetings. That content should be approved by City prior to posting online and in social media. Weekly adjustments and updates will improve the overall communications for the City.

--Tagline for Lakeland's future: What does our billboard say?

Lakeland needs an updated/refreshed "tagline" that tells our story and future story: We had discussed having an internal (and perhaps external) contest for good descriptors that capture the essence and spirit of the momentum and opportunity that exists in Lakeland. The tagline should be our "elevator pitch" or "billboard" and should be brief and simple to remember--symbolic of who we are, where we have come from and where we are going. Following a vote or approval of such, Lakeland can use this as part of the city identity and branding on all communications going forward.

--Key point of contact for external communications:

Lakeland City needs a key point of contact for all external inquiries and requests: These requests need to go through the City Manager and then sorted out to appropriate staff and commissioners as needed; Amy Howell and Jennifer Rezba to serve as backup to City staff. This should be posted on the City website so that media and others have a point of contact and email and cell numbers.

--Strategic content development of city projects and information:

Content development will come largely through departments and approvals by City: Lakeland has many exciting stories to share. Economic development is certainly one of the most attractive as well as controversial. This content will be determined and approved (maybe on each agenda at working BOC meetings) for disbursement by City leadership as appropriate.

--Establish and external PR process and PR policy:

The following proposed PR policy can be edited and approved:

All external PR for City of Lakeland will go through the office of City Manager with Amy Howell and Jennifer Rezba supporting. It is recommended that any reporter that contacts anyone other than City Manager should immediately convey the request for communication purposes. The goal is not to censor Commissioners, but to coordinate the City press strategy. Further, there may be multiple sources for story inquiries and it will be ideal for multiple parties to be included when appropriate. PR contacts for external media should be posted on the City Website and the policy for approval should be approved so that the City Manager knows when there are inquiries and has the time to respond accordingly. Reporters work on deadlines, so immediate responses are often needed. This policy should be short (not longer than one or two paragraphs) and everyone should agree to read and sign it that they will adhere to the best of their ability to it.

--Develop the Crisis Management plan:

Amy Howell to serve as face to face resource to City at all times and to draft a written plan for City to use in time of crisis. This plan will be drafted soon--tailor written for Lakeland and will be presented for approval when ready. Until that time, should a crisis occur, the City Manager, Amy and Jennifer will serve as the crisis response team with input and help from officials and others as needed. A media list has been updated for City use at all times (local media only) and will be updated by Jennifer Rezba as needed. In addition to media outlets, the City will rely heavily on social media and the website for disbursement of press releases and other important updates (similar to what City is doing on SCHD Covid reports).

--Evaluate and improve communications at public meetings:

The City Manager and Amy Howell to make recommendations when needed on communications in public meetings: It can be recommended that items which have not been approved or discussed may be items for consideration to delay from agendas for further clarification and research. As meetings are recorded and open to the public (and media) scrutiny and brevity of agendas may actually improve City communications where needed. Additionally, it is recommended that when guests to public meetings appear to speak, they be given the opportunity to do so at the start of the meeting so as not to hold them there at the meetings as they are often 2 hours in duration. Another possible recommendation would be to allow time slots for certain topics not to exceed the time given—keep the time management as an important factor in meetings. This is subject mainly to the BOC and up to them and the Mayor to determine, but is a recommendation for consideration.

--Social media use and plan development; digital plan for future:

Lakeland has social media channels in place: Jennifer Rezba and Amy Howell are coordinating weekly on content calendar for social media postings. Along with that, are weekly and periodic updates from the City Manager and his team. Use of the City Facebook page to direct more visits to the website for more detailed and current information.

--Monthly evaluation and monitoring of progress:

The City Manager and Amy to evaluate the plan monthly and recommend changes and adjustments as needed: As with any plan, things will change. The key is to be flexible and improve it when possible as we go.

Recommendation: It is our recommendation that the City list the key communication issues by quarter based upon the working calendar, approvals, etc. This would be a meeting with administration and perhaps representatives from committee chairs and/or BOC. We should look at what will be needed to communicate based on this calendar and upcoming meetings (New Canada Road, for example). We should ensure we are listing key strategies across the board (in multiple areas, not just land development). Once completed, the PR plan should be implemented and followed with city oversight. This PR plan will include both policy, key points of contact for external PR and how to communicate internally going forward.

The PR plan will also address current social media use and recommendations for improved information flow.

B. Establish and acknowledge “best practices”

--What works well internally? Externally?

--What practices do we want to employ for streamlining content across departments?

--What hinders good communications?

--What (if any) policies do we need?

---What are other successful communities doing?

Recommendation: We should meet with the department heads and City Manager to establish what is working and what internal and external communications need to be improved. This should take no longer than a working session where we explain what we are trying to do and get input from staff. Following this working session, we should utilize the weekly department meetings to update the content for the plan.

C. Process by which the plan works: PR, policy, internal reporting, external reporting:

Recommendation would be that this plan/outline is approved and will be monitored and updated as needed. Part of the communication strategy will be regular communication “updates” both internally and externally. Staff could periodically have communication updates at the BOC working or regular BOC meetings as needed (so as to not take up too much time during meetings).

D. Key Objectives to carry out strategies:

Recommendations: These objectives will be added as we move from reactive communications to more proactive strategies. Initially, the key objectives are to limit rumors spread on social media, establish a chain of command for releasing information (policy in place), ensure that the communications follow the quarterly timeline set by the “priorities” outlined above, and constant review of objectives.

E. Tools and Resources:

Recommendation: City administration needs to determine budget for communications in general including consulting fees and possible part time or full time employee(s). I think we will have a better grasp on needs and resources based on further implementation of this plan. Other considerations will include any outside costs such as advertising, mailed communications, printing, database management, etc. I will be glad to help develop this budget with city staff.

