



Board of Commissioners
Work Session Agenda
Thursday, March 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:
- VIII. PUBLIC COMMENTS:
- IX. SEWERAGE COMMISSION BUSINESS:
- X. CONSENT AGENDA:
 1. Approval of Meeting Minutes from Previous Meetings:
 - a. Corrected - Special Meeting Minutes - January 24, 2023
 - b. Special Meeting Minutes - February 07, 2023
 - c. Regular Meeting Minutes - February 09, 2023
 - d. Special Meeting Minutes - February 16, 2023
- XI. REGULAR AGENDA:
 1. **Ordinance - Second and Final 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*
 2. **Ordinance - Second and Final Reading** - amending the fiscal year 2023 annual budget, passed by ordinance O-10-2022, as amended by

ordinances O-12-2022 and O-13-2022.

3. **Ordinance - First Reading** - amending section 5-101 of the City of Lakeland municipal code to provide for official depositories for city accounts, as amended by ordinances 03-23, 08-124, and O-11-2021.
4. **Resolution** - amending Resolutions R-134-2022 and R-135-2022 and the calendar year 2023 City of Lakeland meeting calendar.
5. **Resolution** - approving an agreement with_____ for International Harvester Managerial Park Parking Improvements.
6. **Resolution** - approving an agreement with Tri-State Guardrail & Sign Co., Inc for the Fiscal Year 2023 Guardrail Installation Project.
7. **Resolution** - approving an agreement with Kimley Horn for the development of an update to the Land Development Regulations.
8. **Resolution** - approving an authorized user agreement with Verizon Wireless through State of Tennessee Statewide Contract #32110-32711.
9. **Resolution** - amending Resolution R-101-2022 to approve an agreement with Blue Siren for Sanitary Sewer Flow Monitoring.
10. **Resolution** - tentatively approving a contract with Eutaw Construction Company for the Clear Creek Interceptor - Sanitary Sewer Phase A.
11. **Resolution** - accepting dedication of public improvements in Winstead Farms Planned Development Lot A and authorizing the reduction of security for public and common improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1, Area 2 Phase 2, and Lot A.
12. **Resolution** - authorizing the City Manager to engage real estate and/or financial advisory services in support of economic development within the Lakeland Gateway TIF District. *Sponsored by Mayor Roman*
13. **Discussion and Possible Action** - potential revisions to Lakeland's noise ordinance. *Sponsored by Vice-Mayor Wright*
14. **Discussion and Possible Action** - strategies to encourage County, State, and Federal leadership to eliminate cashless bond and enhance consequences for repeat offenders, especially juveniles. *Sponsored by*

Commissioner Dial

15. **Discussion and Possible Action** - expenditure history and trend presentation for City costs. *Sponsored by Mayor Roman*

XII. ANNOUNCEMENTS:

1. A Resolution authorizing the engagement of Watkins Uiberall, PLLC to audit fiscal year 2023 results will be presented at the regular meeting on March 9.
2. First reading of a Sewer User Rate Ordinance will be presented at the regular meeting on March 9.

XIII. ADJOURNMENT:



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

I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Josh Roman at 5:00 p.m. on Tuesday, 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 Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
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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 Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	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
SPECIAL MEETING MINUTES
TUESDAY, JANUARY 24, 2023, 5:00 P.M.
CITY HALL. LAKELAND. TENNESSEE 38002**

These minutes were re-approved on March 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

DRAFT



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
TUESDAY, FEBRUARY 07, 2023, 6:30 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 6:30 p.m. on Tuesday, February 07, 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, and Commissioner Michele Dial.

For the record: Commissioner Connie McCarter was present at 6:59 p.m.

Staff personnel in attendance were City Manager Michael Walker, City Engineer Emily Harrell, Finance Director Carlin Stuart, Park & Recreation Director Patrick O'Mara, ITS Director Josh Thompson, 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:**
No comments were heard.
- IX. **SEWERAGE COMMISSION BUSINESS:**
- X. **CONSENT AGENDA:**
- XI. **REGULAR AGENDA:**

1. **Discussion of the Board of Commissioners' strategic plans and goals for the purposes of guiding the Annual Budget process.**

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

Mayor Roman made a subsequent motion to relax the rules, seconded by Commissioner Atkinson.

Discussion ensued.

For the record: No action was taken.



BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
TUESDAY, FEBRUARY 07, 2023, 6:30 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002

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XII. ANNOUNCEMENTS:

- XIII. ADJOURNMENT:** There being no other business on which to act, the meeting was adjourned at 8:04 p.m. on Tuesday, February 07, 2023.

These minutes were approved on March 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 09, 2023, 5:30 P.M.
CITY HALL, LAKELAND, 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, February 09, 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, Planning Director Paul Luker, Parks & Recreation Director Patrick O'Mara, Finance Director Carlin Stuart, Public Works Director Daniel Lovett, City Planner Alex Barthol, Staff Engineer Luis Camarillo Hernandez, Staff Engineer Kieraa Belcher, Human Resource Generalist Sue Lipscomb, City Recorder Debra Murrell and City Attorney Will Patterson.

V. **PUBLIC HEARING:**

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.
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.
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.

For the record: No comments were heard.

VI. **TREASURER'S REPORT:**

January 2023 – 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 January (*Given by Lt. Jason Valentine*)
- City Manager's Report: City Manager Michael Walker offered a report.
- Commissioners' Reports:
 - a. Municipal Planning & Design Review Commission
Commissioner Atkinson offered a report.



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- b. Community Advisory Board - Commissioner Dial offered a report.
- c. Industrial Development Board - Vice-Mayor Wright offered a report.
- d. Lakeland Board of Education – Vice-Mayor Wright offered a report.

- 1. Municipal Court Semi-Annual Update - Presented by the Hon. Judge Koratski.

VIII. PUBLIC COMMENTS:

For the record: No 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 – January 12, 2023
- b. Special Meeting Minutes – January 24, 2023

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

For the record: One correction was made to the January 12, 2023, minutes (correct spelling of Vice-Maayor to Vice-Mayor) and the January 24, 2023, minutes were accepted as presented.

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

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.

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

When the question was called the second and final reading of the ordinance passed as presented, voice vote, 5 in favor 0 against (5-0).

- 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.

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



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When the question was called the second and final reading of the ordinance passed as presented, voice vote, 5 in favor 0 against (5-0).

- 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.**

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

When the question was called the second and final reading of the ordinance passed as presented, voice vote, 5 in favor 0 against (5-0).

- 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.**

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

Discussion ensued.

For the record: Comments were heard from the following:
Lew Wardlaw, Attorney – (Representing SBA Communications Corp.)

When the question was called the first reading of the ordinance passed, as presented, roll call vote, 4 in favor 1 against (4-1).

Vice-Mayor Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Pass (Changed to Nay)
Mayor Roman	Yea

- 5. Ordinance – First Reading – amending the fiscal year 2023 annual budget, passed by ordinance O-10-2022, as amended by ordinances O-12-2022 and O-13-2022.**

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

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

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



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6. **Resolution** – supporting restoring the historic revenue sharing relationship between the State of Tennessee and its local governments and return the local share of the single article cap to local governments.

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

When the question was called the resolution passed, as presented, 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

7. **Resolution** – approving the Lakeland Meadows Planned Development Amended Outline Plan.

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

Discussion ensued.

Public comments were heard from the following:

Louis Ricci – Valley Brook Development, LLC (*The applicant*)

When the question was called the resolution passed, as presented, 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

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

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

For the record: The date on the documents will be changed to the current year.

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



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

For the record:

John McCarty – McCarty Granberry Engineering (*Representative of the applicant was present*)

When the question was called the resolution passed, as presented, 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

10. **Resolution** – accepting public improvements and authorizing the reduction of security for Public and Common Improvements in Herons Ridge Planned Development Phase C1.

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

When the question was called the resolution passed, as presented, 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

11. **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.

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

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

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

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



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

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

13. Resolution – approving an agreement with Gibson Paving, Inc. for the FY23 Street Paving project.

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

For the record: Jay Gibson – Gibson Paving, Inc. (Present in audience)

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

14. Resolution – approving a Communications Right-of-Way Agreement between the City of Lakeland and Zayo Group, LLC.

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

15. Resolution – approving an agreement with Wagner General Contractors, Inc. for City Hall ADA Exterior Improvements.

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, voice vote, 5 in favor 0 against (5-0).

16. Resolution – approving an agreement with Wagner General Contractors, Inc. for City Hall ADA Interior Improvements.

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



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For the record: Comments were heard from the following:
The Honorable Judge Koratsky
Hannah Wagner – Wagner general Contractors, Inc.

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

17. **Resolution** – approving an amendment to Agreement CA-2300023-1 with Shelby County Government for City Hall ADA Improvements using Community Development Block Grant funds.
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, voice vote, 5 in favor 0 against (5-0).

18. **Discussion and Possible Action** – communications plan update.
Commissioner Dial moved to bring this item to the floor, seconded by Mayor Roman.

Discussion only, no action taken.

19. **Discussion and Possible Action** – Lakeland logo apparel.
Mayor Roman moved to bring this item to the floor.

Discussion ensued.

After the discussion, Mayor Roman moved to table this item, seconded by Commissioner Dial.

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

20. **Discussion and Possible Action** – creation of building inspection department.
Mayor Roman moved to bring this item to the floor, seconded Commissioner Atkinson.

Discussion only, no action taken.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 09, 2023, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

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21. Discussion and Possible Action – revisions to the Board of Commissioners and Municipal Planning & Design Review Commission meeting schedules.

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

Discussion only, no action taken.

For the record: The order of business was changed without objection to move item # 23 up on the agenda.

22. Resolution – approving the strategic goals of the Board of Commissioners of the City of Lakeland, Tennessee. (Previously item # 23)

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

Discussion ensued.

Commissioner McCarter moved to amend the resolution to include capital improvement.

Motion failed due to the lack of a second.

Commissioner Atkinson moved to amend the resolution to add road maintenance as a priority, seconded by Vice-Mayor Wright.

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).

23. Discussion and Possible Action – expenditure history and trend presentation for city costs. (Previously item # 22)

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

Discussion only, no action taken.

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT: There being no other business on which to act, the meeting was adjourned at 9:00 p.m. on Thursday, February 09, 2023.



**BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
THURSDAY, FEBRUARY 09, 2023, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

DRAFT

These minutes were approved on March 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
THURSDAY, FEBRUARY 16, 2023, 5:15 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002**

DRAFT

- I. **CALL TO ORDER BY MAYOR:** The meeting was called to order by Mayor Josh Roman at 5:25 p.m. on Thursday, February 16, 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, City Planner Alex Barthol, City Recorder Debra Murrell, IDB Counsel Al Bright 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: No comments were heard.
- IX. **SEWERAGE COMMISSION BUSINESS:**
- X. **CONSENT AGENDA:**
- XI. **REGULAR AGENDA:**

- 1. **Resolution – approving the Economic Impact Plan and Tax Increment Financing Plan for the Lakeland Gateway area and authorizing the submission of said plan to the Shelby County Commission.**
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 Wright	Yea
Commissioner Atkinson	Yea
Commissioner Dial	Yea
Commissioner McCarter	Yea
Mayor Roman	Yea



BOARD OF COMMISSIONERS
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THURSDAY, FEBRUARY 16, 2023, 5:15 P.M.
CITY HALL. LAKE LAND. TENNESSEE 38002

DRAFT

XII. ANNOUNCEMENTS:

XIII. ADJOURNMENT: There being no other business on which to act, the meeting was adjourned at 5:41 p.m. on Thursday, February 16, 2023.

These minutes were approved on March 09, 2023.

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, March 2, 2023

Subject: **Ordinance - Second and Final 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: March 9, 2023
Final Reading: March 9, 2023

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



Board of Commissioners

Meeting Cycle: Thursday, March 2, 2023

Subject: **Ordinance - Second and Final Reading** - amending the fiscal year 2023 annual budget, passed by ordinance O-10-2022, as amended by ordinances O-12-2022 and O-13-2022.

Staff Contact: Carlin Stuart, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve ordinance O-5-2023.

BUDGET IMPACT

This ordinance amends the fiscal year 2023 Annual Budget to increase both revenues and expenditures in the General Fund by sixty thousand dollars (\$60,000), for a net zero (0) impact on fund balance of the General Fund.

DISCUSSION

Resolution R-23-2023 submitted for approval in the February 9, 2023 Board of Commissioners regular meeting is to approve an agreement with Shelby County for the funding of the excess of the cost of the City Hall Americans with Disabilities Act (ADA) improvements projects, upon bid. The resolution's staff report refers to the need to amend the fiscal year 2023 Annual Budget, both revenues (grant revenues) and expenditures (capital outlays) to enable appropriation of the cost of the project in total. This budget amendment is to do so, with a net zero (0) impact on fund balance.

ORDINANCE O-5-2023

AMENDING THE FISCAL YEAR 2023 ANNUAL BUDGET, PASSED BY ORDINANCE O-10-2022, AS AMENDED BY ORDINANCES O-12-2022 AND O-13-2022

- WHEREAS,** the City of Lakeland adopted the fiscal year 2022-2023 budget by passage of Ordinance O-10-2022 on June 9, 2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-12-2022 on August 11, 2022, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022; and,
- WHEREAS,** the City of Lakeland adopted Ordinance O-13-2022 on October 6, 2022, amending the fiscal year 2022-2023 annual budget originally set in Ordinance O-10-2022 and amended by Ordinance O-12-2022; and,
- WHEREAS,** revenues and expenditures in the General Fund are expected to differ from the budget, as amended:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that changes be made to the fiscal year 2022-2023 annual budget as follows:

- SECTION 1.** Ordinances O-10-2022, O-12-2022, and O-13-2022 are hereby amended to increase budgeted revenues in account 110 R 33111 (CDBG Grant Revenue) and increase budgeted expenditures in account 110 E 41000 932 (GOV – Building Improvements) by sixty thousand dollars (\$60,000) each.
- SECTION 2.** The Board of Commissioners authorizes the Finance Director to cause said changes to be made in the accounting system.
- SECTION 3.** All ordinances in conflict with the provisions of this ordinance are hereby repealed. 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.

ORDINANCE O-5-2023

AMENDING THE FISCAL YEAR 2023 ANNUAL BUDGET,
PASSED BY ORDINANCE O-10-2022, AS AMENDED BY
ORDINANCES O-12-2022 AND O-13-2022

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, March 2, 2023

Subject: **Ordinance - First Reading** - amending section 5-101 of the City of Lakeland municipal code to provide for official depositories for city accounts, as amended by ordinances 03-23, 08-124, and O-11-2021.

Staff Contact: Carlin Stuart, Finance Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Ordinance O-6-2023.

BUDGET IMPACT

There is no budgetary impact related to this ordinance.

DISCUSSION

This ordinance enables for greater flexibility in treasury management for the City of Lakeland. It updates our municipal code to better align with T.C.A. changes in recent years, and sets the stage for a more frequent review (at least every four years) of official depositories, which going forward would be set via Resolution as allowed in the updated T.C.A. guidance.

The reason for the change now is that it would enable final passage in April, concurrent with the timing of when several of the City's certificates of deposit are up for renewal. With over \$1 million currently invested in CD's, it would enable the Finance Director to shop the best interest rate proposals for presentation of a Resolution in April authorizing any additional financial institutions that comply with State law but are currently not listed in the ordinance.

ORDINANCE O-6-2023

AMENDING SECTION 5-101 OF THE CITY OF LAKELAND MUNICIPAL CODE TO PROVIDE FOR OFFICIAL DEPOSITORIES FOR CITY ACCOUNTS, AS AMENDED BY ORDINANCES 03-23, 08-124, AND O-11-2021

- WHEREAS,** the City of Lakeland (the “City”) established authorized financial institutions in the 1989 Code, Section 5-101; and,
- WHEREAS,** the City of Lakeland Board of Commissioners (the “Board”) adopted Ordinance 03-23 on February 6, 2003, amending Section 5-101; and,
- WHEREAS,** the Board adopted Ordinance 08-124 on November 6, 2008, further amending Section 5-101; and,
- WHEREAS,** the Board adopted Ordinance O-11-2021 on September 9, 2021, further amending Section 5-101; and,
- WHEREAS,** the Board seeks to further revise Section 5-101 to better align the City’s Code with Tennessee Code Annotated (“T.C.A.”) § 6-22-120:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Lakeland, Tennessee, that changes be made to the City of Lakeland, Tennessee, Municipal Code as follows:

SECTION 1. Section 5-101 is amended to read as follows:

Section 5-101. The current official depositories for City accounts and investments include the following: Trustmark National Bank and First Citizens National Bank. Additionally, City funds may be deposited with the State of Tennessee Department of Treasury Local Government Investment Pool (“LGIP”). At least once every four (4) years, the Board of Commissioners shall reevaluate the contracts with any bank or banks serving as an official depository of municipal funds and thereafter adopt a resolution in conformance with Tenn. Code Ann. § 6-22-120.

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.

ORDINANCE O-6-2023

AMENDING SECTION 5-101 OF THE CITY OF LAKE LAND MUNICIPAL CODE
TO PROVIDE FOR OFFICIAL DEPOSITORIES FOR CITY ACCOUNTS,
AS AMENDED BY ORDINANCES 03-23, 08-124, AND O-11-2021

First Reading: March 9, 2023

Public Hearing:

Final Reading:

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - amending Resolutions R-134-2022 and R-135-2022 and the calendar year 2023 City of Lakeland meeting calendar.

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-25-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

Following the discussion item in February regarding changing the BOC's meeting schedule to allow for two voting meetings per month, the MPDRC revised their bylaws in February to hold their regular meetings on the second Thursday of each month. This has been reflected on the attached updated 2023 Meeting Calendar.

Related to this change, and with the complexities of developing the Annual Budget for FY2024, the resolution also revises certain budget preparation milestones. With two meetings per month, both first and second readings of the annual budget and tax rate can be accomplished in June 2023.

RESOLUTION R-25-2023

AMENDING RESOLUTIONS R-134-2022 AND R-135-2022 AND THE CALENDAR YEAR 2023 CITY OF LAKE LAND MEETING CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, (the “Board”) set the meeting calendar for calendar year 2023 with Resolution R-134-2022; and,

WHEREAS, the Board set the fiscal year 2024 annual budget preparation calendar with Resolution R-135-2022; and,

WHEREAS, the Board deems it appropriate to revise the meeting calendar of the various consolidated Boards and Commissions to allow for more frequent regular meetings of the Board of Commissioners:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby amends Resolution R-134-2022 with the attached amended 2023 Meeting Calendar for Lakeland Boards and Commissions.

BE IT FURTHER RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby amends Resolution R-135-2022 with the following updated milestones in the fiscal year 2024 Budget Preparation Calendar:

Date	Milestone
3/17/2023	Budget Document draft, incorporating worksheets and narratives, submitted to Board of Commissioners for initial review (<i>originally 2/17/2023</i>)
3/29/2023	Budget revisions made in conjunction with Board of Commissioners, department directors, and finance department input (<i>originally 3/7/2023</i>)
5/12/2023	Deadline to have Consolidated Draft Annual Budget ready for Commissioner review (<i>originally 4/27/2023</i>)
5/15/2023	Send consolidated draft budget to Commissioners (<i>originally 4/28/2023</i>)
6/1/2023	1 st reading of the Annual Budget & Tax Rate (<i>originally 5/11/2023</i>)
6/15/2023	2 nd reading of the Annual Budget & Tax Rate (<i>originally 6/8/2023</i>)
6/23/2023	Submission to State of TN and GFOA – combined budget ordinance and annual budget document (<i>originally 6/14/2023</i>)

RESOLUTION R-25-2023

AMENDING RESOLUTIONS R-134-2022 AND R-135-2022
AND THE CALENDAR YEAR 2023
CITY OF LAKE LAND MEETING CALENDAR

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

2023 Meeting Calendar for Lakeland Boards & Commissions

January 2023

2nd – School Board Work Session
5th – Board of Commissioners Work Session
9th – School Board Regular Meeting
10th – Parks/Natural Resources Board Meeting
12th – Board of Commissioners Regular Meeting
~~16th – Board of Appeals/Storm Water Board of Appeals Meeting * (MLK Holiday)~~
19th – Municipal Planning/Design Review Commission Meeting
24th – Board of Commissioners Special Meeting
24th – Community Advisory Board Meeting
26th – Industrial Development Board Meeting

February 2023

~~2nd – Board of Commissioners Work Session (Cancelled)~~
6th – School Board Regular Meeting
7th – Board of Commissioners Special Meeting
9th – Board of Commissioners Regular Meeting
16th – Industrial Development Board Special Meeting
16th – Board of Commissioners Special Meeting
16th – Municipal Planning/Design Review Commission
~~20th – Board of Appeals/Storm Water Board of Appeals Meeting (Presidents Day) (If necessary) (Cancelled)~~
21st – Parks/Natural Resources Board Meeting
~~23rd – Industrial Development Board Meeting (Cancelled)~~
28th – Lakeland P.U.L.S.E. Comprehensive Plan Public Engagement Workshop

March 2023

2nd – Board of Commissioner Work Session
6th – School Board Regular Meeting
9th – Board of Commissioners Regular Meeting
~~13th – School Board Regular Meeting (Spring Break)~~
16th – Municipal Planning/Design Review Commission
20th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
21st – Parks/Natural Resources Board Meeting
23rd – Industrial Development Board Meeting
28th – Board of Commissioners Special Meeting – City Funds Budget Workshop

April 2023

3rd – School Board Work Session
6th – Board of Commissioners Regular Meeting
10th – School Board Regular Meeting
11th – Parks/Natural Resources Board Meeting
13th – Municipal Planning/Design Review Commission Meeting
17th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
20th – Board of Commissioners Regular Meeting
25th – Community Advisory Board Meeting
27th – Industrial Development Board Meeting

2023 Meeting Calendar for Lakeland Boards & Commissions

May 2023

- 1st – School Board Work Session
- 4th – Board of Commissioners Regular Meeting
- 8th – School Board Regular Meeting
- 9th – Parks/Natural Resources Board Meeting
- 11th – Municipal Planning/Design Review Commission Meeting
- 15th – Board of Appeals/Storm Water Board of Appeals Meeting *(if necessary)*
- 18th – Board of Commissioners Regular Meeting * *(Town Hall Meeting)*
- 25th – Industrial Development Board Meeting

June 2023

- 1st – Board of Commissioners Regular Meeting *(First Reading of Annual Budget & Tax Rate)*
- 5th – School Board Work Session
- 8th – Municipal Planning/Design Review Commission Meeting
- 12th – School Board Regular Meeting
- 13th – Parks/Natural Resources Board Meeting
- 15th – Board of Commissioners Regular Meeting *(Second Reading of Annual Budget & Tax Rate)*
- ~~19th – Board of Appeals/Storm Water Board of Appeals Meeting * *(June 19th Holiday)*~~
- 22nd – Industrial Development Board Meeting

July 2023

- 3rd – School Board Work Session
- 6th – Board of Commissioners Regular Meeting
- 10th – School Board Regular Meeting
- 11th – Parks/Natural Resources Board Meeting
- 13th – Municipal Planning/Design Review Commission
- 17th – Board of Appeals/Storm Water Board of Appeals Meeting *(if necessary)*
- 20th – Board of Commissioners Regular Meeting
- 25th – Community Advisory Board Meeting
- 27th – Industrial Development Board Meeting

August 2023

- 3rd – Board of Commissioners Regular Meeting
- 7th – School Board Work Session
- 8th – Parks/Natural Resources Board Regular Meeting
- 10th – Municipal Planning/Design Review Commission Meeting
- 14th – School Board Regular Meeting
- 17th – Board of Commissioners Regular Meeting
- 21st – Board of Appeals/Storm Water Board of Appeals Meeting *(if necessary)*
- 24th – Industrial Development Board Meeting

September 2023

- ~~4th – School Board Work Session * *(Labor Day Holiday)*~~
- 7th – Board of Commissioners Regular Meeting
- 11th – School Board Regular Meeting
- 12th – Parks/Natural Resources Board Regular Meeting
- 14th – Municipal Planning/Design Review Commission Meeting
- 18th – Board of Appeals/Storm Water Board of Appeals Meeting *(if necessary)*
- 21st – Board of Commissioners Regular Meeting
- 28th – Industrial Development Board Meeting

2023 Meeting Calendar for Lakeland Boards & Commissions

October 2023

2nd – School Board Work Session Meeting
5th – Board of Commissioners Regular Meeting
9th – School Board Regular Meeting (*Columbus Day*)
10th – Parks/Natural Resources Board Meeting
12th – Municipal Planning/Design Review Commission Meeting
16th – Board of Appeals/Storm Water Board of Appeals Meeting (*if necessary*)
19th – Board of Commissioners Regular Meeting
24th – Community Advisory Board Meeting
26th – Industrial Development Board Meeting

November 2023

2nd – Board of Commissioners Regular Meeting
6th – School Board Work Session
9th – Municipal Planning/Design Review Commission Meeting
13th – School Board Regular Meeting
14th – Parks/Natural Resources Board Meeting
16th – Board of Commissioners Regular Meeting * (*Town Hall Meeting*)
20th – Board of Appeals/Storm Water Board of Appeals Meeting (*if necessary*)
~~23rd – Industrial Development Board Meeting* (*Thanksgiving Holiday*)~~

December 2023

4th – School Board Work Session
7th – Board of Commissioners Regular Meeting
11th – School Board Regular Meeting
12th – Parks/Natural Resources Board Meeting
14th – Municipal Planning/Design Review Commission Meeting
18th – Board of Appeals/Storm Water Board of Appeals Meeting (*if necessary*)
21st – Board of Commissioners Regular Meeting
28nd – Industrial Development Board Meeting

** City-Observed Holiday – City Hall Closed*
Holiday or Break Week

RESOLUTION R-134-2022

APPROVING THE CALENDAR YEAR 2023 CITY OF LAKELAND MEETING
CALENDAR

WHEREAS, the Board of Commissioners of the City of Lakeland, Tennessee, deems it appropriate to set the meeting calendar for the various consolidated Boards and Commissions:

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby approves the attached 2023 Meeting Calendar for Lakeland Boards and Commissions.

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 1st day of December 2022, the public welfare requiring it.



Josh Roman, Mayor

ATTEST:



Debra Murrell
City Recorder

2023 Meeting Calendar for Lakeland Boards & Commissions

January 2023

- 2nd – School Board Work Session
- 5th – Board of Commissioners Work Session
- 9th – School Board Regular Meeting
- 10th – Parks/Natural Resources Board Meeting
- 12th – Board of Commissioners Regular Meeting
- ~~16th – Board of Appeals/Storm Water Board of Appeals Meeting~~ * (MLK Holiday)
- 19th – Municipal Planning/Design Review Commission Meeting
- 24th – Community Advisory Board Meeting
- 26th – Industrial Development Board Meeting

February 2023

- 2nd – Board of Commissioners Work Session
- 6th – School Board Regular Meeting
- 9th – Board of Commissioners Regular Meeting
- 14th – Parks/Natural Resources Board Meeting
- 16th – Municipal Planning/Design Review Commission
- 20th – Board of Appeals/Storm Water Board of Appeals Meeting (Presidents Day) (if necessary)
- 23rd – Industrial Development Board Meeting

March 2023

- 2nd – Board of Commissioner Work Session
- 6th – School Board Regular Meeting
- 9th – Board of Commissioners Regular Meeting
- ~~13th – School Board Regular Meeting~~ (Spring Break)
- 14th – Parks/Natural Resources Board Meeting
- 16th – Municipal Planning/Design Review Commission
- 20th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 23rd – Industrial Development Board Meeting

April 2023

- 3rd – School Board Work Session
- 6th – Board of Commissioners Work Session
- 10th – School Board Regular Meeting
- 11th – Parks/Natural Resources Board Meeting
- 13th – Board of Commissioners Regular Meeting
- 17th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 20th – Municipal Planning/Design Review Commission Meeting
- 25th – Community Advisory Board Meeting
- 27th – Industrial Development Board Meeting

May 2023

- 1st – School Board Work Session
- 4th – Board of Commissioners Work Session
- 8th – School Board Regular Meeting
- 9th – Parks/Natural Resources Board Meeting
- 11th – Board of Commissioners Regular Meeting * (Town Hall Meeting)
- 15th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 18th – Municipal Planning/Design Review Commission Meeting
- 25th – Industrial Development Board Meeting

2023 Meeting Calendar for Lakeland Boards & Commissions

June 2023

- 1st – Board of Commissioners Work Session
- 5th – School Board Work Session
- 8th – Board of Commissioners Regular Meeting
- 12th – School Board Regular Meeting
- 13th – Parks/Natural Resources Board Meeting
- 15th – Municipal Planning/Design Review Commission Meeting
- ~~19th – Board of Appeals/Storm Water Board of Appeals Meeting~~ * (Juncteenth Holiday)
- 22nd – Industrial Development Board Meeting

July 2023

- 3rd – School Board Work Session
- 6th – Board of Commissioners Work Session
- 10th – School Board Regular Meeting
- 11th – Parks/Natural Resources Board Meeting
- 13th – Board of Commissioners Regular Meeting
- 17th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 20th – Municipal Planning/Design Review Commission
- 25th – Community Advisory Board Meeting
- 27th – Industrial Development Board Meeting

August 2023

- 3rd – Board of Commissioners Work Session
- 7th – School Board Work Session
- 8th – Parks/Natural Resources Board Regular Meeting
- 10th – Board of Commissioners Regular Meeting
- 14th – School Board Regular Meeting
- 17th – Municipal Planning/Design Review Commission Meeting
- 21st – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 24th – Industrial Development Board Meeting

September 2023

- ~~4th – School Board Work Session~~ * (Labor Day Holiday)
- 7th – Board of Commissioners Work Session
- 11th – School Board Regular Meeting
- 12th – Parks/Natural Resources Board Regular Meeting
- 14th – Board of Commissioners Regular Meeting
- 18th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 21st – Municipal Planning/Design Review Commission Meeting
- 28th – Industrial Development Board Meeting

October 2023

- 2nd – School Board Work Session Meeting
- 5th – Board of Commissioners ~~Work Session~~
- 9th – School Board Regular Meeting (Columbus Day)
- 10th – Parks/Natural Resources Board Meeting
- ~~12th – Board of Commissioners Regular Meeting~~
- 16th – Board of Appeals/Storm Water Board of Appeals Meeting (if necessary)
- 19th – Municipal Planning/Design Review Commission Meeting
- 24th – Community Advisory Board Meeting
- 26th – Industrial Development Board Meeting

Regular AS Amended
(4)

2023 Meeting Calendar for Lakeland Boards & Commissions

November 2023

- 2nd – Board of Commissioners Work Session
- 6th – School Board Work Session
- 9th – Board of Commissioners Regular Meeting * (*Town Hall Meeting*)
- 13th – School Board Regular Meeting
- 14th – Parks/Natural Resources Board Meeting
- 16th – Municipal Planning/Design Review Commission Meeting
- 20th – Board of Appeals/Storm Water Board of Appeals Meeting (*if necessary*)
- 23rd – ~~Industrial Development Board Meeting~~* (*Thanksgiving Holiday*)

December 2023

- 4th – School Board Work Session
- 7th – Board of Commissioners Work Session
- 11th – School Board Regular Meeting
- 12th – Parks/Natural Resources Board Meeting
- 14th – Board of Commissioners Regular Meeting
- 18th – Board of Appeals/Storm Water Board of Appeals Meeting (*if necessary*)
- 21st – Municipal Planning/Design Review Commission Meeting
- 28nd – Industrial Development Board Meeting

* *City-Observed Holiday – City Hall Closed*
Holiday or Break Week

RESOLUTION R-135-2022

APPROVING THE FISCAL YEAR 2024 ANNUAL BUDGET PREPARATION CALENDAR

WHEREAS, the staff of the City of Lakeland and the Lakeland School System desire to prepare a comprehensive Annual Budget document for fiscal year 2024 to be submitted in compliance with State of Tennessee requirements *and* for recognition and potential award by the Government Finance Officers Association; and,

WHEREAS, the Board of Commissioners of Lakeland, Tennessee; deems it appropriate to affirm the fiscal year 2024 budget preparation calendar to allow for proper timing and planning toward this goal:

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the City of Lakeland, Tennessee, hereby approve the fiscal year 2024 Budget Preparation Calendar as follows:

Date	Milestone
1/17/2023	Board of Commissioners strategic planning workshop
1/19/2023	Budget worksheets distributed to Department Directors
2/10/2023	Budget Worksheets and narratives due from department directors
2/17/2023	Budget Document draft, incorporating worksheets and narratives submitted to Board of Commissioners for initial review
3/1/2023	Budget Workshops with Directors begin
3/7/2023	Budget revisions made in conjunction with Board of Commissioners, department directors, and Finance Dept input
3/17/2023	Revised Budget submitted to the Commissioners
3/28/2023	City Funds Workshop
4/3/2023	School Budget presented to LSS Board of Education
4/10/2023	School Budget approved by LSS Board of Education
4/11/2023	Budget consolidation between City and LSS funds begin
4/27/2023	Deadline to have Consolidated Draft Annual Budget Ready for Commissioner Review
4/28/2023	Send Consolidated Draft Budget to Commissioners
5/11/2023	1st Reading of the Annual Budget & Tax Rate
6/8/2023	2nd Reading of the Annual Budget & Tax Rate
6/14/2023	Submission to State of TN and GFOA - Combined Budget Ordinance and Annual Budget document

RESOLUTION R-135-2022

APPROVING THE FISCAL YEAR 2024
ANNUAL BUDGET PREPARATION CALENDAR

APPROVED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee this 1st day of December 2022, the public welfare requiring it.



Josh Roman, Mayor

ATTEST:



Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - approving an agreement with _____ for International Harvester Managerial Park Parking Improvements.

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

STAFF RECOMMENDATION

City staff recommends the Board of Commissioners approve Resolution R-28-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for the International Harvester Park Parking Improvements Funds as part of the FY2023 Annual Budget.

DISCUSSION

The International Harvester Park Parking Improvements project proposes to construct a new overflow parking lot. The new parking lot will replace the previous gravel parking lot removed during the Texas Gas relocation project. The new surface will be asphalt. A 3-rail wood fence will be installed around the perimeter of the parking lot for access control. The project was publically advertised and bids were opened on February 28, 2023. The City received ___ () sealed bids listed in the table below.

BIDDERS	BID AMOUNT

The City has reviewed the bids and recommends awarding the agreement to the lowest, qualified bidder, _____.

RESOLUTION R-28-2023

APPROVING AN AGREEMENT WITH _____ FOR INTERNATIONAL HARVESTER
MANAGERIAL PARK PARKING IMPROVEMENTS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to rebuild the overflow parking lot at International Harvester Managerial Park; and,

WHEREAS, _____ was the lowest qualified bidder on February 28, 2023 for the International Harvester Managerial Park Parking Improvements Project; and,

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

WHEREAS, funding for this work is appropriated in the Fiscal Year 2023 Annual Budget for the International Harvester Park Improvement 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, a contract with _____ for the International Harvester Managerial Park Parking Improvements Project in the amount of _____ dollars (\$_____).

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



Board of Commissioners

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - approving an agreement with Tri-State Guardrail & Sign Co., Inc for the Fiscal Year 2023 Guardrail Installation Project.

Staff Contact: Luis Camarillo Hernandez, Staff Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-29-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for Fiscal Year 2023 State Street Aid Fund.

DISCUSSION

The Fiscal Year 2023 Guardrail Installation project proposes to install a 219 linear foot guardrail along Seedtick Road along with an 81 linear foot guardrail along Stewart Road. The City received one bid on February 22, 2023 from Tri-State Guardrail & Sign Co., Inc. for a total bid amount of \$43,712.50. The City has reviewed the bid and recommends awarding the agreement to Tri-State Guardrail & Sign Co., Inc.

RESOLUTION R-29-2023

APPROVING AN AGREEMENT WITH TRI-STATE GUARDRAIL & SIGN CO., INC.
FOR THE FISCAL YEAR 23 GUARDRAIL INSTALLATION PROJECT

WHEREAS, the City desires to install a guardrail on Seedtick Road and Stewart Road; and,

WHEREAS, Tri-State Guardrail & Sign Co., Inc. was the lowest qualified bidder on February 22, 2023, for the Fiscal Year 2023 Guardrail Installation Project; and,

WHEREAS, Tri-State Guardrail & Sign Co., Inc. 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 Annual Budget for the State Street Aid Fund:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland Tennessee, that the City Manager is hereby authorized and directed to execute, and the City Recorder attest, a contract with Tri-State Guardrail & Sign Co., Inc. for the Fiscal Year 23 Guardrail Installation project in the amount of forty-three thousand seven hundred twelve dollars and fifty cents (\$43,712.50).

APPROVED AND ADOPTED by the Board of Commissioners of the City of Lakeland, Tennessee, this 9th day of March 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 Tri-State Guardrail & Sign Co., Inc. hereinafter referred to as the "Contractor.

WHEREAS, the City of Lakeland is desirous of installation of guardrail; and,

WHEREAS Tri-State Guardrail & Sign Co., 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 the FY23 Guardrail Installation, 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 23, 2023 and completed and ready for final payment in accordance with Paragraph 14.07 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 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00)

for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Forty-Three Thousand and Seven Hundred Twelve Dollars and Fifty Cents (\$43,712.50), 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 14 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 14 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 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 No Addenda
- 8.6 Performance Bond
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of _____ sections
- 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 Paragraphs 3.4 and 3.5 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:

By: _____
Debra Murrell
Title: City Recorder

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Michael Walker
Title: City Manager



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



South Stewart Road

Old Brunswick Road

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - approving an agreement with Kimley Horn for the development of an update to the Land Development Regulations.