F. Execution:

Recommendation is to get started on all parts of this plan immediately. It will be important for me to meet with the city department heads to walk through this plan and get some feedback as well as help educate everyone on objectives and strategies.

G. Measurement:

Recommendation: The plan should follow the quarterly timeline of priorities we will set soon. Monthly meetings and as needed weekly communications should take place to ensure we are making progress.



Board of Commissioners

Meeting Cycle: Thursday, February 2, 2023

Subject: **Discussion and Possible Action** - Lakeland logo apparel. *Sponsored by Commissioner McCarter*

Staff Contact:

STAFF RECOMMENDATION

BUDGET IMPACT

DISCUSSION

EXPENDITURE TRENDS

SUPPORT SERVICES, PLANNING, PERSONNEL



1. Scope
2. Planning Expenditure Trends
3. Support Services / Planning Capital Outlays
4. Debt Service
5. Personnel Cost Trends
6. Parks and Recreation Expenditure Trends
7. Questions and Follow Up Matters

SCOPE

- Due to the # of general ledger accounts involved, presentation to focus on –
 - Accounts with any given year amount exceeding \$10,000
 - Of these accounts, changes are explained if variance over \$5,000 and 5% year-over-year
- Detailed questions on accounts “out of scope” are requested to be communicated directly to the City Manager for research

PLANNING



PLANNING DEPARTMENT EXPENDITURES

PLANNING

ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
PLANNING DEPARTMENT					
110 E 41700 254 000 00000 000	PLN - Arch/Eng/Landscape Serv	\$ -	\$ -	\$ 13,290	\$ 142,000
110 E 41700 259 000 00000 000	PLN - Other Professional Servi	\$ 37,875	\$ 53,711	\$ 40,835	\$ 50,000
110 E 41701 252 000 00000 000	ECD - Legal Services	\$ 8,435	\$ -	\$ -	\$ 20,000
110 E 41701 259 000 00000 000	ECD - Other Professional Servi	\$ 41,000	\$ 36,000	\$ 31,000	\$ 55,000
110 E 41701 724 000 00000 000	EDC - Chamber of Commerce	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000

PLANNING



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41700 254 000 00000 000	PLN - Arch/Eng/Landscape Serv	\$ -	\$ -	\$ 13,290	\$ 142,000

- What it's for –
 - Comprehensive Plan update (Lakeland P.U.L.S.E.) and Land Development Regulations update consultant contracts
- Trends –
 - When FY2023 budget developed, it was estimated that \$8k of the \$150k initial contract would be expended; as actual was \$13.3k, the variance would be reduced from expected spend in FY2023
 - “Moving up” the timing of the LDR revisions would result in budget amendment

PLANNING



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41700 259 000 00000 000	PLN - Other Professional Servi	\$ 37,875	\$ 53,711	\$ 40,835	\$ 50,000

- What it's for –
 - For on-call consultant services for Planning Department projects
 - Also historically included Planning department portion of City Works costs
- Trends –
 - FY2020 and FY2021 – CityWorks (\$15k), balance for consultant when Planning Director position vacant
 - FY2022 - Consultant when Planning Director position vacant – reduction due to reclassification of software costs within ITS function
 - FY2023 – Contract Planning Director (again); although ended when current Director became employee of the City (\$25k spent FYTD; *do not expect to utilize the remainder*)

PLANNING



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41701 252 000 00000 000	ECD - Legal Services	\$ 8,435	\$ -	\$ -	\$ 20,000

- What it's for –
 - For on-call legal services to support Industrial Development Board Activities, as the IDB currently does not generate fees/revenues to support its costs
- Trends –
 - The variances from year-to-year are based on level of effort from IDB attorney, and source of payment
 - Years in which no payment made were costs supported by reimbursements/payments from developers as eligible TIF-reimbursable costs
 - FY2023 budget based on estimate of potential costs outside of TIF-related projects

PLANNING



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41701 259 000 00000 000	ECD - Other Professional Servi	\$ 41,000	\$ 36,000	\$ 31,000	\$ 55,000

- What it's for –
 - On-call consultant services to support economic development activities and projects
- Trends –
 - FY2020 and FY2021 – contract for economic development consultant, Dexter Muller
 - FY2022 – contract with Muller ended in September, and includes half of Retail Strategies contract (\$25k)
 - FY2023 – budgeted at full cost of year 2 of Retail Strategies (\$45k) and \$10k for ad-hoc consulting on economic development
 - *Year 2 of RS not continued*

PLANNING



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
110 E 41701 724 000 00000 000	EDC - Chamber of Commerce	\$ 24,000	\$ 24,000	\$ 24,000	\$ 24,000

- What it's for –
 - Payments from the City to the Lakeland Chamber of Commerce, approved annually as a funding agreement
- Trends –
 - No changes over \$5,000 and 5%

SUPPORT SERVICES



CAPITAL OUTLAY EXPENDITURES

SUPPORT SERVICES

CAPITAL OUTLAYS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41000 932 000 00000 000	GOV - Building Improvements	\$ -	\$ -	\$ 20,302	\$ 289,261
110 E 41000 944 000 00000 000	GEN GOV - HVAC Replacement	\$ -	\$ 27,175	\$ -	\$ -
110 E 41330 951 000 00000 019	BOC - Furn/Fixt - COVID-19	\$ -	\$ 17,408	\$ -	\$ -