Staff Contact: Paul Luker, Planning Director

STAFF RECOMMENDATION

Staff recommends approval of this resolution.

BUDGET IMPACT

The total contract valuation is \$156,000. Up to \$25,000 will be paid in FY 2023 and is currently budgeted. The remaining \$131,000 would need to be appropriated in the FY 2024 budget.

DISCUSSION

The update of the City of Lakeland Land Development Regulations has been earmarked as a strategic goal for the Board of Commissioners. The Planning staff issued an RFQ in December 2022 seeking proposals from qualified firms. Staff received four (4) proposals for the update. A team including City staff as well as Commissioner Atkinson reviewed and ranked these proposals. Kimley-Horn was selected to develop the update of the regulations and to ensure that the work with the ongoing Comprehensive Plan Update is incorporated with any changes.

RESOLUTION R-30-2023

APPROVING A CONTRACT WITH KIMLEY HORN FOR THE DEVELOPMENT OF AN
UPDATE TO THE LAND DEVELOPMENT REGULATIONS

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to develop an update of the City’s Land Development Regulations; and,

WHEREAS, the City issued a Request for Qualifications in December of 2022 seeking proposals for development of an update to the Land Development Regulations; and,

WHEREAS, Kimley Horn was selected to provide professional services related to the development of the update of the Land Development Regulations; and,

WHEREAS, funds for the development of the Land Development Regulations are planned to be included in the Fiscal Year 2024 budget.

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 a contract with Kimley Horn for the development of an update to the Land Development in the amount of one-hundred-fifty-six thousand dollars (\$156,000).

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



February 21, 2023

Mr. Michael Walker
City Manager
City of Lakeland, TN
10001 US-70
Lakeland, TN 38002

Re: Letter Agreement for Professional Services for
Lakeland Land Development Regulations (LDR)
Lakeland, TN

Dear: Mr. Walker:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to the City of Lakeland ("Client") for providing planning services to update the City of Lakeland Land Development Regulations (LDR).

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

PHASE 1 – LDR DEVELOPMENT

TASK 1: PROJECT INITIATION

The main purpose for the project initiation task is to establish a common background and understanding of the project and the current conditions in the City. TASK 1 includes the following subtasks.

- A. Public Outreach Plan - The public outreach plan will outline a process for providing opportunities for involvement by stakeholders and residents. Due to the agreed upon projects schedule of one-year, it is understood that while opportunities for outreach will be provided, they will be more succinct focusing in on the public hearing process(es). If the City desires, it may appoint a steering committee/stakeholder committee or similar; members of this committee will be established by the City and information provided to Kimley-Horn. Kimley-Horn will participate in up to three (3) sessions with the committee assumed to include one (1) kick-off introductory meeting and two (2) progress/review meetings. These meetings will be conducted virtually using MSTeams, Zoom or similar.
- B. Project Website – Kimley-Horn will utilize the existing webpage (for PULSE) to present information relevant to the LDR. The Consultant will contribute to the initial website content and provide materials to be uploaded to the website during the planning process.
- C. Kimley-Horn will work with City Staff to determine the date and time of on- going bi-weekly status update meetings to review the project's progress.

TASK 1.1: ISSUE IDENTIFICATION

Kimley-Horn will initiate the process through an initial project orientation meeting with City staff. It is understood this initial meeting will be provided by MS Teams, Zoom or similar. Kimley-Horn

will meet one time with staff to discuss communication protocols, project approach, Code considerations, schedule, and deliverables. This meeting will be planned within no more than two weeks of notice to proceed (NTP). Kimley-Horn will also use this meeting (date) to discuss interpretations, variances, items for consideration by staff and similar. Kimley-Horn will coordinate with staff to obtain available information, including records of previous planning and development-related applications and variances, including GIS/zoning data.

Working with staff, Kimley-Horn will review the City's LDR and prepare a summary evaluation/matrix in spreadsheet format providing:

- A written evaluation of the current Zoning / Land Development Regulations;
- A review of key community goals for change to the LDR based on the Lakeland PULSE Comprehensive Plan;
- Recommendations based upon the consistency analysis and recommended best practices from similar communities in an appendix that includes supporting information and examples from other areas (as appropriate);
- Identify changes in the state planning standards specific to the LDR.

The summary will also focus on existing zoning districts; permitted, prohibited, and special use permits, conditional districts; and development (dimensional) criteria, such as setbacks, yard requirements, parking, landscaping/open space, and signage.

Kimley-Horn will review the matrix with City staff via a teleconference call and revise the matrix up to two (2) times based on staff comments.

TASK 1.2: ANNOTATED OUTLINE

- A. Kimley-Horn will prepare an annotated outline based on the review matrix and comments received from City staff. The annotated outline will identify the form, contents, and structure of the updated LDR for review and comment prior to the commencement of drafting. This information will serve as the foundation for the updated Ordinance and respective standards. The annotated outline also will identify potential formatting and approaches to certain sections of the LDR, including recommendations for sub-districts of application (i.e., downtown/form-based Code provisions).
 - Summary table of contents;
 - The proposed chapter names and sequence of the LDR;
 - The anticipated key section titles for each chapter;
 - The proposed text numbering scheme and appearance;
 - A detailed example of the proposed page layout and text nesting scheme (that will carry forward one or two agreed- upon sections of the current regulations that are not in need of substantive modification); and
 - An example of the proposed summary table structure.

TASK 1.3: DRAFT LDR

TASK 1.3 builds off of the previous tasks and begins creating the LDR. The Draft document will be provided to City Staff for review and comment assumed to be provided in two modules

including general provisions, districts, and uses and development and design standards. Portions of A and B below will be provided with each module. It is understood City Staff will consolidate all comments and provide one (1) set of comments to Kimley-Horn for revision.

- A. Kimley-Horn will prepare the preliminary draft implementing regulatory standards in a discussion format. Specifically, Kimley-Horn will prepare a draft set of district development standards based on the annotated outline that will include regulatory standards. As part of this assignment, we will provide preliminary illustrative graphics, including graphics and photographs of representative elements, to support the standards.
- B. Kimley-Horn will prepare graphics, which will be general and not specific to one property or project within the City, and upon approval of City staff, will typically include the following. Due to the nature of the City's existing graphics, Kimley-Horn will work with the City staff to verify the preferred graphics style.
 - Bulk development standards addressing lot and site layout based on the development standards recommended in the district standards
 - Standards for parking lot, site, and buildings including design standards similar to those provided in the attached document.
 - Signage
 - Landscape buffers
 - Standards for roadway and pedestrian lighting
 - Up to five (5) complete streets standards, including representative graphics and recommendations for roadway amenities
 - Multimodal standards, including bicycle, and pedestrian standards outlining site design criteria
- C. Design Standards. It is understood, Kimley-Horn will revise the City's Design Standards, Chapter 11 as part of the respective code sections including multi-building development, building frontages and similar. It is understood Kimley-Horn will not expand these standards beyond what is provided in Chapter 11 currently.
- D. Kimley-Horn will complete the draft document, including graphics, to City staff for review and comment. It is understood City staff will consolidate all comments and provide one set of comments to Kimley-Horn for revision. Kimley-Horn will revise the document up to two (2) times based on City staff comments.
- E. Kimley-Horn will initiate the update of the Zoning Map as part of TASK 1.3. It is understood the final, adopted Zoning Map will be provided as part of PHASE 2.

TASK 1.4: DRAFT LDR PUBLIC MEETING

- A. Upon completion of TASK 1.3, Kimley-Horn will prepare a Draft LDR for public review and comment and present it as part of up to two (2) meetings total, as part of a community workshop and/or public meeting with the Municipal Planning/Design Review Commission. It is assumed the workshop and meeting would be the same day and would include a daytime session (i.e., lunch/mid-day), open house prior to the Municipal Planning Commission meeting and or opportunities for stakeholder meetings between the daytime session and the open house.

- B. Upon completion of TASK 1.4.A, Kimley-Horn will update the Draft LDR, also known as the adoption draft (see TASK 1.5). The updated LDR is intended to be consistent with the structure, contents, and layout described in the annotated outline, and will be supplemented with summary tables, simple illustrations, and flow charts. Kimley-Horn will prepare a companion document with annotations regarding the new standards, items for additional consideration (as applicable), and chapter-based summary lists of the key changes between the current regulations and the draft provisions.

TASK 1.5: ADOPTION OF DRAFT LDR

Kimley-Horn will provide City staff with a compiled draft code (“adoption draft”) for review and comment. Final graphics are assumed to be a blend of three-dimensional drawings, annotated photographs, and line drawings. The exact number of final graphics will be determined based on the complexity of the illustrations discussed and agreed to during TASK 1. It is understood this draft will be provided in MS Word format for ease of review and edits.

Based on staff comments, Kimley-Horn will revise the LDR up to two (2) times. Kimley-Horn will prepare a final draft LDR for distribution by the City Staff to the City Municipal Planning Commission and posting on the project website.

TASK 1.6: PUBLIC HEARINGS

- A. Public Hearing #1 and #2:

Following posting of the adoption version of the LDR on the project website, the public notification by City staff, Kimley-Horn will present the revised and updated LDR at a total of three (3) public hearings with the Municipal Planning Commission or Board of Commissioners and Mayor understood to be Public Hearing #1, and #2. Kimley-Horn will present the LDR, key changes from the current provisions, and summarize the results of the testing process.

As part of Public Hearing #1, Kimley-Horn will meet with City Staff prior to the public hearing to review the existing zoning map and determine the locations of recommended LDR or conversions from current districts to new zoning districts. The consulting team will record the information discussed and prepare a revised map for City review.

As part of Public Hearing #2 Kimley-Horn will present the document and the edits to the adoption draft necessary to respond to the input provided during the meetings. It is understood, Kimley-Horn will meet with staff prior to or immediately following Public Hearing #2 to review any final edits and or the Zoning Map

Following each hearing, #1 and #2, Kimley-Horn will prepare a list of comments received and an overview of the necessary edits to the adoption draft of the LDR. This scope of services does not anticipate further edits to the LDR text until after adoption. Recommendations for change will be tracked in a companion document. It is understood, the City Staff may meet independently with property owners, stakeholder groups or similar without Kimley-Horn. In the case that additional meetings are conducted, City staff will need to maintain a list of recommended edits to the adoption draft and provide those to Kimley-Horn for incorporation into the companion document.

Note: PHASES 1 and 2 are understood to be linked and overlap in both the schedule and the deliverables provided to the City. This process will help inform both aspects of this contract.

PHASE 2 — ZONING MAP

Following the adoption of the LDR, we will focus on finalizing our review of the City's Zoning Map. Updating the map based on this review is a critical step to helping ensure effective implementation of the Code, particularly where new provisions were adopted. It is assumed that the City will provide the GIS information including parcels, zoning, and similar land use information for Kimley-Horn's use.

TASK 2.1: DRAFT ZONING MAP

Following approval of the new LDR, Kimley-Horn will work with City staff prepare a draft Zoning Map initiated as part of TASK 1.3.

TASK 2.2: PUBLIC NOTIFICATION AND WORKSHOPS

- A. Upon completion of the draft Zoning Map and associated summary sheets are prepared, Kimley-Horn will assist the City staff to prepare a mailing for the City to notify residents of the upcoming remapping effort. It is understood that City staff will respond to citizen telephone calls, e- mailed questions, and scheduling one-on- one meetings.
- B. Kimley-Horn will assist the City staff to facilitate one public event/community workshop assumed to be the same day as either the workshop provided in TASK 1.4 or TASK 1.6 (locations to be determined). The City will be responsible for securing a meeting location, providing public notice, etc. The workshop is envisioned to be structured as an open house with a brief presentation and opportunities to provide comments and feedback.
- C. Kimley-Horn will meet with City staff via teleconference call to conduct a follow-up meeting to discuss how the map should be adjusted based on comments received and as directed by City staff.
- D. Kimley-Horn will revise the draft Zoning Map up to two (2) times as part of this Task and provide it to the City staff for review and posting to the project webpage.

It is assumed that the City will provide the GIS information including parcels, zoning and similar land use information for Kimley-Horn's use.

TASK 2.3: ZONING MAP ADOPTION

Upon completion of the revisions developed as part of TASK 2.2, Kimley-Horn will present the final Zoning Map to the City as part of its adoption. Following posting of the draft Zoning Map on the project website, the public notification by City staff, Kimley-Horn will present the revised and updated Zoning Map at a total of two public hearings with the Municipal Planning Commission or City Board of Commissioners consistent with Meetings #1 and #2 above.

Kimley-Horn will provide the City with the updated GIS information used in the creation of the Zoning Map. It is understood the GIS information will be updated using the City's available information and provided in a consistent format as the format provided by the City.

Optional Tasks

PHASE 3—TESTING – OPTIONAL TASK

The main purpose for this task is to test the draft CODE provisions through comparisons of recently approved development compared with the proposed standards. The testing exercise helps to measure the impact of the proposed regulations and to minimize any unanticipated consequences that could result from application of the draft standards to sites in the City.

TASK 3.1: INITIAL MEETING & TESTING (Depending on the project/site: \$3,000 - \$4,500 per site)

Kimley-Horn will meet via conference call or as part of a previous regular scheduled meeting to identify the properties (sites). Specifically, Kimley-Horn will perform the following:

- A. **Review and Testing.** Kimley-Horn will work with the City to Identify potential sites or projects that demonstrate the interaction of the draft regulations via the previous approvals. Potential sites could include both residential and non-residential properties and or a mixed-use property. It is understood the site testing review would provide written comments identifying the various components of the proposed Code as it relates to the plan identifying consistency and or consistency with the standards.
- B. **Revision.** Kimley-Horn will conduct a conference call with City Staff to review comments regarding the review. Kimley-Horn will make these summaries available to the City for distribution as deemed appropriate.

TASK 3.2: SITE PLANS / CONCEPTUAL PLANS (Pending Fee subject to the specific site and or requested level of detail. Details including the fee will be agreed upon with Staff prior to initiation of this task)

Upon request by the City, Kimley-Horn can prepare a site plan/conceptual plan (testing graphics) for sites addressing the proposed standards. It is understood the site testing graphics would include simplified graphics and illustrate key features only; no site specific or detail specific elements would be illustrated (i.e., detailed architectural elements). The draft site layouts will be general and will include a series of notes or callouts that identify how the draft provisions differ from the City' s current regulations.

PHASE 4—USER'S ADMINISTRATIVE MANUAL – OPTIONAL TASK

The main purpose for the PHASE 4 (Optional Task) is to offer the City a simplified user's administrative manual for the new Code. This phase could include the following subtasks:

TASK 4.1: INITIAL MEETING

If requested, this Phase/Task would typically follow delivery of the draft Code in TASK 1.3, Kimley-Horn will begin drafting the user's administrative manual for the CODE. This manual is not intended to replace or amend the Code but rather serve as a companion reference document with information on districts, definitions, and a discussion of review procedures. Kimley-Horn anticipates meeting with City staff as part of the workshops and teleconference calls identified above to allow City staff to describe the full range of procedural reviews and permits, they are responsible for, discuss each step in the review

process, and furnish all applicable application forms and documentation used in the permitting process. Kimley-Horn will assemble this into a summary outline of procedures and associated documents.

TASK 4.2: STAFF DRAFT

Based on the results of TASK 3.A, Kimley-Horn will prepare an initial draft of the user's guide/manual. The manual will be illustrated and formatted to resemble (but not copy) the new CODE and will be provided in Microsoft Word format. This scope of services anticipates that the staff draft will include the following information:

- Typical common review procedures;
- Land use/zoning district information;
- Submittal requirements for each application form;
- Supporting information (e.g., summary parking, existing standard specifications, etc.); and
- Contact information and resources.

TASK 4.3: REVISION

Kimley-Horn will revise the draft manual up to two (2) times as part of this TASK and provide it to the City staff for review and posting to the project webpage.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Meetings, workshops, public hearings and similar beyond those identified above. Depending on the nature of the meetings, workshops and or public hearings, additional items in this category typically range between \$1,500 - \$2,500 per meeting.
- Post Code adoption comprehensive plan /land use plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources (i.e., conversion from hard copies/pdf). It is understood the City's zoning map and related information is parcel based and not polygon based (not tied to parcels).
- Additional revisions beyond those referenced in the above scope of services. Due to the nature of revisions, a typical range for revisions is not possible to provide. Consultant can provide a detailed scope and fee for a specific revision upon request by the City.
 - Any additional Community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a 12-month schedule for the deliverables under Task 1.3, the details of which will be described in the Project Work Plan.

Fee and Expenses

Kimley-Horn will perform the services in PHASES 1 - 2 identified above for the lump sum fee of \$156,000 as outlined below; PHASES 3 and 4 are Optional Tasks and can be provided as an additional service upon request of the Client. Potential Extra Meetings are identified as TBD and are understood not to exceed \$2,500 per meeting. It is understood the following fees are for budgeting purposes only and may be adjusted within and between the respective TASKS. Interim payments are allowable, and it is understood that the project may be funded across multiple fiscal years (FY).

For the services and tasks requested through this scope of services, Kimley-Horn proposes the following fees:

PHASES	DESCRIPTION	LUMP SUM FEE
1	CODE DEVELOPMENT	\$ 138,000
2	ZONING MAP	\$ 18,000
	TOTAL LUMP SUM FEE INCLUDING EXPENSES	\$ 156,000
	<i>OPTIONAL TASKS</i>	
3	<i>TESTING – OPTIONAL TASK</i>	\$3,000 - \$4,500 per site
4	<i>CODE USER'S ADMINISTRATIVE MANUAL – OPTIONAL TASK</i>	\$ 6,500 - \$8,000
<i>TBD</i>	<i>Potential Extra Meeting (per meeting)</i>	\$ 2,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Lakeland, TN.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: B. Kelley Klepper, AICP
Vice President



Michael Shelton, PLA, AICP
Associate

CITY OF LAKELAND, TN

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - approving an authorized user agreement with Verizon Wireless through State of Tennessee Statewide Contract #32110-32711.

Staff Contact: Josh Thompson, ITS Director

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-31-2023.

BUDGET IMPACT

This expenditure is appropriated in the original budget for FY2023.

DISCUSSION

Verizon Wireless currently provides products and services for the City's mobile device fleet, including field devices, emergency preparedness phones, and wastewater lift stations. This agreement allows the City to continue to purchase new devices or upgrade existing devices as well as acquire services for those devices at discounted rates. This agreement falls under a State of Tennessee contract and does not require the City to collect competitive bids or quotes.