- Capital Outlays – generally one-time, project-based expenditures for fixed asset improvements / needs
- FY2021 –
 - HVAC – 2 split systems replaced at City Hall in November; lobby system replaced in January
 - BOC Furniture/Fixtures – initially planned to use CARES Act funds for various items, including these new Chambers furniture costs; ultimately used CARES Act funds for personnel cost reimbursement
- FY2022 –
 - Fire and intrusion system replacement (\$13k)
 - New flat file cabinets (\$7k)
- FY2023 –
 - City Hall ADA improvements (\$240k)
 - File room renovation (\$20k)
 - Office split – construction inspection area (\$30k)

SUPPORT SERVICES



DEBT SERVICE EXPENDITURES

SUPPORT SERVICES

DEBT SERVICE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
DEBT SERVICE FUND					
EXPENDITURES					
Debt Service - Principal					
210 E 49200 621 000 00000 000	Principal - TMBF #50236	\$ 208,000	\$ 215,000	\$ 223,000	\$ 206,095
210 E 49200 622 000 00000 000	Principal - TMBF #50538	\$ 213,000	\$ 2,738,000	\$ -	\$ -
210 E 49200 623 000 00000 000	Principal - TLDA Beverle Rivera	\$ 56,705	\$ 62,988	\$ 64,188	\$ 65,412
210 E 49200 624 000 00000 000	Principal - Shelby County	\$ 54,128	\$ 54,672	\$ 54,946	\$ 55,222
210 E 49200 625 000 00000 000	Principal - 20M CONs, 2015	\$ 1,455,000	\$ 14,350,000	\$ -	\$ -
210 E 49200 628 000 00000 000	Principal - 2019 Loan	\$ -	\$ -	\$ 43,500,000	\$ -
210 E 49200 650 000 00000 000	Principal - 2021 USDA Refunding	\$ -	\$ -	\$ 238,487	\$ 243,555
210 E 49200 651 000 00000 000	Principal - 2022 CON - New Canada	\$ -	\$ -	\$ 1,519,228	\$ 9,980,772
210 E 49200 653 000 00000 000	Principal - 2022 USDA High Sch	\$ -	\$ -	\$ -	\$ 670,679
Total debt service - principal		\$ 1,986,833	\$ 17,420,660	\$ 45,599,849	\$ 11,221,735
Debt Service - Interest and Fiscal Charges					
210 E 49400 641 000 00000 000	Interest - 2004 TMBF #50236	\$ 10,789	\$ 1,454	\$ 1,267	\$ 510
210 E 49400 642 000 00000 000	Interest - 2008 TMBF #50538	\$ 37,478	\$ 5,942	\$ -	\$ -
210 E 49400 643 000 00000 000	Interest - TLDA Beverle Rivera	\$ 27,724	\$ 26,556	\$ 25,356	\$ 25,668
210 E 49400 644 000 00000 000	Interest - Shelby County Schoo	\$ 2,209	\$ 1,665	\$ 1,391	\$ 1,115
210 E 49400 645 000 00000 000	Interest - 20M CONs, Series 20	\$ 759,650	\$ 686,900	\$ -	\$ -
210 E 49400 648 000 00000 000	Interest - 2019 Loan	\$ 372,710	\$ 674,250	\$ 657,394	\$ -
210 E 49400 650 000 00000 000	Interest - 2021 USDA Refunding	\$ -	\$ -	\$ 314,383	\$ 309,315
210 E 49400 651 000 00000 000	Interest - 2022 CON - New Canada	\$ -	\$ -	\$ 3,953	\$ 12,198
210 E 49400 653 000 00000 000	INT - 2022 USDA High School	\$ -	\$ -	\$ -	\$ 1,130,138
210 E 49500 691 000 00000 000	Loan Fees - 2004 TMBF #50236	\$ 5,933	\$ 4,697	\$ 3,431	\$ 4,800
210 E 49500 692 000 00000 000	Loan Fees - 2008 TMBF #50538	\$ 18,279	\$ 15,682	\$ -	\$ -
210 E 49500 693 000 00000 000	Loan Fees - TLDA Beverle River	\$ 1,755	\$ 1,680	\$ 1,608	\$ 1,600
210 E 49500 694 000 00000 000	COI - BAN Series 2019	\$ 128,000	\$ -	\$ -	\$ -
210 E 49500 694 015 00000 000	COI - CON 2015 Refi - USDA	\$ -	\$ 34,000	\$ -	\$ -
210 E 49500 651 015 00000 000	COI - CON Series 2022	\$ -	\$ -	\$ 82,960	\$ -
210 E 49500 653 000 00000 000	COI - 2022 USDA High School	\$ -	\$ -	\$ 69,420	\$ -
210 E 49500 695 000 00000 000	Loan Fees - CON Series 2015	\$ 400	\$ 400	\$ -	\$ -
Total debt service - interest and fiscal charges		\$ 1,364,927	\$ 1,453,226	\$ 1,161,163	\$ 1,485,344