RESOLUTION R-31-2023

APPROVING AN AUTHORIZED USER AGREEMENT WITH VERIZON WIRELESS
THROUGH STATE OF TENNESSEE STATEWIDE CONTRACT #32110-32711

WHEREAS, the City of Lakeland, Tennessee, (the “City”) desires to purchase wireless services and products; and,

WHEREAS, Verizon Wireless provides wireless services and products; and,

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to enter into this agreement with Verizon Wireless.

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement

Cellco Partnership d/b/a Verizon Wireless ("Vendor") and the State of Tennessee, Department of General Services, Central Procurement Office have entered into a contract for Cellular Devices, other Devices, Services, Accessories and Business Solutions with an effective date of November 1, 2019 (together with any and all amendments and/or addenda thereto the "Contract"). Pursuant to the Contract, City of Lakeland Enter Eligible Entity Name, a Tennessee State governmental entity; Tennessee local governmental agency; member of the University of Tennessee or Tennessee Board of Regents systems; private not-for-profit institution or higher education chartered in Tennessee; or any corporation which is exempted from taxation under 26 U.S.C. Section 501c (3), as amended and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tennessee Code Ann. 33-2-10001), is eligible to participate under the Contract as an authorized user ("Authorized User"). Authorized User and Vendor may be referred to herein individually as "Party" and collectively as "Parties." All capitalized terms not defined herein shall have the meaning provided in the Contract.

In accordance with the Contract, the Authorized User may, pursuant to this Authorized User Agreement (the "User Agreement"), purchase wireless services and products under the terms, conditions, and pricing established by the Contract for Authorized User participation. Participation is further subject to any and all applicable state and local purchasing statutes and ordinances. Orders placed under the Contract through a Verizon Wireless online portal are subject only to the Contract terms and conditions. Any online Verizon "Terms of Service" do not apply to purchases made under the Contract.

Furthermore, the Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Contract;
- (2) Authorized User is eligible and desires to purchase wireless services and products from Vendor pursuant to the terms and conditions of the Contract, User Agreement, and any and all amendments, addenda and schedules thereto, as well as the terms and conditions of all plans activated under this User Agreement, which are incorporated herein by reference;
- (3) Authorized User will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Vendor;
- (4) The Authorized User by signing below agrees to be subject to the terms and conditions of the Contract and this User Agreement. By placing an order under the Contract, each and every Authorized User provides its consent to the disclosure, by Verizon Wireless to the State of Tennessee, Department of General Services, Central Procurement Office or its designee, upon the State of Tennessee, Department of General Services, Central Procurement Office request or as part of a contractual reporting requirement to the State of Tennessee, of its Customer Proprietary Network Information (CPNI), as defined by the Federal Communications Commission (FCC), or other Authorized User/account information, for purposes of managing the Services and Products provided under this User Agreement and the Contract;
- (5) This User Agreement will be effective when executed by the Authorized User and accepted by Vendor;
- (6) Authorized User acknowledges and agrees that the State of Tennessee, Department of General Services, Central Procurement Office (or successor agency) and Vendor may modify the Contract at any time and Authorized User shall be subject to all of the terms and conditions set forth in the Contract as so modified, and agrees to be bound by such modifications. If Vendor and the State of Tennessee execute a new agreement that supersedes the Contract, any User Agreement previously entered into under the Contract that is still in effect shall be deemed subject to the new agreement. Authorized User will ensure that wireless services and products purchased under the Contract via this User Agreement will only be used for government, not-for-profit or private education business;

**State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement**

- (7) The undersigned is duly authorized by the Authorized User to designate the individual(s) (the “Authorized Contacts”) set forth below who are authorized to access the Authorized User’s account, established pursuant to this User Agreement, to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, and the Contract;
- (8) The Contract specifically authorizes the purchase of wireless services and products only by an Authorized User. No third party, including but not limited to Authorized User’s agents, contractors, vendors, distributors, contract employees, members, franchisees, parents or affiliates, is permitted to purchase under this User Agreement, except upon written agreement between State of Tennessee and Vendor. Additionally, Authorized User may not resell wireless services or products purchased under the Contract to any third party. Authorized User shall be the customer of record for purchases made under the Contract and this User Agreement, and may not modify the price for any wireless services and products;
- (9) Applications added by device manufacturers or downloaded by end users may enable capabilities (such as file sharing, presence, cloud storage, etc.) that are not managed by Vendor. It is the responsibility of the Authorized User to take appropriate actions to ensure these applications are securely managed and monitored to meet their security requirements as Vendor does not make any representations or guarantees that these products meet any contract security requirements;
- (10) Vendor requires that an authorized representative of Authorized User approve the delegation of an Authorized Contact on your account in writing using this form. An Authorized Contact is defined as an individual who is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by the User Agreement to include access to the account, ability to purchase equipment, add lines of service, cancel service, and make changes to the account that financially bind the Authorized User ("Authorized User Subscriber billed lines"). Authorized User billed lines of service are billed under the "Authorized User Name" and "Authorized User Federal Tax ID". At the request of the Authorized Contact, monthly billing for Authorized User billed lines of service can be sent to the Authorized User address. . By completing Schedule 'A' - "Request for Authorized Contact" and signing this form you have certified that you have the authority to bind the Authorized User to the terms of this User Agreement, including any financial terms.
- (11) The following employee(s) are authorized to access the account, purchase equipment, add lines of service, cancel service, make changes to the account and to sign a Vendor customer service order for Authorized User billed lines of cellular and paging service. Subsequent changes or removal of an Authorized Contact or Point of Contact information on your account must be in writing.

Schedule ‘A’ – “Request for Authorized Contact” - List below the employee(s) that you are designating as Authorized Contact(s).

Print Name: <u>Logan Al-Chokhachi</u>	Print Name: <u>Adam Francis</u>
Title: <u>Systems and Network Support Administrator</u>	Title: <u>Administrator/IT Technician</u>
Office Phone: <u>9018672717</u>	Office Phone: <u>9018672717</u>
Cell Phone:	Cell Phone:

State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement

Email Address:

lalchokhachi@lakelandtn.org

Email Address:

afrancis@lakelandtn.org

Schedule 'B' – "Eligible Entity Information" - Enter below the Eligible Entity's information.

Participation Eligibility – check only one box (REQUIRED):

1. **Tennessee State Agency:**
(e.g., Tennessee Department of Health, etc.)
2. **Tennessee Local Governmental Agency:** X
(e.g., Anderson County, etc.)
3. **Member of the University of Tennessee or Tennessee Board of Regents system:**
(e.g., Middle Tennessee State University, etc.)
4. **Private nonprofit institution of higher education chartered in Tennessee:**
(e.g., King University, etc.)
5. **Corporation which is exempted from taxation under 26 U.S.C. Section 501c(3):**

Questions regarding your organization's eligibility to purchase from this Contract may be directed to State of Tennessee, Department of General Services, Central Procurement Office at (615) 741-1035 or <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/contract-information.html>

Verizon Wireless Information to be completed by Account Manager.

Account Representative Name: David

Morris

Account Representative Address/Location: 1017 Vann dr., Jackson, TN 38305

Manager Name: George Rick Somers

Account Numbers: 0922421608-00001

Add Domain(s): @lakelandtn.org

Existing **Employee** Profile:

Existing **Corporate** Profile:

Or Create **New** Profile (check only 1 box below):

State of Tennessee, Department of General Services, Central Procurement Office – Contract #32110-32711 –
Authorized User Agreement

	<u>2379428</u> _____	
		<u>Corporate</u> Only: _____
		<u>M2M</u> Only: _____
		<u>Corporate</u> & <u>M2M</u> : _____
		<u>Employee</u> Only: _____
		<u>Corporate</u> & <u>Employee</u> : _____
		<u>Corporate</u>, <u>Employee</u> & <u>M2M</u> : _____

In no event will Vendor or the State of Tennessee be liable for any indirect, special, consequential incidental, or punitive damages, however caused, which arise out of any act or failure to act relating to this User Agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages. This Agreement and the Contract set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersede any and all previous communications, representations or agreements, whether oral or written. If any provision of the User Agreement or Contract conflicts with the law under which the agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with such applicable law. The remainder of the agreement shall remain in full force and effect.

The Authorized User represents and warrants that: (a) it has received or read a copy of the Contract; (b) the execution, delivery and performance of this Authorized User Agreement has been duly authorized by all necessary action to the extent applicable; and (c) the person signing this Agreement is duly authorized to execute this Agreement and bind the Authorized User.

Agreed and Accepted:

Authorized User:
Signature:
Printed Name:
Title:
Date:

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - amending Resolution R-101-2022 to approve an agreement with Blue Siren for Sanitary Sewer Flow Monitoring.

Staff Contact: Kieraa Belcher, Staff Engineer

STAFF RECOMMENDATION

City Staff Recommends the Board of Commissioners approve Resolution R-32-2023.

BUDGET IMPACT

This expenditure was not anticipated during the FY2023 budget adoption. As a result, expenses will exceed the FY2023 Sewer Fund spending plan. Annual costs of this multi-year contract will be included in the respective years' spending plans during the budget adoption.

DISCUSSION

The City of Lakeland intends to perform flow monitoring at four (4) manholes within its sanitary sewer collection system to quantify the wastewater flow from Lakeland to Memphis and from the Bartlett through Lakeland. The flow meters are required per the recently executed Interjurisdictional Agreement with the City of Memphis and will be used by Memphis to bill Lakeland for wastewater treatment. The City issued a Request for Proposals (RFP) for the service. Two proposals were received and reviewed by the Consultant Selection Committee. Blue Siren has been selected to provide these services for sanitary sewer flow monitoring. The contract term is 3 years.

Resolution R-101-2022 approved a contract with Hach Company to perform sanitary sewer flow monitoring. The City was unable to negotiate a contract with Hach and proposed to amend the resolution to approve a contract with Blue Siren, who responded to the RFP as well. Blue Siren has reviewed the contract and agrees with the terms.

RESOLUTION R-32-2023

AMENDING RESOLUTION R-101-2022 TO APPROVE A CONTRACT WITH BLUE
SIREN FOR SANITARY SEWER FLOW MONITORTING

WHEREAS, the City of Lakeland intends to perform flow monitoring at four (4) sites on 8" diameter lines within its Sanitary Sewer Collection System to quantify the wastewater flow through Lakeland from City of Bartlett and to City of Memphis; and,

WHEREAS, Blue Siren was selected for the Sanitary Sewer Flow Monitoring Project based on their qualifications; and,

WHEREAS, Blue Siren is willing and able to provide these services as specified in the Contract documents; and,

WHEREAS, Funding for this contract will be appropriated in the Sewer Fiscal Year 2023 Annual Budget and subsequent annual budgets for the three-year contract term:

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 Blue Siren for sanitary sewer flow monitoring.

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - tentatively approving a contract with Eutaw Construction Company for the Clear Creek Interceptor - Sanitary Sewer Phase A.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-35-2023.

BUDGET IMPACT

This project is funded utilizing the State Revolving Loan program (SRF 2022-476). During construction, the City is responsible for interest only based on the amount drawn on the loan. Upon completion of construction, the loan will be converted to a 20-year term at 2.8% interest. The interest is appropriated in the Fiscal Year 2023 annual spending plan for the Sewer Fund and will be included in the Fiscal Year 2024 proposed spending plan for the Sewer Fund.

DISCUSSION

The Clear Creek Interceptor serves east Lakeland from Seed Tick Road to Clear Creek. The existing Clear Creek Interceptor is at capacity and is not able to provide service for new development. The City of Lakeland contracted with Bucharth Horn, Inc. to perform a corridor evaluation related to full build out of the new interceptor and the design for Phase A of the interceptor. From the corridor evaluation, the new interceptor was sized to provide capacity for full build-out of east Lakeland from Hwy 64 to Old Brownsville Road. Future phases will include extending the 42" line from Chapel Hill Cove to Interstate 40 and installing a lift station and forcemain to provide service from Hwy 64.

Phase A includes a 42" diameter pipe which will extend from the Scotts Creek Wastewater Treatment Plant to Chapel Hill Cove. An 18" lateral line will extend from the interceptor west on Chapel Hill Cove and south on Chambers Chapel Road. This lateral will provide public sewer for residents in this area as well as remove a sewer lift station in Oakwood Grove Subdivision. The project will also remove a sewer lift station in Creekside Subdivision. The project completion date is 600 calendar days from Notice to Proceed.

The project was publicly bid on February 16, 2023. The City received four (4) sealed bid packages, however one (1) bid was not read aloud due to an incomplete submittal. The three (3) respective responsible bidders were as follows:

BIDDER	BASE BID
Acuff Enterprises, Inc.	\$25,763,747.00
Garney Companies, Inc.	\$37,473,065.00
Eutaw Construction Company	\$21,967,264.23

The City is utilizing the State of Tennessee State Revolving Loan Program (SRF) to fund the project. The approved loan amount is fifteen million dollars (\$15,000,000) based on the original application submitted six (6) years ago. The City anticipated an overage in the project cost due to inflation and the current cost of materials. The City proposes to request a supplementary loan through SRF to cover the overage.

The Consulting Engineer thoroughly reviewed the bids as well as checked references of the apparent low bidder, Eutaw Construction Company. The Engineer recommends the City award the construction contract for the Clear Creek Interceptor to Eutaw Construction Company. The approval of the contract by the City is contingent on the approval of the Authority to Award Package from the Tennessee Department of Environment and Conservation SRF Loan Program.

RESOLUTION R-35-2023

TENATIVELY APPROVING A CONTRACT WITH EUTAW CONSTRUCTION COMPANY FOR THE CLEAR CREEK INTERCEPTOR - SANITARY SEWER PHASE A

WHEREAS, on February 16, 2023, at 2:00 p.m. C.S.T., the City of Lakeland, Tennessee received competitive bids for the 2022 State Revolving Fund (SRF) Clean Water (SRF Number: SRF 2022-476) Clear Creek Interceptor Project; and,

WHEREAS, a total of four (4) bid packages were received and opened. One (1) bid was not read aloud due to an incomplete package. Therefore, three (3) bids were read aloud; and,

WHEREAS, the bidders with their respective responsible bids were as follows: and,

Bidder	Base Bid
Acuff Enterprises, Inc.	\$ 25,763,747.00
Garney Companies, Inc.	\$ 37,473,065.00
Eutaw Construction Company	\$ 21,967,264.23

WHEREAS, the SRF loan was approved for \$15,000,000.00 requiring additional funds to assist the City in financing the project overage; and,

WHEREAS, funding for the anticipated interest is appropriated in the Fiscal Year 2023 annual spending plan for the Sewer Fund and will be included in the Fiscal Year 2024 proposed 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 hereby authorized to execute, and the City Recorder attest, a contract with Eutaw Construction Company in the amount of twenty-one million nine hundred sixty-seven thousand two hundred sixty-four dollars and twenty-three cents (\$21,967,264.23) for the Clear Creek Interceptor – Sanitary Sewer Phase A contingent on the following:

1. Approval from the Authority to Award Package from the Tennessee Department of Environment & Conservation (TDEC), State Revolving Fund Loan Program; and,
2. The City will pursue a supplementary loan from SRF to assist in financing the project overage.

RESOLUTION R-35-2023

TENATIVELY APPROVING A CONTRACT WITH EUTAW CONSTRUCTION
COMPANY FOR THE CLEAR CREEK INTERCEPTOR - SANITARY SEWER PHASE A

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

BID TAB

City of Lakeland - Clear Creek Interceptor Sanitary Sewer Phase A
BID DATE: 16-Feb-23

Firm Name:	Acuff Enterprises, Inc.	Garney Companies, Inc.	Eutaw Construction Company
Firm Address:	1225 Forest Hill Irene Road Cordova, TN 38018	200 Crutchfield Ave. Nashville, TN 37130	410 Old Richton Road Petal, MS 39465

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
A	Mobilization and Demobilization	1.00	LS	\$1,280,000.00	\$1,280,000.00	\$1,850,000.00	\$1,850,000.00	\$260,007.48	\$260,007.48
B	Perimeter EPSC Measures	1.00	LS	\$775,000.00	\$775,000.00	\$220,000.00	\$220,000.00	\$340,000.00	\$340,000.00
C	Clearing and Grubbing	1.00	LS	\$370,000.00	\$370,000.00	\$250,000.00	\$250,000.00	\$140,000.00	\$140,000.00
1	Creskide Manor Lift Station Demolition and Wet Well Conversion	1.00	LS	\$86,000.00	\$86,000.00	\$90,000.00	\$90,000.00	\$67,000.00	\$67,000.00
2	Oakwood Grove Lift Station Demolition and Wet Well Conversion	1.00	LS	\$105,000.00	\$105,000.00	\$95,000.00	\$95,000.00	\$92,000.00	\$92,000.00
3	Wellhouse Demolition and Well Abandonment	1.00	LS	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
4	Scott's Creek WWTP Influent Wet Well & ancillary work, complete in place, w/ testing	1.00	LS	\$3,105,000.00	\$3,105,000.00	\$648,400.00	\$648,400.00	\$270,000.00	\$270,000.00
5	Remove & Replace 15" CPP (Sheet C-101), complete in place, including testing	29.00	LF	\$175.00	\$5,075.00	\$300.00	\$8,700.00	\$65.00	\$1,885.00
6	Remove & Replace 18" RCP (Sheet C-119), complete in place including testing	38.00	LF	\$160.00	\$6,080.00	\$300.00	\$11,400.00	\$80.00	\$3,040.00
7	Remove & Replace 36" RCP (Sheet C-119), complete in place with Headwall & Restrictor, including testing	30.00	LF	\$250.00	\$7,500.00	\$1,200.00	\$36,000.00	\$115.00	\$3,450.00
8	10" SDR 26 PVC Gravity Sewer(8-10' Deep), complete in place,	1,038.00	LF	\$110.00	\$114,180.00	\$280.00	\$290,640.00	\$205.00	\$212,790.00
9	10" SDR 26 PVC Gravity Sewer(10'-12' Deep), complete in place, w/testing	223.00	LF	\$116.00	\$25,868.00	\$300.00	\$66,900.00	\$205.00	\$45,715.00
10	10" SDR 21 PVC Gravity Sewer(16-18' Deep), complete in place, w/testing	250.00	LF	\$186.00	\$46,500.00	\$400.00	\$100,000.00	\$300.00	\$75,000.00
11	18" SDR 26 PVC Gravity Sewer(14-16' Deep), complete in place, w/testing	290.00	LF	\$246.00	\$71,340.00	\$540.00	\$156,600.00	\$355.00	\$102,950.00
12	18" SDR 26 PVC Gravity Sewer(14-16' Deep), in paving complete in place, w/testing	787.00	LF	\$673.00	\$529,651.00	\$1,000.00	\$787,000.00	\$730.00	\$574,510.00
13	18" DR 21 C900 PVC Gravity Sewer(16'-18' Deep), in paving complete in place, w/testing	150.00	LF	\$808.00	\$121,200.00	\$1,300.00	\$195,000.00	\$740.00	\$111,000.00
14	18" DR 21 C900 PVC Gravity Sewer(18-20' Deep), in paving complete in place, w/testing	861.00	LF	\$1,085.00	\$934,185.00	\$2,500.00	\$2,152,500.00	\$912.00	\$785,232.00
15	18" DR 21 C 900 PVC Gravity Sewer(20-22' Deep), in paving complete in place, w/testing	933.00	LF	\$1,225.00	\$1,142,925.00	\$2,800.00	\$2,612,400.00	\$1,070.00	\$998,310.00
16	18" DR 21 C900 PVC Gravity Sewer(22-24' Deep), in paving complete in place, w/testing	411.00	LF	\$1,437.00	\$590,607.00	\$3,300.00	\$1,356,300.00	\$1,180.00	\$484,980.00
17	24" SN 42 GRP Gravity Sewer (12-14' Deep), complete in place, w/testing.	103.00	LF	\$215.00	\$22,145.00	\$350.00	\$36,050.00	\$435.00	\$44,805.00
18	42" SN 42 GRP Gravity Sewer (10-12' Deep), complete in place, w/testing	806.00	LF	\$385.00	\$310,310.00	\$500.00	\$403,000.00	\$550.00	\$443,300.00
19	42" SN 42 GRP Gravity Sewer (12-14' Deep), complete in place, w/testing	2,981.00	LF	\$401.00	\$1,195,381.00	\$520.00	\$1,550,120.00	\$553.50	\$1,649,983.50
19A	42" SN 72 GRP Gravity Sewer (12-14' Deep), complete in place, w/testing	435.00	LF	\$425.00	\$184,875.00	\$540.00	\$234,900.00	\$650.00	\$282,750.00
20	42" SN 72 GRP Gravity Sewer (12-14' Deep), extra bedding width, complete in place, w/testing	1,486.00	LF	\$462.00	\$686,532.00	\$640.00	\$951,040.00	\$560.00	\$832,160.00
21	42" SN 42 GRP Gravity Sewer (14-16' Deep), complete in place, w/testing	3,816.00	LF	\$492.00	\$1,877,472.00	\$580.00	\$2,213,280.00	\$625.00	\$2,385,000.00
22	42" SN 72 GRP Gravity Sewer (14-16' Deep), extra bedding width, complete in place, w/testing	1,105.00	LF	\$516.00	\$570,180.00	\$680.00	\$751,400.00	\$595.00	\$657,475.00
23	42" DIP Gravity Sewer (14-16' Deep), complete in place, w/testing	40.00	LF	\$1,265.00	\$50,600.00	\$1,150.00	\$46,000.00	\$1,250.00	\$50,000.00
24	42" SN 72 GRP Gravity Sewer (16-18' Deep), complete in place, w/testing	1,489.00	LF	\$557.00	\$829,373.00	\$770.00	\$1,146,530.00	\$645.00	\$960,405.00
25	42" SN 72 GRP Gravity Sewer (18-20' Deep), complete in place, w/testing	1,519.00	LF	\$628.00	\$953,932.00	\$1,000.00	\$1,519,000.00	\$745.00	\$1,131,655.00
26	42" DIP Gravity Sewer (18-20' Deep),complete in place, w/testing	330.00	LF	\$1,375.00	\$453,750.00	\$1,550.00	\$511,500.00	\$1,400.00	\$462,000.00
27	42" SN 72 GRP Gravity Sewer(20-22' Deep), complete in place, w/testing	360.00	LF	\$715.00	\$257,400.00	\$1,200.00	\$432,000.00	\$750.00	\$270,000.00
28	42" SN 72 GRP Gravity Sewer (20-22' Deep), in paving complete in place, w/testing	20.00	LF	\$1,400.00	\$28,000.00	\$2,380.00	\$47,600.00	\$1,560.00	\$31,200.00
29	42" DIP Gravity Sewer (20-22' Deep), complete in place, w/testing	90.00	LF	\$1,465.00	\$131,850.00	\$1,880.00	\$169,200.00	\$1,500.00	\$135,000.00
30	42" SN 72 GRP Gravity Sewer (22-24' Deep), complete in place, w/testing	309.00	LF	\$890.00	\$275,010.00	\$1,650.00	\$509,850.00	\$855.00	\$264,195.00
31	42" DIP Gravity Sewer (22-24' Deep), complete in place, w/testing	75.00	LF	\$1,640.00	\$123,000.00	\$2,280.00	\$171,000.00	\$1,570.00	\$117,750.00
32	42" SN 72 GRP Gravity Sewer(24-26' Deep), complete in place, w/testing	33.00	LF	\$900.00	\$29,700.00	\$2,140.00	\$70,620.00	\$855.00	\$28,215.00
33	42" SN 72 GRP Gravity Sewer (24-26' Deep), in paving complete in place, w/testing	67.00	LF	\$1,750.00	\$117,250.00	\$3,650.00	\$244,550.00	\$1,900.00	\$127,300.00
34	42" DIP Gravity Sewer (24-26' Deep), complete in place, w/testing	119.00	LF	\$1,635.00	\$194,565.00	\$4,300.00	\$511,700.00	\$1,700.00	\$202,300.00
35	6" PVC Gravity Lateral (14-16' Deep) incl. connect to 18" sewer, in paving, complete in place w/testing	340.00	LF	\$930.00	\$316,200.00	\$750.00	\$255,000.00	\$95.00	\$32,300.00
36	6" PVC Gravity Lateral (8-10' deep) incl. connect to MH in paving complete in place w/ testing	40.00	LF	\$695.00	\$27,800.00	\$470.00	\$18,800.00	\$140.00	\$5,600.00
37	6" PVC Gravity Lateral (10-12' deep) incl. connect to MH in paving complete in place w/ testing	359.00	LF	\$650.00	\$233,350.00	\$500.00	\$179,500.00	\$145.00	\$52,055.00
38	6" PVC Gravity Lateral (12-14' deep) incl. connect to MH in paving complete in place w/ testing	45.00	LF	\$800.00	\$36,000.00	\$650.00	\$29,250.00	\$125.00	\$5,625.00

BID TAB

City of Lakeland - Clear Creek Interceptor Sanitary Sewer Phase A
BID DATE: 16-Feb-23

Firm Name:	Acuff Enterprises, Inc.	Garney Companies, Inc.	Eutaw Construction Company
Firm Address:	1225 Forest Hill Irene Road Cordova, TN 38018	200 Crutchfield Ave. Nashville, TN 37130	410 Old Richton Road Petal, MS 39465

39	6" PVC Deep Lateral Connection incl concrete	12.00	VF	\$580.00	\$6,960.00	\$2,000.00	\$24,000.00	\$700.00	\$8,400.00
40	MH, 48" Dia., 0-6' Deep, complete in place	11.00	EA	\$7,900.00	\$86,900.00	\$24,000.00	\$264,000.00	\$20,000.00	\$220,000.00
41	MH, 48", Extra Depth, Over 6' Deep, complete in place.	103.00	LF	\$450.00	\$46,350.00	\$290.00	\$29,870.00	\$395.00	\$40,685.00
42	MH, 60" Dia., 0-6' Deep, complete in place, including frame, cover, vent, and testing	37.00	EA	\$13,135.00	\$485,995.00	\$28,000.00	\$1,036,000.00	\$21,300.00	\$788,100.00
43	MH, 60", Extra Depth, Over 6' Deep, complete in place	430.00	LF	\$756.00	\$325,080.00	\$310.00	\$133,300.00	\$470.00	\$202,100.00
44	MH, 72" Dia, 0-6' Deep, complete in place	15.00	EA	\$13,660.00	\$204,900.00	\$31,000.00	\$465,000.00	\$25,000.00	\$375,000.00
45	MH, 72", Extra Depth, Over 6' Deep, complete in place.	212.00	VF	\$805.00	\$170,660.00	\$450.00	\$95,400.00	\$440.00	\$93,280.00
46	MH, 84" Dia, 0-6' Deep, complete in place	5.00	EA	\$22,000.00	\$110,000.00	\$40,000.00	\$200,000.00	\$26,900.00	\$134,500.00
47	MH, 84", Extra Depth, Over 6' Deep, complete in place.	48.00	EA	\$1,370.00	\$65,760.00	\$700.00	\$33,600.00	\$860.00	\$41,280.00
48	Internal Manhole Drop Connection MH CC-025	10.00	VF	\$570.00	\$5,700.00	\$700.00	\$7,000.00	\$530.00	\$5,300.00
49	Manhole Removal and Replacement MH CC 016.1	15.30	VF	\$1,420.00	\$21,726.00	\$11,000.00	\$168,300.00	\$7,800.00	\$119,340.00
50	Hand Excav. Within 5 ft. & Support Gas Pipe Lines > 12", per location	6.00	EA	\$5,350.00	\$32,100.00	\$8,500.00	\$51,000.00	\$6,700.00	\$40,200.00
51	Benched Excavation MH CC-045 to CC-044	435.00	LF	\$52.00	\$22,620.00	\$200.00	\$87,000.00	\$150.00	\$65,250.00
52	Trench Paving, Complete in Place	5,500.00	SY	\$32.00	\$176,000.00	\$45.00	\$247,500.00	\$41.00	\$225,500.00
53	Temporary Gravel Road including 18" culvert	4,533.00	SY	\$113.00	\$512,229.00	\$175.00	\$793,275.00	\$90.00	\$407,970.00
53A	Sodding of Temporary Gravel Road Area	4,533.00	SY	\$7.00	\$31,731.00	\$5.00	\$22,665.00	\$4.25	\$19,265.25
54	Paving Overlay	9,115.00	SY	\$16.00	\$145,840.00	\$45.00	\$410,175.00	\$23.00	\$209,645.00
55	Access Driveway off of US Hwy 70 including 24" culvert	193.00	SY	\$280.00	\$54,040.00	\$600.00	\$115,800.00	\$207.00	\$39,951.00
56	Bore with 54" Steel Casing, complete in place, including restrained GRP SN 72 pipe w/testing	300.00	LF	\$2,620.00	\$786,000.00	\$2,300.00	\$690,000.00	\$2,300.00	\$690,000.00
57	Hwy Xing #1, complete in place. Bore w/54" Steel Casing, incl. restrained GRP SN 72 pipe w/testing	123.00	LF	\$2,740.00	\$337,020.00	\$2,500.00	\$307,500.00	\$2,500.00	\$307,500.00
58	RR Xing #1, complete in place, Bore w/60" Steel Casing, incl. restrained DIP Class 53 pipe w/testing	120.00	LF	\$4,300.00	\$516,000.00	\$3,400.00	\$408,000.00	\$3,700.00	\$444,000.00
59	WWC1 Suspended Pipe Diversion complete in place, excluding pipe	20.00	LF	\$450.00	\$9,000.00	\$2,600.00	\$52,000.00	\$615.00	\$12,300.00
60	Stream Crossing #1, complete in place, including 42" SN 72 GRP conc. encased w/ testing	75.00	LF	\$1,250.00	\$93,750.00	\$1,900.00	\$142,500.00	\$1,615.00	\$121,125.00
61	Stream Crossing #1.1, complete in place, including 24" SN 72 GRP conc. encased w/ testing	100.00	LF	\$750.00	\$75,000.00	\$1,600.00	\$160,000.00	\$880.00	\$88,000.00
62	Stream Crossing #2, complete in place, including 42" SN 72 GRP conc. encased w/ testing	125.00	LF	\$1,250.00	\$156,250.00	\$1,500.00	\$187,500.00	\$1,650.00	\$206,250.00
63	Memphis Arlington Road and Stream Crossing #3, complete in place, incl. 42" SN 72 GRP conc. encased w/testing	149.00	LF	\$1,250.00	\$186,250.00	\$1,650.00	\$245,850.00	\$1,780.00	\$265,220.00
64	Stream Crossing #4, complete in place, including 42" SN 72 GRP conc. encased w/ testing	120.00	LF	\$1,250.00	\$150,000.00	\$1,500.00	\$180,000.00	\$1,570.00	\$188,400.00
65	Stream Crossing #4.1, complete in place, including 18" DR 21 C900 conc. encased w/ testing	100.00	LF	\$615.00	\$61,500.00	\$1,600.00	\$160,000.00	\$680.00	\$68,000.00
66	Trench plugs	78.00	CY	\$1,400.00	\$109,200.00	\$1,000.00	\$78,000.00	\$1,150.00	\$89,700.00
67	Dewatering	19,440.00	LF	\$25.00	\$486,000.00	\$310.00	\$6,026,400.00	\$14.00	\$272,160.00
68	Overexcavation if required as directed by the City	9,000.00	CY	\$35.00	\$315,000.00	\$41.00	\$369,000.00	\$17.00	\$153,000.00
69	Flowable Fill, if required, as directed by the City	1,000.00	CY	\$215.00	\$215,000.00	\$160.00	\$160,000.00	\$98.00	\$98,000.00
70	Stone AASHTO 57 if required, as directed by the City	3,000.00	CY	\$92.00	\$276,000.00	\$70.00	\$210,000.00	\$80.00	\$240,000.00
71	Stone TDOT 303.01, if required, as directed by the City	3,000.00	CY	\$89.00	\$267,000.00	\$70.00	\$210,000.00	\$78.00	\$234,000.00
72	Stone AASHTO #8, if required, as directed by the City	3,000.00	CY	\$95.00	\$285,000.00	\$70.00	\$210,000.00	\$78.00	\$234,000.00
73	Suitable Backfill, if required, as directed by the City	3,500.00	CY	\$30.00	\$105,000.00	\$43.00	\$150,500.00	\$10.00	\$35,000.00
74	Sand, if required, as directed by the City	100.00	Ton	\$75.00	\$7,500.00	\$57.00	\$5,700.00	\$19.00	\$1,900.00
75	Post construction sewer televising	1.00	LS	\$272,000.00	\$272,000.00	\$67,500.00	\$67,500.00	\$102,000.00	\$102,000.00
76	Temporary construction exit	8.00	EA	\$8,800.00	\$70,400.00	\$10,000.00	\$80,000.00	\$10,000.00	\$80,000.00
77	ALLOWANCE FOR 3RD PARTY TESTING	1.00	LS		\$250,000.00		\$250,000.00		\$250,000.00
TOTAL BID SCHEDULE A INCLUDING PROJECT ALLOWANCE:					\$25,763,747.00		\$37,473,065.00		\$21,967,264.23



February 23, 2023

Emily Harrell, PE, CPESC, City Engineer
City of Lakeland
10001 US Highway 70
Lakeland, TN 38002-9756

**RE: City of Lakeland Clear Creek Interceptor Sanitary Sewer Interceptor Phase A
SRF Project 2022-476
Recommendation to Award**

Dear Ms. Harrell,

On December 15, 2022, the Division of Water Resources State Revolving Loan Fund Program, issued approval of the plans and specifications for SRF Project 2022-476, Clear Creek Interceptor Sanitary Sewer Phase A. This approval allowed the City of Lakeland to proceed with advertising and receiving bids for the project.

The project was advertised for bid on January 5, 2023. A mandatory pre-bid conference was held on January 24, 2023. The pre-bid meeting was well attended. The minutes of the meeting were provided to bidders as a part of Addendum No. 1. As a result of bidders' questions, a total of 4 addendum were issued.

The City received bids on February 16, 2023. Three bids were opened and read. A fourth bid was not read due to an incomplete bid form. The apparent low bidder is Eutaw Construction Company of Petal, MS. The bid amount is \$21,967,264.23.

Buchart Horn reviewed the bid packages and prepared the certified bid tab, which was distributed on February 21, 2023.

As part of the bid package, bidders were required to submit a summary of bidder's experience. The bid documents required bidders demonstrate experience with installing deep, large diameter sewers, performing pump station tie-ins, and completing bore and jack installations. BH interviewed the listed references to discuss the bidder's performance under these similar type projects. A summary of the interviews has been provided to you under separate correspondence. All references were very positive.

Based on the review of the bidder's package and verification of the bidder's experience, Buchart Horn Inc. recommends that the City of Lakeland award SRF Project 2022-476, Clear Creek Interceptor – Sanitary Sewer Phase A to Eutaw Construction Company.

Should you have any questions, please contact me.

Sincerely,
BUCHART HORN, INC.


Diane C. Vesely, PE
Associate Vice President
(901) 619-6177 (cell)

cc. Laralee Page, Community Development Partners, LLC

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and Eutaw Construction Company hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of sanitary sewer improvements; and,

WHEREAS, Eutaw Construction Company, 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 Clear Creek Interceptor – Sanitary Sewer Phase A, Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by Buchart Horn, Inc. 3150 Lenox Park Blvd. Memphis, TN, , 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 **MONTH DAY, 20XX**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by **MONTH DAY, 20XX**.
- 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 Twenty-One Million Nine Hundred Sixty-Seven Thousand Two Hundred Sixty-Four Dollars and Twenty-Three Cents (\$21,967,264.23), 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 through BF-4 and BS-1 through BS-2) 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-6, 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 Bidder's Experience Form
- 8.5 Affidavits of Drug Free Workplace; American Iron and Steel; and Non-Boycott of Israel
- 8.6 Addenda, if applicable
- 8.7 Performance Bond
- 8.8 Payment Bond
- 8.9 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.10 2013 Standard General Conditions of the Construction Contract (Pages i to 65, inclusive).
- 8.11 Standard Supplementary Conditions (Pages SSC-1 to SSC-14, inclusive).
- 8.12 Clean Water State Revolving Funds Requirements and completed forms (Section SRF)
- 8.13 General Requirements (Division 1) consisting of ten (10) sections
- 8.14 City of Lakeland Standard Construction Specifications consisting of seventeen (17) sections and one (1) modified sections
- 8.15 Notice of Award.
- 8.16 Notice to Proceed.
- 8.17 Minutes of the Pre-Bid Conference.

- 8.18 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.19 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.
- 8.20 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: Clear Creek Interceptor – Sanitary Sewer Phase A)

DATED this _____ day of _____, 2023

ATTEST: _____ CONTRACTOR:
Eutaw Construction Company
410 Old Richton Road
Pearl, MS 39465

By: _____ By: _____

Title: _____ Title: _____

ATTEST:

By: _____
Debra Murrell
Title: City Recorder

OWNER:
CITY OF LAKELAND, TENNESSEE
A Municipal Corporation

By: _____
Josh Roman
Title: Mayor

Meeting Cycle: Thursday, March 2, 2023

Subject: **Resolution** - accepting dedication of public improvements in Winstead Farms Planned Development Lot A and authorizing the reduction of security for public and common improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1, Area 2 Phase 2, and Lot A.

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

City Staff recommends the Board of Commissioners approve Resolution R-36-2023.

BUDGET IMPACT

There is no budgetary impact related to this resolution.