SUPPORT SERVICES

DEBT SERVICE

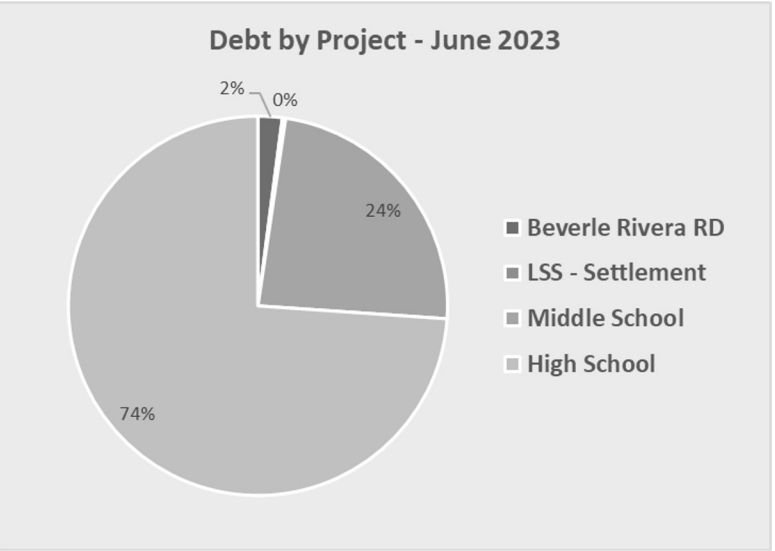


Debt Service by Project						
Debt Funding	Project	Budgeted Principal FY 2022 - 2023	Budgeted Interest FY 2022 - 2023	Budgeted Payment FY 2022 - 2023	Term	
TMBF #50236 (1)	Fire House	\$ 206,095	\$ 510	\$ 206,605	2023	
TLDA (1)	Beverle Rivera Rd	\$ 65,412	\$ 25,668	\$ 91,080	2039	
	LSS - Shelby					
TNML (1)	County Settlement	\$ 55,222	\$ 1,115	\$ 56,337	2025	
USDA (2)	Middle School	\$ 243,555	\$ 309,315	\$ 552,870	2061	
USDA (5)	High School	\$ 870,679	\$ 1,130,138	\$ 2,000,817	2062	
STBG (80% Federal Funds)	Canada Road	\$ 9,980,772	\$ 12,198	\$ 9,992,970	N/A	
Totals		\$ 11,421,735	\$ 1,478,944	\$ 12,900,679	N/A	

- What it's for –
 - 5 Projects: Fire House, Beverle Rivera Rd, LSS Settlement, Middle School, High School, and Canada Rd
- Trends –
 - May 2021 \$2,738,000 paid off early
 - Jan 2021 \$14,350,000 refinanced to USDA at 2.125%
 - Jun 2022 \$43,500,000 refinanced to USDA at 2.50%
 - Canada Rd: we fund cash flows on the 80% grant funding through non-revolving line of credit, repaid when grant payments received
 - Current debt is \$61,409,209.73 (excluding Sewer, Enterprise fund) - school cost is 97% of debt
 - Pay off and refinancing lowered the per capita debt load by \$898

SUPPORT SERVICES

DEBT SERVICE



Debt by Project - June 2023	Outstanding Debt
Beverle Rivera RD	\$ 1,241,103.84
LSS - Settlement	\$ 167,603.00
Middle School	\$ 14,312,458.00
High School	\$ 44,534,801.00
Total Debt*	\$ 60,255,965.84

***Excludes Sewer Debt - Enterprise Fund**

- Trends –
 - Fire Station debt is gone
 - School debt will be 98% of total, entering the 2023 – 2024 year

CITY-WIDE EXPENDITURES



PERSONNEL COSTS

PERSONNEL COSTS

FTE'S IN ANNUAL BUDGET



FTE's by Fund and Function			
	ACTUAL FY2020-2021	ESTIMATED FY2021-2022	BUDGET FY2022-2023
CITY FUNDS			
General Fund			
General government	7.9	8.4	9.5
Community development	6.1	7.4	8.5
Public works	7.3	8.5	7.8
Parks and recreation	3.1	6.2	8.4
Total General Fund	24.4	30.5	34.2
State Street Aid Fund			
Public works	3.6	4.0	4.7
Stormwater Fund			
Public works	0.7	0.8	0.8
Solid Waste Fund			
Public works	2.2	2.2	1.5
Sewer Fund			
Public works	5.0	7.0	8.5
TOTAL CITY FUNDS	35.9	44.5	49.7

PERSONNEL COSTS

GENERAL FUND



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023	
General Fund Total								
Wages	\$ 1,138,500	74%	\$ 1,295,994	75%	\$ 1,639,462	74%	\$ 1,958,753	73%
Benefits	\$ 394,733	26%	\$ 436,883	25%	\$ 567,756	26%	\$ 707,660	27%
Fund Total	<u>\$ 1,533,233</u>		<u>\$ 1,732,877</u>		<u>\$ 2,207,218</u>		<u>\$ 2,666,413</u>	
FTE's	22.5		24.4		30.0		34.2	
Wages by FTE	\$ 50,600		\$ 53,115		\$ 54,649		\$ 57,273	
Benefits by FTE	\$ 17,544		\$ 17,905		\$ 18,925		\$ 20,692	
Fund Total by FTE	<u>\$ 68,144</u>		<u>\$ 71,020</u>		<u>\$ 73,574</u>		<u>\$ 77,965</u>	
			4.22%		3.60%		5.97%	

PERSONNEL COSTS

GENERAL FUND – GENERAL GOVERNMENT



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023					
General Fund												
General Government												
Wages	\$	440,791	75%	\$	546,845	76%	\$	644,395	77%	\$	695,581	76%
Benefits	\$	146,985	25%	\$	170,524	24%	\$	187,887	23%	\$	220,279	24%
Function Total	\$	587,776		\$	717,369		\$	832,282		\$	915,860	
FTE's		7.2			7.9			8.9			9.5	
Wages by FTE	\$	61,221		\$	69,221		\$	72,404		\$	73,219	
Benefits by FTE	\$	20,415		\$	21,585		\$	21,111		\$	23,187	
Function Total by FTE	\$	81,636		\$	90,806		\$	93,515		\$	96,406	
					11.23%			2.98%			3.09%	