DISCUSSION

The Board of Commissioners approved a Residential Development Contract for Winstead Farms Planned Development Areas 1 & 2 Phase 1 in February 2018, Area 2 Phase 2 in February 2018, and Lot A in March 2019. Upon execution of the development contract, the developer, Renaissance Developments, LLC, provided a security for Public and Common Improvements for each phase in the amount of \$25,000, \$37,458.42, and \$89,612.16 respectively. Areas 1 & 2 Phase 1 did not include new public improvements, as the infrastructure was installed with the original Winstead Farms subdivision construction. Area 2 Phase 2 public improvements were accepted in November 2019.

The surface asphalt has been placed in all phases and all warranty work on the remaining infrastructure has been completed. The City Engineer recommends reducing the security to \$5,000 for Areas 1 & 2 Phase 1, \$5,000 for Area 2 Phase 2, and \$10,000 for Lot A to cover the one-year warranty on the surface asphalt.

RESOLUTION R-36-2023

ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS FOR WINSTEAD FARMS PLANNED DEVELOPMENT AREA A AND AUTHORIZING THE REDUCTION OF SECURITY FOR PUBLIC AND COMMON IMPROVEMENTS IN WINSTEAD FARMS PLANNED DEVELOPMENT AREAS 1 & 2 PHASE 1, AREA 2 PHASE 2, AND LOT A

WHEREAS, Renaissance Developments, LLC issued a letter of credit to the City of Lakeland as a security for the construction of Public and Common Improvements in Winstead Farms Planned Development Areas 1 & 2 Phase 1 in the amount of twenty-five thousand dollars (\$25,000.00), Area 2 Phase 2 in the amount of thirty-seven thousand four hundred fifty-eight dollars and forty-two cents (\$37,458.42), and Area A in the amount of eighty-nine thousand six hundred twelve dollars and sixteen cents (\$89,612.16); and,

WHEREAS, the Developer has completed all punch list items and has installed the final surface course asphalt in all phases; and,

WHEREAS, all public improvements in Winstead Farms Lot A 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 for Areas 1 & 2 Phase 1 from twenty-five thousand dollars (\$25,000.00) to five thousand dollars (\$5,000.00), Area 2 Phase 2 from thirty-seven thousand four hundred fifty-eight dollars and forty-two cents (\$37,458.42) to five thousand dollars (\$5,000.00), and Lot A from eighty-nine thousand six hundred twelve dollars and sixteen cents (\$89,612.16) to ten thousand dollars (\$10,000.00):

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the public improvements within Winstead Farms Planned Development Area A are hereby accepted and a reduction in the security for Public and Common Improvements is authorized for Areas 1 & 2 Phase 1 from twenty-five thousand dollars (\$25,000.00) to five thousand dollars (\$5,000.00), Area 2 Phase 2 from thirty-seven thousand four hundred fifty-eight dollars and forty-two cents (\$37,458.42) to five thousand dollars (\$5,000.00), and Lot A from eighty-nine thousand six hundred twelve dollars and sixteen cents (\$89,612.16) to ten thousand dollars (\$10,000.00).

RESOLUTION R-36-2023

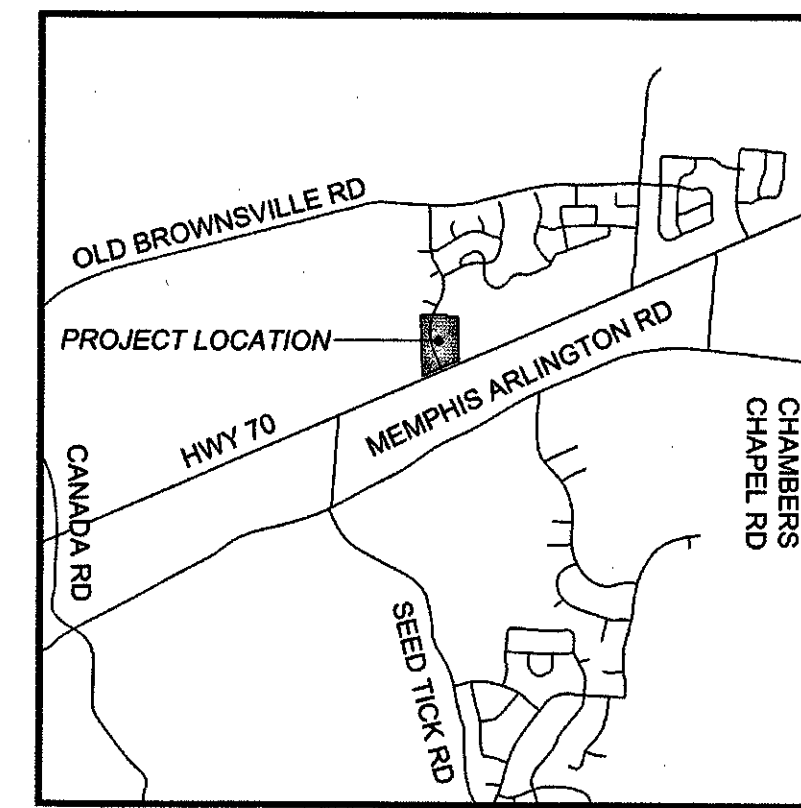
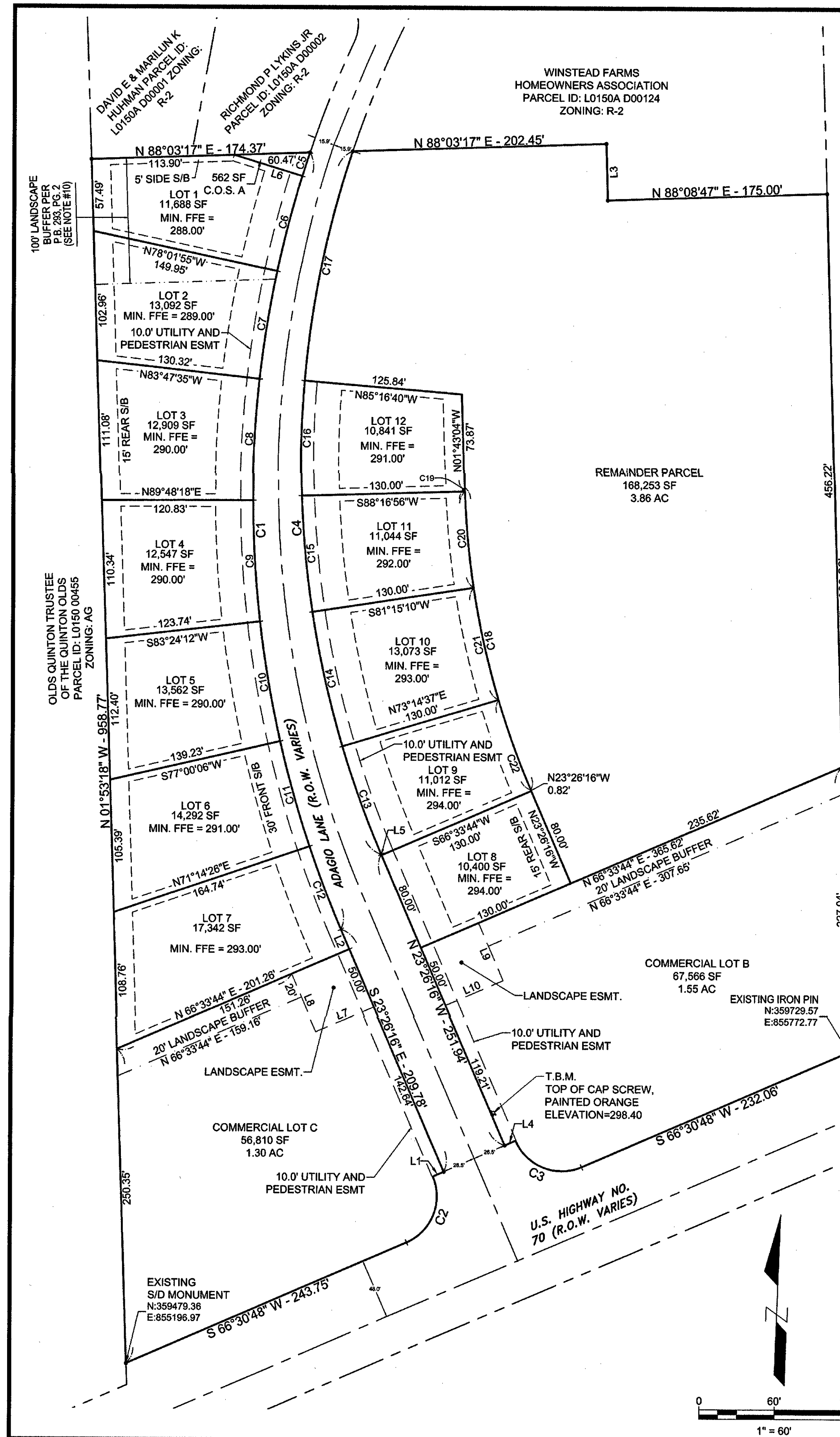
ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS FOR WINSTEAD FARMS
PLANNED DEVELOPMENT AREA A AND AUTHORIZING THE REDUCTION OF
SECURITY FOR PUBLIC AND COMMON IMPROVEMENTS IN WINSTEAD FARMS
PLANNED DEVELOPMENT AREAS 1 & 2 PHASE 1, AREA 2 PHASE 2, AND LOT A

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	632.77	865.47	41° 53' 28"	S2° 29' 33"E	618.77
C2	62.80	40.00	89° 57' 04"	S21° 32' 16"W	56.54
C3	62.87	40.00	90° 02' 56"	N68° 27' 44"W	56.59
C4	572.83	784.41	41° 49' 38"	N2° 31' 28"W	560.00
C5	19.78	865.47	1° 18' 34"	S17° 47' 53"W	19.78
C6	78.18	865.47	5° 10' 31"	S14° 33' 21"W	78.15
C7	87.02	865.47	5° 45' 40"	S9° 05' 15"W	86.99
C8	96.70	865.47	6° 24' 06"	S3° 00' 22"W	96.65
C9	96.70	865.47	6° 24' 06"	S3° 23' 45"E	96.65
C10	96.70	865.47	6° 24' 06"	S9° 47' 51"E	96.65
C11	87.02	865.47	5° 45' 40"	S15° 52' 44"E	86.98
C12	70.67	865.47	4° 40' 42"	S21° 05' 55"E	70.65
C13	91.47	784.41	6° 40' 53"	N20° 05' 48"W	91.42
C14	109.65	784.41	8° 00' 33"	N12° 45' 07"W	109.56
C15	92.93	784.41	6° 47' 16"	N5° 21' 12"W	92.87
C16	91.48	784.41	6° 40' 55"	N1° 22' 53"E	91.43
C17	187.10	784.41	13° 40' 00"	N11° 33' 20"E	186.66
C18	248.08	654.41	21° 43' 12"	N12° 34' 40"W	246.60
C19	3.31	654.41	0° 17' 23"	S1° 51' 45"E	3.31
C20	76.98	654.41	6° 44' 24"	S5° 22' 39"E	76.94
C21	91.48	654.41	8° 00' 33"	S12° 45' 07"E	91.40
C22	76.31	654.51	6° 40' 49"	S20° 05' 49"E	76.27

FINAL DEVELOPMENT PLAN
PHASE I
RE-SUBDIVISION OF LOT B AND LOT C
WINSTEAD FARMS
PLANNED MIXED USE DEVELOPMENT
LAKELAND, TENNESSEE
JULY 2018
SCALE: 1" = 60'
TOTAL AREA: 10.21 ACRES
SUBDIVIDED LOTS: 13 - ZONED: R-2 - RESIDENTIAL
SUBDIVIDED LOTS: 2 - ZONED: C-2 - COMMERCIAL

OWNER: WINSTEAD FARMS, LLC OWNER/DEVELOPER: RENAISSANCE DEVELOPMENTS, LLC ENGINEER: MCCARTY GRANBERRY ENG.
22860 HIGHWAY 196 3157 HIGHWAY 64, SUITE 200 198 PROGRESS ROAD
ARLINGTON, TN 38002 EADS, TN 38028 COLLIERSVILLE, TN 38017

- NOTES:
1. ALL RESIDENTIAL LOTS/LOT OWNERS ARE BOUND BY THE COVENANTS/RESTRICTIONS/BYLAWS RECORDED IN INST. NO. 12-01-5-15-1.
 2. COMMON OPEN SPACE SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT.
 3. BENCHMARK (T.B.M.): TOP OF FIRE HYDRANT CAP SCREW, PAINTED ORANGE, LOCATED ON THE EAST SIDE OF ADAGIO LANE. ELEVATION ON T.B.M. WAS DERIVED FROM GPS OBSERVATION UTILIZING TDOT REFERENCE STATION #45. ELEVATION: 298.40
 4. ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
 5. ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS. DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
 6. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP No. 47157C 0215 G, COMMUNITY PANEL No. 470402 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013.
 7. ONE (1) STREET TREE PER 40' OF FRONTAGE ALONG PUBLIC STREETS SHALL BE REQUIRED ON ALL RESIDENTIAL LOTS.
 8. THERE SHALL BE A FIVE (5) FOOT UTILITY EASEMENT AROUND THE FRONT, SIDES, AND REAR OF ALL LOTS.
 9. 100' LANDSCAPE BUFFER PER P.B. 239, PG. 2 TO BE REMOVED WITH RECORDING OF THIS PLAT.

FINAL PLAN SUBDIVISION PLAT DATA	
SUBDIVISION NAME:	WINSTEAD FARMS MIXED USE PLANNED DEVELOPMENT
PARCEL ID NUMBER(S) OF PARENT PARCEL:	L01510A D00128 & L0150A D00127
EXISTING ZONING AND APPLICABLE OVERLAYS:	C-2: COMMERCIAL W/ PD OVERLAY
GROSS ACREAGE OF SUBJECT PROPERTY:	10.21 AC
NET ACREAGE OF SUBJECT PROPERTY (LESS ROW & PARK DEDICATION):	10.21 AC
NUMBER OF LOTS (EXCLUDING COMMON OPEN SPACE):	15
PERCENTAGE OF LAND TO BE DISTURBED:	5.63%
MINIMUM LOT SIZE:	Bulk Requirements: 7,000 SF
MINIMUM REQUIRED SETBACKS:	
Front yard:	30 FT
Side yard:	5 FT
Rear yard:	15 FT
MINIMUM LOT WIDTH:	
PROPERTY OWNER(S):	WINSTEAD FARMS, LLC
Address:	22860 HIGHWAY 196 ARLINGTON, TN 38002
Phone No.:	(901) 867-8116
Fax No.:	N/A
E-mail address:	winstead@winstead.com
Contact Name:	ROBERT WINSTEAD
PROPERTY OWNER/DEVELOPER(S):	RENAISSANCE DEVELOPMENTS, LLC
Address:	3157 HIGHWAY 64, SUITE 200 EADS, TN 38028
Phone No.:	(901) 466-4101
Fax No.:	(901) 466-4104
E-mail address:	dsuwin@rendevco.net
Contact Name:	DOUGLAS SWINK
APPLICANT/DESIGN PROFESSIONAL:	MCCARTY GRANBERRY ENG.
Address:	198 Progress Road, Collierville, TN 38017
Phone No.:	(901) 634-4307
Fax No.:	N/A
E-mail address:	mccarty@mccartygranberry.com
Contact Name:	John McCarty

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	9.50	N66° 33' 44"E
L2	17.13	S23° 26' 16"E
L3	45.00	N1° 43' 45"W
L4	9.50	S66° 33' 44"W
L5	0.82	N23° 26' 16"W
L6	56.92	S72° 51' 24"E
L7	50.00	N66° 33' 44"E
L8	50.00	N23° 26' 16"W
L9	50.00	N23° 26' 15"W
L10	50.00	N66° 33' 44"E

SIDEWALK CHART	
4.5' WIDE GRASS STRIP	
5' WIDE SIDEWALK	

RECORDED:

08/03/2018 11:20 AM

18078486

2 PGS

PLAT BOOK: 278

PAGE: 23

RECORDING FEE: 15.00

DP FEE: 2.00

TOTAL AMOUNT: 17.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

STORMWATER DETENTION NOTE:

THE AREAS DENOTED BY "STORMWATER DETENTION ESMT. AREA" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. THE STORMWATER DETENTION SYSTEMS LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNERS' ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, AND OUTLET CLEANING.

INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE STORMWATER MANAGEMENT FACILITIES RECORDED IN INST. NO. _____ IN THE SHELBY COUNTY, TN REGISTERS OFFICE.