PERSONNEL COSTS

GENERAL FUND – COMMUNITY DEVELOPMENT



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023	
Community Development								
Wages	\$	284,065 77%	\$	307,390 74%	\$	392,381 74%	\$	544,687 76%
Benefits	\$	84,350 23%	\$	107,726 26%	\$	139,318 26%	\$	175,348 24%
Function Total	\$	<u>368,415</u>	\$	<u>415,116</u>	\$	<u>531,699</u>	\$	<u>720,035</u>
FTE's		5.1		6.1		7.4		8.5
Wages by FTE	\$	55,699	\$	50,392	\$	53,024	\$	64,081
Benefits by FTE	\$	16,539	\$	17,660	\$	18,827	\$	20,629
Function Total by FTE	\$	<u>72,238</u>	\$	<u>68,052</u>	\$	<u>71,851</u>	\$	<u>84,710</u>
				-5.79%		5.58%		17.90%

PERSONNEL COSTS

GENERAL FUND – PUBLIC WORKS



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023	
Public Works								
Wages	\$	277,510 71%	\$	271,993 75%	\$	316,943 74%	\$	377,360 71%
Benefits	\$	113,066 29%	\$	89,838 25%	\$	114,209 26%	\$	157,290 29%
Function Total	\$	<u>390,576</u>	\$	<u>361,831</u>	\$	<u>431,152</u>	\$	<u>534,650</u>
FTE's		7.2		7.3		7.7		7.8
Wages by FTE	\$	38,543	\$	37,259	\$	41,161	\$	48,379
Benefits by FTE	\$	15,704	\$	12,307	\$	14,832	\$	20,165
Function Total by FTE	\$	<u>54,247</u>	\$	<u>49,566</u>	\$	<u>55,993</u>	\$	<u>68,544</u>
				-8.63%		12.97%		22.42%

PERSONNEL COSTS

GENERAL FUND – PARKS AND RECREATION



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023	
Parks and Recreation								
Wages	\$	136,134 73%	\$	169,766 71%	\$	285,743 69%	\$	341,125 69%
Benefits	\$	50,332 27%	\$	68,795 29%	\$	126,342 31%	\$	154,743 31%
Function Total	\$	<u>186,466</u>	\$	<u>238,561</u>	\$	<u>412,085</u>	\$	<u>495,868</u>
FTE's		3.0		3.1		6.0		8.4
Wages by FTE	\$	45,378	\$	54,763	\$	47,624	\$	40,610
Benefits by FTE	\$	<u>16,777</u>	\$	<u>22,192</u>	\$	<u>21,057</u>	\$	<u>18,422</u>
Function Total by FTE	\$	<u>62,155</u>	\$	<u>76,955</u>	\$	<u>68,681</u>	\$	<u>59,032</u>
				23.81%		-10.75%		-14.05%

PERSONNEL COSTS

STATE STREET AID FUND



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023		
State Street Aid Fund									
Public Works									
Wages	\$	136,010	68%	\$	132,682	69%	\$	230,049	68%
Benefits	\$	64,296	32%	\$	59,240	31%	\$	49,153	30%
Function Total	\$	200,306		\$	191,922		\$	165,981	
FTE's		4.0			3.6			3.0	
Wages by FTE	\$	34,003		\$	36,856		\$	48,947	
Benefits by FTE	\$	16,074		\$	16,456		\$	16,384	
Fund Total by FTE	\$	50,077		\$	53,312		\$	55,327	
					6.46%			3.78%	
								30.91%	

PERSONNEL COSTS

STORMWATER FUND



	ACTUAL FY2019-2020			ACTUAL FY2020-2021			ACTUAL FY2021-2022			BUDGET FY2022-2023		
Stormwater Fund												
Public Works												
Wages	\$	22,416	79%	\$	30,119	72%	\$	38,891	70%	\$	41,238	72%
Benefits	\$	5,899	21%	\$	11,894	28%	\$	17,066	30%	\$	16,200	28%
Function Total	\$	28,315		\$	42,013		\$	55,957		\$	57,438	
FTE's		0.5			0.7			0.8			0.8	
Wages by FTE	\$	44,832		\$	43,027		\$	48,614		\$	51,548	
Benefits by FTE	\$	11,798		\$	16,991		\$	21,333		\$	20,250	
Fund Total by FTE	\$	56,630		\$	60,018		\$	69,947		\$	71,798	
					5.98%			16.54%			2.65%	

PERSONNEL COSTS

SOLID WASTE FUND



	ACTUAL FY2019-2020			ACTUAL FY2020-2021			ACTUAL FY2021-2022			BUDGET FY2022-2023		
Solid Waste Fund												
Public Works												
Wages	\$	94,411	74%	\$	167,816	83%	\$	110,916	75%	\$	62,815	69%
Benefits	\$	33,396	26%	\$	34,881	17%	\$	36,899	25%	\$	28,405	31%
Function Total	\$	127,807		\$	202,697		\$	147,815		\$	91,220	
FTE's		2.2			2.2			2.2			1.5	
Wages by FTE	\$	42,914		\$	76,280		\$	50,416		\$	41,877	
Benefits by FTE	\$	15,180		\$	15,855		\$	16,772		\$	18,937	
Fund Total by FTE	\$	58,094		\$	92,135		\$	67,188		\$	60,814	
					58.60%			-27.08%			-9.49%	

PERSONNEL COSTS

SEWER FUND



	ACTUAL FY2019-2020			ACTUAL FY2020-2021			ACTUAL FY2021-2022			BUDGET FY2022-2023		
Sewer Fund												
Public Works												
Wages	\$	221,988	74%	\$	244,411	73%	\$	247,531	77%	\$	443,592	69%
Benefits	\$	79,455	26%	\$	91,902	27%	\$	75,365	23%	\$	200,148	31%
Function Total	\$	301,443		\$	336,313		\$	322,896		\$	643,740	
FTE's		4.6			5.0			4.5			8.5	
Wages by FTE	\$	48,258		\$	48,882		\$	55,007		\$	52,187	
Benefits by FTE	\$	17,273		\$	18,380		\$	16,748		\$	23,547	
Fund Total by FTE	\$	65,531		\$	67,262		\$	71,755		\$	75,734	
					2.64%			6.68%			5.55%	