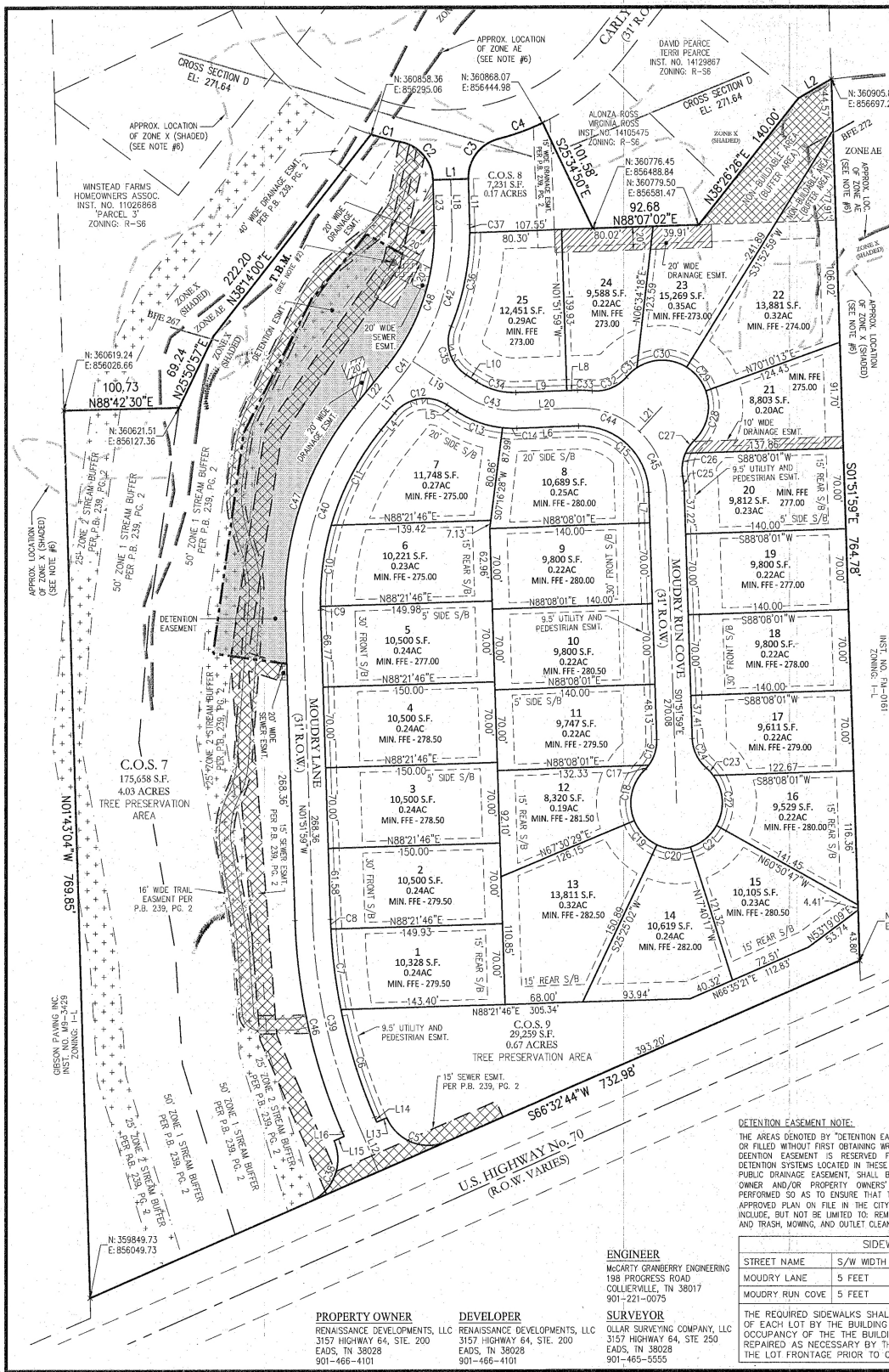
CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRN
C21	40.50'	127.71'	180°40'04"	81.00'	N0116°10'W
C22	34.50'	33.34'	055°21'47"	32.05'	S63°55'19"W
C23	34.50'	11.59'	019°14'27"	11.53'	S26°37'11"W
C24	493.41'	65.90'	007°39'09"	65.85'	S131°0'23"E
C25	493.41'	55.19'	006°24'33"	55.16'	S06°08'32"E
C26	493.41'	10.51'	001°13'12"	10.51'	S02°19'39"E
C27	90.50'	12.48'	007°54'06"	12.47'	N05°40'07"W
C28	90.50'	63.62'	040°16'31"	62.31'	N29°45'25"E
C29	90.50'	63.04'	039°54'46"	61.78'	N69°51'04"E
C31	34.50'	51.74'	085°55'30"	47.02'	S46°50'42"E
C32	34.50'	14.06'	023°20'50"	13.96'	S07°47'28"W
C33	784.41'	43.02'	003°08'32"	43.01'	S16°48'04"W
C34	784.41'	50.79'	003°42'35"	50.78'	S13°23'30"W
C35	784.41'	14.73'	001°04'32"	14.73'	S18°55'36"E
C36	90.50'	43.16'	027°19'35"	42.75'	N76°08'39"E

LINE TABLE		
LINE	LENGTH	BEARING
L1	45.00'	N01°43'45"W
L2	9.35'	S74°10'01"E
L3	18.16'	S23°26'16"E
L4	25.24'	S23°26'16"E
L5	18.50'	N26°50'23"E
L6	24.51'	N26°50'23"E
L7	20.00'	N63°09'37"W
L8	28.90'	N26°50'23"E
L9	11.63'	N26°50'23"E

RECORDED

1 OF 2

Page 06 of 140



GENERAL NOTES:

- COMMON OPEN SPACES AND DETENTION PONDS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT.
- TEMPORARY BENCHMARK (T.B.M.): TOP OF SEWER MANHOLE LOCATED 120' FROM CL OF EARLY DRIVE AS SHOWN HEREON. ELEVATION ON (T.B.M.) WAS DERIVED FROM GPS OBSERVATION UTILIZING TDDT REFERENCE STATION #45. ELEV. 273.76.
- ALL SIDE AND REAR YARD SWALES ARE TO ACT AS DRAINAGE WAYS. THEY ARE PRIVATE AND ARE TO BE MAINTAINED BY THE OWNER.
- ALL SIDEWALK DRIVE/STREET CROSSINGS SHALL MEET CURRENT ADA AND CITY REGULATIONS.
- DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT ALL SIGHT TRIANGLES ARE CLEAR OF OBSTRUCTIONS.
- A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE AND ZONE X (SHADED) WHICH ARE LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP, MAP NO. 4715700215G, COMMUNITY PANEL NO. 474042 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013. ALL LOTS IN ZONE AE & FLOODWAY SHOWN HEREON WERE SCALED ONTO THIS PLAT FROM FLOOD INSURANCE RATE MAP, MAP NO. 4715700215G, COMMUNITY PANEL NO. 474042 0215 G, EFFECTIVE DATE: FEBRUARY 6, 2013.
- THERE SHALL BE A NINE AND A HALF (9.5) FOOT UTILITY EASEMENT AROUND THE FRONT AND A FIVE (5) FOOT UTILITY EASEMENT AROUND THE SIDES, AND REAR OF ALL LOTS.
- COMMON OPENS SPACES 7 AND 9 SHALL BE DESIGNATED AS TREE SAVE AREAS.
- LOTS DIRECTLY ADJACENT TO COMMON OPEN SPACE 9 SHALL BE REQUIRED A CONSISTENT FENCE TREATMENT ALONG THE SOUTH PROPERTY LINES.
- ALL LOTS SHALL COMPLY WITH CITY OF LAKELAND TREE MANAGEMENT ORDINANCE.
- ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER **18074487**.
- THE CITY OF LAKELAND SHALL HAVE THE RIGHT TO ENTER THE PROPERTY FOR THE PURPOSE OF MAINTAINING DRAINAGE, WATER, AND SEWER SYSTEMS WITHIN PUBLIC EASEMENTS. HOWEVER, THE CITY DOES NOT HAVE THE RESPONSIBILITY TO REPAIR ANY DAMAGE TO THE GROUND CAUSED BY SOIL SETTLEMENT OR OTHER REASONS THAT ARE NOT CAUSED DIRECTLY BY THE CITY'S ACTION OF PERFORMING MAINTENANCE TO THE UNDERGROUND SYSTEM.
- THE SIXTEEN (16) FOOT WIDE TRAIL EASEMENT SHOWN HEREON DIFFERS IN LOCATION FROM THE SIXTEEN (16) FOOT WIDE TRAIL EASEMENT RECORDED IN PLAT BOOK 239, PAGE 2. THE LOCATION OF SAID SIXTEEN (16) FOOT WIDE TRAIL EASEMENT AS SHOWN HEREON SUPERSEDES THE LOCATION AS SHOWN IN SAID PLAT BOOK 239, PAGE 2.
- COMMON OPEN SPACES 7 AND 9 DETENTION AREAS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION AND DEEDED TO THE HOMEOWNERS' ASSOCIATION AT THE TIME OF DEVELOPMENT RECORDING.
- THE TREE PRESERVATION AREA (C.O.S. 9) SHALL NOT BE USED AS A BUILDING SITE AND IS INTENDED TO REMAIN IN ITS NATURAL STATE. NO TREES CAN BE REMOVED UNLESS THEY ARE A THREAT TO THE SAFETY AND HEALTH OF THE CITY OR ADJACENT LOT OWNERS/ADJACENT ROADWAYS. MAINTENANCE IN THIS AREA SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, REMOVAL OF FALLEN LIMBS/TREES AND PLANTING OF NEW TREES IN ORDER TO PROVIDE GREATER SCREENING.

STREET TREE NOTES:

- EACH LOT SHALL HAVE ONE (1) TREE (2"-2.5" CALIPER MINIMUM) FOR EVERY FORTY (40) FEET OF STREET FRONTAGE WITH A MINIMUM OF ONE (1) STREET TREE PER STREET FRONTAGE.
- STREET TREE SPACING MAY BE ADJUSTED TO ACCOMMODATE DRIVEWAYS, UTILITIES, ETC. SO LONG AS THE MINIMUM SPACING REQUIREMENT IS MET.
- STREET TREES SHALL BE MEDIUM OR LARGE OVERSTORY TREES IN ACCORDANCE WITH THE CITY OF LAKELAND TREE SPECIES SELECTION LIST.

FINAL SUBDIVISION PLAT DATA

SUBDIVISION NAME		WINSTEAD FARMS PMUD LOT A & COMMERCIAL COS AMENDED
PARCEL ID NUMBER(S) OF PARENT PARCEL	(PART OF) L0150A D00125 AND L0150A D00126	
EXISTING ZONING AND APPLICABLE OVERLAYS	I-L (LIGHT INDUSTRIAL) W/PD OVERLAY	
GROSS ACREAGE OF SUBJECT PROPERTY	12.21 AC	
NET ACREAGE OF SUBJECT PROPERTY (LESS ROW DEDICATION)	10.97 AC	
ACREAGE OF COMMON OPEN SPACE	4.87 AC	
NUMBER OF LOTS (EXCLUDING COMMON OPEN SPACE)	25	
PERCENTAGE OF LAND TO BE DISTURBED	59% (7.16 AC)	
Bulk Requirements:		
MINIMUM LOT SIZE	8,800 SF	
MINIMUM REQUIRED SETBACKS	TYP. UNLESS OTHERWISE NOTED ON PLAT	
Front yard	30 FT	
Side yard	5 FT	
Rear yard	15 FT	
MINIMUM LOT WIDTH (AT BLDG. SETBACK LINE)	70 FT	
(35 FT ON CUL-DE-SAC LOTS)		
PROPERTY OWNER(S): RENAISSANCE DEVELOPMENTS, LLC		
Address	3157 HWY 64, Suite 200 Eads, TN 38028	
Phone No.	(901) 466-4101	
Fax No.	(901) 466-4104	
E-mail address	djwink@rendevco.net	
Contact Name	DOUGLAS SWINK	
APPLICANT/DESIGN PROFESSIONAL: MCCARTY GRANBERRY ENG.		
Address	198 Progress Road, Collierville, TN 38017	
Phone No.	901-634-1807	
Fax No.	N/A	
E-mail address	mccarty@mccartygranberry.com	
Contact Name	John McCarty	

LINE TABLE

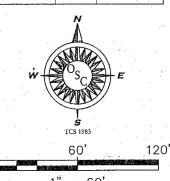
LINE	LENGTH	BEARING
L1	31.00	N88°26'10"E
L2	33.24	N59°49'54"E
L4	18.76	N39°16'12"E
L5	10.79	S56°59'32"E
L6	53.96	N88°08'01"E
L7	26.50	S01°51'59"E
L8	9.26	S88°08'01"W
L9	44.70	S88°08'01"W
L10	10.65	N56°59'32"W
L11	39.68	S01°39'55"E
L12	44.63	S23°32'44"E
L13	9.50	N66°32'44"E
L14	4.63	S23°27'16"E
L15	9.50	N66°32'44"E
L16	4.63	S23°27'16"E
L17	45.61	N39°16'12"E
L18	39.70	S01°39'55"E
L19	56.41	N56°59'32"W
L20	53.96	N88°08'01"E
L21	29.11	N43°08'01"E
L22	45.61	N39°16'12"E
L23	39.73	S01°39'55"E

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRNG
C1	202.35'	26.72'	007°33'53"	26.70'	S75°41'53"E
C2	34.50'	46.83'	077°46'47"	43.32'	S40°35'23"E
C3	34.50'	46.89'	077°51'55"	43.36'	N17°22'27"E
C4	202.35'	41.12'	011°38'40"	41.05'	N70°19'21"E
C5	40.00'	62.83'	090°00'00"	56.57'	S68°27'16"E
C6	469.50'	98.09'	011°58'12"	97.91'	S17°28'10"E
C7	469.50'	70.40'	008°35'27"	70.33'	N07°11'21"W
C8	469.50'	8.42'	001°01'39"	8.42'	N02°22'48"W
C9	234.50'	3.23'	000°47'18"	3.23'	N01°28'20"W
C10	234.50'	71.20'	017°23'44"	70.92'	N07°37'11"E
C11	234.50'	93.94'	022°57'09"	93.31'	N27°47'37"E
C12	34.50'	50.42'	083°44'17"	46.05'	N81°08'20"E
C13	90.50'	42.48'	026°53'48"	40.90'	S70°26'26"E
C14	90.50'	12.60'	007°58'39"	12.59'	S87°52'39"E
C15	59.50'	93.46'	090°00'00"	84.15'	S46°51'59"E
C16	35.00'	23.62'	038°40'21"	23.18'	S17°28'12"W
C17	35.00'	5.50'	009°00'09"	5.49'	S41°18'27"W
C18	40.00'	47.68'	068°17'47"	44.91'	S11°39'38"W
C19	40.00'	29.39'	042°05'36"	28.73'	S43°32'03"E
C20	40.00'	30.08'	043°05'30"	29.38'	S80°07'36"E
C21	40.00'	30.14'	043°10'40"	29.44'	N50°44'19"E
C22	40.00'	45.98'	065°51'51"	43.49'	N03°46'56"W
C23	40.00'	8.96'	012°49'38"	8.94'	N43°07'41"W
C24	35.00'	29.12'	047°40'31"	28.29'	N25°42'14"W
C25	90.50'	12.94'	008°11'31"	12.93'	N05°57'45"W
C26	34.50'	20.41'	033°53'54"	20.12'	N06°53'27"E

CURVE TABLE

CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BRNG
C27	34.50'	13.47'	022°22'13"	13.38'	N35°01'30"E
C28	40.50'	46.68'	066°02'24"	44.14'	N31°12'25"E
C29	40.50'	27.06'	038°17'14"	26.56'	N38°58'24"W
C30	40.50'	45.92'	064°54'34"	43.50'	S89°24'12"W
C31	40.50'	11.92'	016°51'59"	11.88'	S48°29'25"W
C32	35.00'	33.84'	055°23'42"	32.54'	N68°11'29"E
C33	30.00'	12.94'	008°11'31"	12.93'	S87°46'13"E
C34	59.50'	36.22'	034°52'27"	35.66'	N74°25'45"W
C35	34.50'	47.80'	079°23'11"	44.07'	N17°75'56"W
C36	215.50'	83.36'	022°09'44"	82.84'	N11°8'48"E
C37	215.50'	7.14'	001°53'51"	7.14'	N00°43'00"W
C38	40.00'	62.83'	090°00'00"	56.57'	N12°32'44"E
C39	485.00'	182.74'	021°35'18"	181.66'	S12°39'38"E
C40	250.00'	179.49'	044°10'11"	175.66'	S18°42'06"W
C41	200.00'	17.90'	005°07'50"	17.90'	N36°42'19"E
C42	200.00'	124.99'	035°48'22"	122.96'	N16°14'16"E
C43	75.00'	45.65'	034°52'27"	44.95'	S74°25'45"E
C44	75.00'	58.90'	045°00'00"	57.40'	N24°21'59"W
C45	500.50'	188.58'	021°35'18"	187.47'	S12°39'38"E
C46	265.50'	190.62'	044°10'11"	186.55'	S18°42'06"W
C48	184.50'	131.82'	040°56'07"	129.03'	N18°48'08"E



FINAL DEVELOPMENT PLAN
LOT A & COMMERCIAL COS AMENDED
WINSTEAD FARMS
PLANNED MIXED USE DEVELOPMENT

RECORDED IN P.B. 239, PG. 2

LAKELAND, TENNESSEE
SUBDIVIDED RESIDENTIAL LOTS: 25
ZONED: I-L (LIGHT INDUSTRIAL) W/PD OVERLAY
AREA: 12.21 ACRES
DATE: JULY 13, 2020

OWNER: RENAISSANCE DEVELOPMENTS, LLC
DEVELOPER: RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, SUITE 200 - EADS, TN 38028

DETENTION EASEMENT NOTE:

THE AREAS DENOTED BY "DETENTION EASEMENT" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. THE DETENTION EASEMENT IS RESERVED FOR STORMWATER DETENTION. THE STORMWATER DETENTION SYSTEMS LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNERS' ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, AND OUTLET CLEANING.

SIDEWALK CHART

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURBLINE
STREET NAME	5 FEET	EAST	4.5 FEET
MOUDRY RUN COVE	5 FEET	BOTH	4.5 FEET

THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE FRONTAGE OF EACH LOT BY THE BUILDING PERMIT HOLDER PRIOR TO USE AND OCCUPANCY OF THE BUILDING. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE BUILDING.

ENGINEER
MCCARTY GRANBERRY ENGINEERING
198 PROGRESS ROAD
COLLIERVILLE, TN 38017
901-221-0075

SURVEYOR
GLAR SURVEYING COMPANY, LLC
2515 HIGHWAY 64, STE. 250
EADS, TN 38028
901-465-5555

PROPERTY OWNER
RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, STE. 200
EADS, TN 38028
901-466-4101

DEVELOPER
RENAISSANCE DEVELOPMENTS, LLC
3157 HIGHWAY 64, STE. 200
EADS, TN 38028
901-466-4101

RECORDED:

20078879-
07/29/2020 02:22:57 PM
BK 287 PG 2
Shelanda Y. Ford
REGISTER OF DEEDS-SHELBY COUNTY, TENNESSEE

Page 97 of 149
1 OF 2

RESOLUTION R-33-2023

AUTHORIZING THE CITY MANAGER TO ENGAGE REAL ESTATE AND/OR
FINANCIAL ADVISORY SERVICES IN SUPPORT OF ECONOMIC DEVELOPMENT
WITHIN THE LAKELAND GATEWAY TIF DISTRICT

- WHEREAS,** the Industrial Development Board of the City of Lakeland, Tennessee, (the “Lakeland IDB”) approved an Economic Impact Plan for the Lakeland Gateway Tax Increment Financing (the “Lakeland Gateway TIF”) on February 16, 2023; and,
- WHEREAS,** the Board of Commissioners of the City of Lakeland, Tennessee, (the “BOC”) approved the Lakeland Gateway TIF on February 16, 2023; and,
- WHEREAS,** the Board of Commissioners of Shelby County, Tennessee, approved the Lakeland Gateway TIF on February 22, 2023; and,
- WHEREAS,** the BOC desires to support the City of Lakeland City Manager in recommending appropriate revitalization measures within the Lakeland Gateway TIF; and,
- WHEREAS,** the BOC desires to enable the City Manager to engage needed real estate and/or financial advisory services in support of these revitalization and development efforts:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Lakeland, Tennessee, that the City Manager is hereby authorized to obtain proposals from qualified real estate and/or financial advisory service providers and engage such services in accordance with all requirements of the City of Lakeland’s procurement policies.

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

Josh Roman, *Mayor*

ATTEST:

Debra Murrell
City Recorder

Meeting Cycle: Thursday, March 2, 2023

Subject: **Discussion and Possible Action** - potential revisions to Lakeland's noise ordinance. *Sponsored by Vice-Mayor Wright*

Staff Contact: Michael Walker, City Manager

STAFF RECOMMENDATION

There is no City Staff recommendation, as this is a discussion item presented by Vice-Mayor Wright.