PERSONNEL COSTS

CITY-WIDE PERSONNEL COSTS



	ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023	
City-Wide								
Wages	\$ 1,613,325	74%	\$ 1,871,022	75%	\$ 2,153,628	74%	\$ 2,736,447	72%
Benefits	\$ 577,779	26%	\$ 634,800	25%	\$ 746,239	26%	\$ 1,062,787	28%
Function Total	<u>\$ 2,191,104</u>		<u>\$ 2,505,822</u>		<u>\$ 2,899,867</u>		<u>\$ 3,799,234</u>	
FTE's	33.8		35.9		40.5		49.7	
Wages by FTE	\$ 47,732		\$ 52,118		\$ 53,176		\$ 55,059	
Benefits by FTE	\$ 17,094		\$ 17,682		\$ 18,426		\$ 21,384	
Fund Total by FTE	<u>\$ 64,826</u>		<u>\$ 69,800</u>		<u>\$ 71,602</u>		<u>\$ 76,443</u>	
			7.67%		2.58%		6.76%	

PARKS



PARKS AND RECREATION
DEPARTMENT EXPENDITURES

PARKS AND RECREATION

SENIOR CENTER – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44310 220 000 00000 000	SC - Printing	\$ -	\$ -	\$ -	\$ -
110 E 44310 241 000 00000 000	SC - Electric	\$ 4,488	\$ 5,274	\$ 6,717	\$ 6,000
110 E 44310 242 000 00000 000	SC - Water	\$ 2,437	\$ 2,735	\$ 3,086	\$ 2,750
110 E 44310 244 000 00000 000	SC - Gas/Propane	\$ 337	\$ 369	\$ 343	\$ 350
110 E 44310 245 000 00000 000	SC - Telephone	\$ 3,679	\$ 3,793	\$ 3,878	\$ 3,700
110 E 44310 247 000 00000 000	SC - Programs - Admissions	\$ -	\$ -	\$ -	\$ 4,000
110 E 44310 266 000 00000 000	SC - Repair & Maintenance Buil	\$ 1,091	\$ 558	\$ 18,459	\$ 20,000
110 E 44310 287 000 00000 000	SC - Meals & Entertainment	\$ 4,271	\$ 3,565	\$ 5,968	\$ 10,500
110 E 44310 290 000 00000 000	SC - Contracted Service	\$ 1,379	\$ 1,440	\$ 4,187	\$ 3,500
110 E 44310 299 000 00000 000	SC - Contingency	\$ -	\$ -	\$ -	\$ 1,000
110 E 44310 300 000 00000 000	SC - Office Supplies & Materia	\$ 868	\$ 360	\$ 89	\$ 750
110 E 44310 320 000 00000 000	SC - Operating Supplies	\$ 1,839	\$ 283	\$ 1,021	\$ 2,500

PARKS AND RECREATION

SENIOR CENTER – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44310 266 000 00000 000	SC - Repair & Maintenance Buil	\$ 1,091	\$ 558	\$ 18,459	\$ 20,000

- What it's for –
 - Repairs & Maintenance – Repairs above general maintenance covered within contracted services.
- Trends –
 - Repairs & Maintenance –
 - FY2022 - included the installation of the new fire detection and intrusion alarm systems

PARKS AND RECREATION

RECREATION – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44400 462 000 00000 000	REC - Youth Soccer	\$ 80,934	\$ 8,420	\$ 8,876	\$ -
110 E 44400 464 000 00000 000	REC - Youth Basketball Expense	\$ 25,242	\$ 19,604	\$ 24,130	\$ 855
110 E 44400 465 000 00000 000	REC - Youth Cheerleading	\$ 17,664	\$ 13,019	\$ 12,997	\$ -
110 E 44400 466 000 00000 000	REC - Youth T-Ball	\$ 799	\$ 8,238	\$ 8,100	\$ -
110 E 44400 467 000 00000 000	REC - Youth Tennis	\$ 2,916	\$ 3,666	\$ 2,834	\$ -
110 E 44400 472 000 00000 000	REC - Adult Flag Football	\$ -	\$ 1,550	\$ -	\$ -
110 E 44400 475 000 00000 000	REC - Youth Football	\$ 13,891	\$ 21,633	\$ 45,706	\$ -
110 E 44400 476 000 00000 000	REC - Recreation Camps	\$ 3,621	\$ 770	\$ 3,256	\$ -
110 E 44400 477 000 00000 000	REC - Concessions	\$ 468	\$ -	\$ -	\$ -
110 E 44400 480 000 00000 000	REC - Health & Fitness	\$ -	\$ -	\$ 2,970	\$ -

PARKS AND RECREATION

RECREATION – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44400 462 000 00000 000	REC - Youth Soccer	\$ 80,934	\$ 8,420	\$ 8,876	\$ -

- What it's for –
 - FY2020 – FY2022 - All operating costs for these programs
- Trends –
 - FY2020 - Independent Contractor with competitive program,
 - FY2021 - In-house rec programs
- NOTE – FY2023 – Recreation Budget changed to a functional classed budgeting

PARKS AND RECREATION

RECREATION – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44400 464 000 00000 000	REC - Youth Basketball Expense	\$ 25,242	\$ 19,604	\$ 24,130	\$ 855

- What it's for –
 - FY2020 – FY2022 - All operating costs for these programs
- Trends –
 - FY2021 - artificially suppressed registration numbers due to COVID
- NOTE – FY2023 – Recreation Budget changed to a functional classed budgeting

PARKS AND RECREATION

RECREATION – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44400 465 000 00000 000	REC - Youth Cheerleading	\$ 17,664	\$ 13,019	\$ 12,997	\$ -

- What it's for –
 - FY2020 - FY2022 - All operating costs for these programs
- Trends –
 - FY2020 - Included competitive cheer program,
 - FY2021 - Present - Rec Cheer Only.
- NOTE – FY2023 – Recreation Budget changed to a functional classed budgeting

PARKS AND RECREATION

RECREATION – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44400 475 000 00000 000	REC - Youth Football	\$ 13,891	\$ 21,633	\$ 45,706	\$ -

- What it's for –
 - All operating costs for these programs
- Trends –
 - FY2021 - Additional safety equipment tied to registration numbers.
 - FY2022 - Including use of the annex fields and shared costs for lighting.

PARKS AND RECREATION

IH CLUBHOUSE – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44421 241 000 00000 000	IHC - Electric	\$ 4,488	\$ 5,274	\$ 6,717	\$ 6,000
110 E 44421 242 000 00000 000	IHC - Water	\$ 2,437	\$ 2,735	\$ 3,086	\$ 3,500
110 E 44421 244 000 00000 000	IHC - Gas/Propane	\$ 337	\$ 369	\$ 343	\$ 350
110 E 44421 245 000 00000 000	IHC - Telephone	\$ 1,158	\$ 829	\$ 887	\$ 800
110 E 44421 259 000 00000 000	IHC - Other Professional Servi	\$ -	\$ -	\$ -	\$ -
110 E 44421 266 000 00000 000	IHC - Repair & Maintenance Bui	\$ 36,646	\$ 9,463	\$ 15,528	\$ 20,000
110 E 44421 290 000 00000 000	IHC - Contracted Service	\$ 1,259	\$ 2,768	\$ 3,044	\$ 3,000
110 E 44421 299 000 00000 000	IHC - Contingency	\$ 403	\$ -	\$ -	\$ 2,000
110 E 44421 320 000 00000 000	IHC - Operating Supplies	\$ 1,560	\$ 1,722	\$ 1,628	\$ 2,000
110 E 44421 455 000 00000 000	IHC - Landscaping	\$ -	\$ -	\$ -	\$ -
110 E 44421 951 000 00000 000	IHC - Furniture/Fixtures	\$ 2,851	\$ 720	\$ 5,569	\$ 13,764

PARKS AND RECREATION

IH CLUBHOUSE- DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44421 266 000 00000 000	IHC - Repair & Maintenance Bui	\$ 36,646	\$ 9,463	\$ 15,528	\$ 20,000

- What it's for –
 - Repairs and Improvements to the IH Park Clubhouse
- Trends –
 - Repairs & Maintenance –
 - FY2020 – Clubhouse AV Improvements (\$3,956.27), Rec Room HVAC Repairs (\$2,750)
Replacement front doors, Access Control & Camera improvements (\$28,301.58)
 - FY2022 – Replacement of Fire & Intrusion System (\$4,602.12), Irrigation repair & Install (\$4,500),
Sewer Line repair, portable restroom rental (\$2,013.94), Roof Repair (\$1,100)

PARKS AND RECREATION

ADMIN. & MAINTENANCE – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 148 000 00000 000	PRK - Education/Training	\$ 1,059	\$ 2,224	\$ 2,838	\$ 5,000
110 E 44710 220 000 00000 000	PRK - Printing	\$ -	\$ -	\$ -	\$ -
110 E 44710 230 000 00000 000	PRK - Publicity/Dues	\$ 779	\$ 600	\$ 915	\$ 1,500
110 E 44710 242 000 00000 000	PRK - Water	\$ -	\$ -	\$ 3,674	\$ 10,000
110 E 44710 245 000 00000 000	PRK - Telephone	\$ 720	\$ 1,654	\$ 3,456	\$ 2,040
110 E 44710 245 000 00000 019	PRK - Telephone - CARES	\$ -	\$ 291	\$ -	\$ -
110 E 44710 254 000 00000 000	PRK - Architectural, Engineeri	\$ -	\$ -	\$ -	\$ -
110 E 44710 280 000 00000 000	PRK - Travel	\$ 977	\$ 610	\$ 4,857	\$ 8,000
110 E 44710 287 000 00000 000	PRK - Meals & Entertainment	\$ 296	\$ -	\$ 1,577	\$ 2,500
110 E 44710 290 000 00000 000	PRK - Contracted Service	\$ 975	\$ 1,325	\$ 20,999	\$ 72,000
110 E 44710 299 000 00000 000	PRK - Contingency	\$ 1,255	\$ -	\$ -	\$ 3,000
110 E 44710 320 000 00000 000	PRK - Operating Supplies	\$ 2,970	\$ 1,107	\$ 738	\$ 4,315
110 E 44710 320 000 00000 019	PRK - Op Supplies - CARES	\$ -	\$ 1,703	\$ -	\$ -
110 E 44710 321 000 00000 000	PRK - CC Processing Fees	\$ -	\$ 1,008	\$ 3,510	\$ 4,800
110 E 44710 325 000 00000 000	PRK - City Sponsored Activitie	\$ -	\$ -	\$ -	\$ -

PARKS AND RECREATION

ADMIN. & MAINTENANCE – ACCOUNTS IN SCOPE (CONT'D)



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 325 000 00000 110	PRK - Halloween Fest	\$ -	\$ -	\$ -	\$ -
110 E 44710 325 000 00000 114	PRK - Christmas Fest	\$ -	\$ -	\$ -	\$ -
110 E 44710 325 000 00000 116	PRK - Easter Fest	\$ -	\$ 61	\$ -	\$ -
110 E 44710 325 000 00000 118	PRK - Fishing Rodeo	\$ -	\$ -	\$ -	\$ -
110 E 44710 325 000 00000 119	PRK - Concerts	\$ -	\$ -	\$ -	\$ -
110 E 44710 325 110 00000 000	PRK - Halloween Fest	\$ 3,008	\$ 632	\$ -	\$ 3,500
110 E 44710 325 112 00000 000	PRK - IH Stage Opening	\$ -	\$ -	\$ -	\$ -
110 E 44710 325 114 00000 000	PRK - Christmas Fest	\$ 2,677	\$ 1,851	\$ 2,266	\$ 2,500
110 E 44710 325 118 00000 000	PRK - Fishing Rodeo	\$ -	\$ 633	\$ 1,809	\$ 5,000
110 E 44710 325 119 00000 000	PRK - Concerts	\$ 6,186	\$ 10,645	\$ 21,771	\$ 27,000
110 E 44710 326 000 00000 000	PRK - Uniforms	\$ -	\$ 135	\$ 766	\$ 1,150
110 E 44710 331 000 00000 000	PRK - Gas, Oil, Diesel	\$ -	\$ -	\$ 5,238	\$ 10,000
110 E 44710 333 000 00000 000	PRK - Other Equip Parts & Repa	\$ 1,442	\$ 4,701	\$ 4,825	\$ 5,500
110 E 44710 341 000 00000 000	PRK - Tools	\$ 1,025	\$ 2,358	\$ 6,760	\$ 14,000
110 E 44710 342 000 00000 000	PRK - Sign Parts & Supplies	\$ 1,351	\$ 1,067	\$ 784	\$ 2,000
110 E 44710 452 000 00000 000	PRK - Gravel & Sand	\$ -	\$ -	\$ 993	\$ 5,000
110 E 44710 455 000 00000 000	PRK - Landscaping	\$ 7,434	\$ 1,553	\$ 9,237	\$ 9,500
110 E 44710 461 000 00000 000	PRK - Park Maintenance	\$ 5,816	\$ 26,491	\$ 44,047	\$ 60,000

PARKS AND RECREATION

ADMIN. & MAINTENANCE – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 290 000 00000 000	PRK - Contracted Service	\$ 975	\$ 1,325	\$ 20,999	\$ 72,000

- What it's for –
 - Pest Contracts, Fertilizing, weed spraying, maintenance contracts
- Trends –
 - FY2022 – addition of LADD's maintenance contract for Lakeland Athletic Complex, Seasonal laborer.
 - FY2023 – First full year of LADD's Maintenance Contract for LAC,

PARKS AND RECREATION

ADMIN. & MAINTENANCE – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 325 119 00000 000	PRK - Concerts	\$ 6,186	\$ 10,645	\$ 21,771	\$ 27,000

- What it's for –
 - Special Events
- Trends –
 - FY2021 – addition of Movies in the Park, and partial event season
 - FY2022 – Pre-COVID level and additional costs necessary to operate at the Lakeland Athletic Complex

PARKS AND RECREATION

ADMIN. & MAINTENANCE – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 461 000 00000 000	PRK - Park Maintenance	\$ 5,816	\$ 26,491	\$ 44,047	\$ 60,000

- What it's for –
 - Parks Maintenance supplies and operations
- Trends –
 - FY2021 – establishing a Parks Maintenance Team
 - FY2022 – Introducing Athletic Complex and LSS Annex costs into the mix

PARKS AND RECREATION

CAPITAL PROJECTS – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 44710 781 000 00000 000	Zadie Kuehl Park Improvements	\$ -	\$ 169,659	\$ -	\$ -
110 E 44710 923 000 00000 000	PRK - Park Development	\$ -	\$ 250,320	\$ 280,094	\$ 99,766
110 E 44710 924 000 00000 000	Dog Park Project	\$ 12,160	\$ 340,398	\$ -	\$ -
110 E 44710 937 000 00000 000	PRK - Athletic Complex	\$ 145,059	\$ 79,517	\$ 1,165,177	\$ 150,000
110 E 44710 944 000 00000 000	PRK - Vehicles	\$ -	\$ -	\$ -	\$ 47,600
110 E 44710 968 000 00000 000	PRK - I.H. Park Improvements	\$ -	\$ -	\$ -	\$ 200,000
110 E 44710 969 000 00000 000	PRK - Hwy 70 Fields	\$ 2,587	\$ 17,306	\$ -	\$ -

- Capital Outlays – generally one-time, project-based expenditures for fixed asset improvements / needs
- FY2021 –
 - D&E - Zadie Dog Park, Lakeland Athletic Complex, Phase I
 - Site Plan on proposed HWY 70 property
- FY2022 –
 - Zadie Playground Install (CDBG funded)
 - Park Development - Oakridge Park Playground (\$240,229),
 - Dog Park Install
 - D&E and state fees for Lakeland Athletic Complex, Phase I
 - Due Diligence on proposed HWY 70 property
- FY2023 –
 - Park Development - Vehicle Purchases (\$58,858), Parks Comprehensive Mast Plan (\$100,147), Soccer goals for annex and Lakeland Athletic Complex (\$54,094.18)
 - Athletic Complex, Phase I construction

QUESTIONS AND FOLLOW UP



- **We welcome questions or follow up matters from the Board of Commissioners as we prepare for the FY2024 Annual Budget season!**