BUDGET IMPACT

There is no budgetary impact related to this item.

DISCUSSION

For discussion purposes, below is the text of the City of Lakeland's current noise ordinance:

TITLE 11

MUNICIPAL OFFENSES

CHAPTER 3

OFFENSES AGAINST THE PEACE AND QUIET

SECTION

11-301. Disturbing the peace.

11-302. Loud and disturbing noises prohibited.

11-303. Noise curfew imposed.

11-304. Violations.

11-301. Disturbing the peace. No person shall disturb, tend to disturb, or aid in disturbing the peace of others by violent, tumultuous, offensive, or boisterous conduct, and no person shall knowingly permit such conduct upon any premises owned or possessed by him or under his control. (1989 Code, § 10-201)

11-302. Loud and disturbing noises prohibited. The creation of any unreasonably loud, disturbing, or unnecessary noise within the limits of the city is prohibited. Any noise of such character, intensity or duration as to be detrimental to the life, or health of any individual, or in disturbance of the public peace and welfare is prohibited. (1989 Code, § 10-217, as replaced by Ord. #05-80, Aug. 2005)

11-303. Noise curfew imposed. It shall be unlawful for any person, organization, corporation, group or agent or representative, invitee, or employee thereof to make any loud or disturbing

noise within the limits of the city, at anytime or place, so as to annoy or disturb the quiet, comfort or repose of any person in the vicinity. (as added by Ord. #05-80, Aug. 2005)

11-304. Violations. Any violation of the provisions of this chapter shall be punishable by a fine as provided by the Lakeland Municipal Code. (as added by Ord. #05-80, Aug. 2005)

EXPENDITURE TRENDS

PUBLIC WORKS AND ENGINEERING



1. Scope
2. Public Works Expenditure Trends
3. State Street Aid Fund
4. Solid Waste Fund
5. Engineering Expenditure Trends
6. Engineering Capital Outlays
7. Stormwater Fund
8. Sewer Fund
9. 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

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 43000 148 000 00000 000	PW - Education/Training	\$ 2,776	\$ 1,923	\$ 1,086	\$ 3,000
110 E 43000 230 000 00000 000	PW - Publicity/Dues	\$ 380	\$ 390	\$ 400	\$ 500
110 E 43000 241 000 00000 000	PW - Electric	\$ 3,313	\$ 3,330	\$ 3,332	\$ 5,500
110 E 43000 245 000 00000 000	PW - Telephone	\$ 1,332	\$ 2,565	\$ 6,608	\$ 2,000
110 E 43000 245 000 00000 019	PW - Telephone - CARES	\$ 451	\$ 2,128	\$ -	\$ -
110 E 43000 254 000 00000 000	PW - Architectural, Engineerin	\$ 10,352	\$ 8,886	\$ 9,079	\$ 15,000
110 E 43000 259 000 00000 000	PW - Other Prof. Services	\$ 18,679	\$ 5,875	\$ -	\$ 10,000
110 E 43000 261 000 00000 000	PW - Repair & Maintenance Moto	\$ 5,144	\$ 8,756	\$ 10,030	\$ 11,000
110 E 43000 280 000 00000 000	PW - Travel	\$ 1,840	\$ -	\$ 2,868	\$ 5,000
110 E 43000 287 000 00000 000	PW - Meals & Entertainment	\$ -	\$ 185	\$ 995	\$ 1,000
110 E 43000 289 000 00000 000	PW - Other Contracted Service	\$ -	\$ -	\$ 99,262	\$ -
110 E 43000 290 000 00000 000	PW - Contracted Service	\$ 5,329	\$ 1,419	\$ 85,753	\$ 15,000
110 E 43000 299 000 00000 000	PW - Contingency	\$ -	\$ -	\$ -	\$ 250
110 E 43000 326 000 00000 000	PW - Uniforms	\$ 2,625	\$ 3,191	\$ 4,057	\$ 5,700
110 E 43000 331 000 00000 000	PW - Gas, Oil, Diesel	\$ 5,499	\$ 5,218	\$ 6,018	\$ 10,000
110 E 43000 333 000 00000 000	PW - Other Equip Parts & Repai	\$ 6,631	\$ 9,050	\$ 9,919	\$ 10,000
110 E 43000 341 000 00000 000	PW - Tools	\$ 8,410	\$ 17,470	\$ 14,322	\$ 18,000
110 E 43000 344 000 00000 000	PW - Safety Supplies	\$ 1,998	\$ 3,569	\$ 4,342	\$ 4,000
110 E 43000 906 000 00000 000	PW - Street Drainage Improveme	\$ 61,648	\$ -	\$ -	\$ -

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
110 E 43000 254 000 00000 000	PW - Architectural, Engineerin	\$ 10,352	\$ 8,886	\$ 9,079	\$ 15,000

- What it's for –
 - Architectural, Engineering
 - ROW Spraying

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
110 E 43000 259 000 00000 000	PW - Other Prof. Services	\$ 18,679	\$ 5,875	\$ -	\$ 10,000

- What it's for –
 - Other Professional Services
 - Cityworks Implementation
 - Job Posting
- Trends –

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
110 E 43000 261 000 00000 000	PW - Repair & Maintenance Moto	\$ 5,144	\$ 8,756	\$ 10,030	\$ 11,000

- What it's for –
 - Motor Vehicle Repair and Maintenance
 - Vehicle Preventative Maintenance
- Trends – Repairs go up as fleet turns over.

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
110 E 43000 289 000 00000 000	PW - Other Contracted Service	\$ -	\$ -	\$ 99,262	\$ -
110 E 43000 290 000 00000 000	PW - Contracted Service	\$ 5,329	\$ 1,419	\$ 85,753	\$ 15,000

- What it's for –
 - Contracted Services
 - Hazardous Tree Removal
- Trends –
 - FY2022 – The large expenditures for both lines were directly from the 2022 ice storm.

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS

		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 43000 333 000 00000 000	PW - Other Equip Parts & Repai	\$ 6,631	\$ 9,050	\$ 9,919	\$ 10,000

- What it’s for –
 - Equipment Maintenance and Repairs. This is for equipment only.
- Trends –
 - This line continues to grow as our equipment ages.

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS

		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 43000 341 000 00000 000	PW - Tools	\$ 8,410	\$ 17,470	\$ 14,322	\$ 18,000

- What it’s for –
 - Tools
 - Tools for field work and the new shop.
- Trends –
 - This line covers the purchases of small engine tools. The line will grow as we grow our services.

PUBLIC WORKS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS

		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 43000 906 000 00000 000	PW - Street Drainage Improve	\$ 61,648	\$ -	\$ -	\$ -

- What it’s for –
 - Drainage repairs
- Trends –
 - FY2020 – The items in this line is now covered in the stormwater fund.

STREETS

PUBLIC WORKS DEPARTMENT – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
121 E 43100 230 000 00000 000	STR - Publicity/Dues/Membershi	\$ 380	\$ 940	\$ 950	\$ 1,200
121 E 43100 245 000 00000 000	STR - Telephone	\$ 306	\$ 663	\$ 1,296	\$ 1,440
121 E 43100 245 000 00000 019	STR - TELEPHONE-COVID-19	\$ 260	\$ 1,387	\$ -	\$ -
121 E 43100 259 000 00000 000	STR - Other Professional Servi	\$ 5,922	\$ 194	\$ 1,521	\$ 6,000
121 E 43100 261 000 00000 000	STR - Repair & Maintenance Mot	\$ 7,206	\$ 10,920	\$ 1,700	\$ 9,000
121 E 43100 264 000 00000 000	STR - Traffic Control Lights	\$ 2,500	\$ 5,000	\$ 1,044	\$ 5,000
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	\$ 565,528	\$ 1,099,062	\$ 197,171	\$ 305,000
121 E 43100 270 000 00000 000	STR - Paving	\$ -	\$ -	\$ 616,562	\$ 3,842,924
121 E 43100 280 000 00000 000	STR - Travel	\$ 441	\$ -	\$ -	\$ 500
121 E 43100 287 000 00000 000	STR - Meals & Entertainment	\$ -	\$ 1,429	\$ 735	\$ 1,000
121 E 43100 299 000 00000 000	STR - Contingency	\$ 239	\$ -	\$ -	\$ 500
121 E 43100 320 000 00000 000	STR - Operating Supplies	\$ 940	\$ 4,746	\$ -	\$ 1,000
121 E 43100 331 000 00000 000	STR - Gas, Oil, Diesel	\$ 15,524	\$ 12,396	\$ 18,766	\$ 18,000
121 E 43100 333 000 00000 000	STR - Other Equip Parts & Repa	\$ 2,035	\$ 9,331	\$ 8,861	\$ 9,000
121 E 43100 341 000 00000 000	STR - Tools	\$ 2,438	\$ 5,226	\$ 9,821	\$ 12,000
121 E 43100 342 000 00000 000	STR - Sign Parts & Supplies	\$ 5,601	\$ 14,263	\$ 12,836	\$ 15,000
121 E 43100 344 000 00000 000	STR - Safety Supplies	\$ 270	\$ 48	\$ 216	\$ 300
121 E 43100 410 000 00000 000	STR - Concrete / Clay	\$ 1,855	\$ -	\$ 1,895	\$ 3,000
121 E 43100 452 000 00000 000	STR - Gravel & Sand	\$ 13,677	\$ 14,955	\$ 14,748	\$ 60,000

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
121 E 43100 261 000 00000 000	STR - Repair & Maintenance Mot	\$ 7,206	\$ 10,920	\$ 1,700	\$ 9,000

- What it's for –
 - Motor Vehicle Repair and Maintenance
 - Vehicle Preventative Maintenance
- Trends – Repairs go up as fleet turns over.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
121 E 43100 268 000 00000 000	STR - Repair & Maintenance Roa	\$ 565,528	\$ 1,099,062	\$ 197,171	\$ 305,000
121 E 43100 270 000 00000 000	STR - Paving	\$ -	\$ -	\$ 616,562	\$ 3,842,924

- What it's for –
 - Road Repair, Guardrail, Bridges, Asphalt Preservation, etc..
 - Road Paving
- Trends –
 - FY2022 – Paving was moved to its own line.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
121 E 43100 331 000 00000 000	STR - Gas, Oil, Diesel	\$ 15,524	\$ 12,396	\$ 18,766	\$ 18,000

- What it's for –
 - Fuel and Fluids for Vehicles and Equipment
- Trends –
 - FY2022 – Increases caused by fuel prices and leaf-collection program. The tow vehicles for the vacs are street funded.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
121 E 43100 341 000 00000 000	STR - Tools	\$ 2,438	\$ 5,226	\$ 9,821	\$ 12,000

- What it's for –
 - Tools, Weed Trimmers, Blowers, etc.
- Trends –
 - FY2022 – Purchased tools for each vehicle and will want to continue that trend for another year.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
121 E 43100 342 000 00000 000	STR - Sign Parts & Supplies	\$ 5,601	\$ 14,263	\$ 12,836	\$ 15,000

- What it's for –
 - Street Signs, Poles, Hardware, Speed Radar Signs, etc.
- Trends –
 - FY2021 – Started replacing signs with highly reflective signs.
 - FY2022 – Started keeping better stock with signs and hardware.
 - FY2023 – As the new shop becomes usable, we are trying to keep a replacement for every street sign. This helps to be more proactive in replacing lost or damaged signs.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
121 E 43100 410 000 00000 000	STR - Concrete / Clay	\$ 1,855	\$ -	\$ 1,895	\$ 3,000
121 E 43100 452 000 00000 000	STR - Gravel & Sand	\$ 13,677	\$ 14,955	\$ 14,748	\$ 60,000
121 E 43100 471 000 00000 000	STR - Asphalt & Asphalt Filler	\$ 30,825	\$ 25,519	\$ 29,762	\$ 40,000

- What it's for – Gravel, Sand, and Asphalt for Road Repairs
- Trends –
 - These expenditures depend on the total number of repairs we can get to.

STREETS

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
121 E 43100 533 000 00000 000	STR - Machinery & Equip Rental	\$ 1,714	\$ 13,398	\$ 600	\$ 5,000

- What it's for –
 - Equipment Rental for Special Uses or Replacing Out of Service Equipment.
- Trends –
 - FY2020
 - FY2021 – Skid steer rental until we could purchase the new Bobcat.

SOLID WASTE

PUBLIC WORKS DEPARTMENT – ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
424 E 43260 148 000 00000 000	SDW - Education/Training	\$ 315	\$ -	\$ -	\$ 650
424 E 43260 149 000 00000 000	SDW - Uniforms	\$ 362	\$ 163	\$ 48	\$ 500
424 E 43260 210 000 00000 000	SDW - Postage	\$ -	\$ 791	\$ 1,188	\$ 2,500
424 E 43260 220 000 00000 000	SDW - Printing	\$ 2,477	\$ 4,743	\$ 2,989	\$ 3,000
424 E 43260 245 000 00000 000	SDW - Telephone/Internet	\$ 306	\$ 663	\$ 1,188	\$ 1,000
424 E 43260 245 000 00000 019	SDW - TELEPHONE-COVID-19	\$ 260	\$ 795	\$ -	\$ -
424 E 43260 251 000 00000 000	SDW - MLGW Collection Fee	\$ 26,605	\$ 26,040	\$ 27,836	\$ 27,000
424 E 43260 259 000 00000 000	SDW - Other Professional Servi	\$ 22,494	\$ 8,732	\$ -	\$ 17,000
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	\$ 3,765	\$ 2,612	\$ 2,211	\$ 8,000
424 E 43260 280 000 00000 000	SDW - Travel	\$ 441	\$ -	\$ -	\$ 1,000
424 E 43260 287 000 00000 000	SDW - Meals & Entertainment	\$ 19	\$ -	\$ -	\$ 400
424 E 43260 289 000 00000 000	SDW - Other Contracted Service	\$ 277,786	\$ 198,656	\$ 134,269	\$ 220,000
424 E 43260 290 000 00000 000	SDW - Contracted Service	\$ 834,859	\$ 872,225	\$ 951,963	\$ 835,000
424 E 43260 290 000 00000 019	SDW - Contracted Service-CARES	\$ -	\$ 52,200	\$ (214)	\$ -
424 E 43260 295 000 00000 000	SDW - Litter Control	\$ 18,903	\$ 10,695	\$ 10,040	\$ 25,000
424 E 43260 299 000 00000 000	SDW - Contingency	\$ -	\$ -	\$ -	\$ 355
424 E 43260 331 000 00000 000	SDW - Gas, Oil, Diesel	\$ 6,872	\$ 12,500	\$ 16,106	\$ 15,000

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 251 000 00000 000	SDW - MLGW Collection Fee	\$ 26,605	\$ 26,040	\$ 27,836	\$ 27,000

- What it's for – Disposal Fees

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 259 000 00000 000	SDW - Other Professional Servi	\$ 22,494	\$ 8,732	\$ -	\$ 17,000

- What it's for –
 - Advertisements, Licensing, Hazardous Waste Contribution, etc.
- Trends –
 - FY2020 - Cityworks implementation
 - FY2021 - Cityworks implementation and advertising for disposal services
 - FY2023 – No planned use.

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 261 000 00000 000	SDW - Repair & Maintenance Veh	\$ 3,765	\$ 2,612	\$ 2,211	\$ 8,000

- What it's for –
 - Equipment repair and Maintenance Including Leaf Vacs
- Trends –
 - FY2023 – Repairs on vacs because of increased use. Tires for knuckle-boom

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 289 000 00000 000	SDW - Other Contracted Service	\$ 277,786	\$ 198,656	\$ 134,269	\$ 220,000

- What it's for –
 - Recycling Fees, Storm Damage Disposal, and Solid Waste Disposal
- Trends –
 - Totally depends on tonnage hauled out of the City

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 290 000 00000 000	SDW - Contracted Service	\$ 834,859	\$ 872,225	\$ 951,963	\$ 835,000

- What it's for –
 - Team Waste Bulk Household and Bulk Vegetive Waste Disposal and Hauling
- Trends –
 - FY2022 – Increase from ice storm debris removal.

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 290 000 00000 019	SDW - Contracted Service-CARES	\$ -	\$ 52,200	\$ (214)	\$ -

- What it's for –
 - Waste Disposal
- Trends –
 - FY2022 – Moved to another line

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 295 000 00000 000	SDW - Litter Control	\$ 18,903	\$ 10,695	\$ 10,040	\$ 25,000

- What it's for –
 - Adopt-a-Street Supplies, Litter Pickup Supplies, Litter Education, etc.
- Trends –
 - Depends on community clean-up totals and supplies used for litter collection.

SOLID WASTE

PUBLIC WORKS DEPARTMENT – DETAILS AND TRENDS



		ACTUAL	ACTUAL	ACTUAL	BUDGET
		FY2019-2020	FY2020-2021	FY2021-2022	FY2022-2023
424 E 43260 331 000 00000 000	SDW - Gas, Oil, Diesel	\$ 6,872	\$ 12,500	\$ 16,106	\$ 15,000

- What it's for –
 - Fuel and Fluids for Knuckle-Boom and Leaf Vacs
- Trends –
 - FY2020
 - FY2021
 - FY2022 – Increase due to the leaf-collection program

COMMUNITY DEVELOPMENT

ENGINEERING – ACCOUNTS IN SCOPE

CITY OF
LAKE LAND
TENNESSEE

		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Community Development Expenditures					
110 E 41670 254 000 00000 000	ENG - Arch/Eng/Landscape Serv	\$ 2,010	\$ 5,621	\$ 48,751	\$ 15,000
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	\$ 956	\$ -	\$ 11,645	\$ 15,000

COMMUNITY DEVELOPMENT

ENGINEERING – DETAILS AND TRENDS

CITY OF
LAKE LAND
TENNESSEE

		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Community Development Expenditures					
110 E 41670 254 000 00000 000	ENG - Arch/Eng/Landscape Serv	\$ 2,010	\$ 5,621	\$ 48,751	\$ 15,000
110 E 41670 259 000 00000 000	ENG - Other Professional Servi	\$ 956	\$ -	\$ 11,645	\$ 15,000

What it's for –

- Engineering studies
- FY 2022 New Canada Road Laurel Hill Connection - \$5,500
Traffic Impact Study Seed Tick Extension - \$31,000
TIP Application Assistance - \$6,430
- FY 2023 Lake District Street Light Submittal Review - \$5,500

Trends –

- Project dependent
- TIP applications every 4 years

GENERAL FUND

ENGINEERING CAPITAL OUTLAYS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Capital Outlays					
110 E 41670 773 000 00000 000	ENG - New Canada Rd Improveme	\$ 122,478	\$ 401,883	\$ 6,218,648	\$ 19,781,979
110 E 41670 778 000 00000 000	ENG - Canada Rd Bike Ped Path	\$ 281,035	\$ 731,871	\$ 274,842	\$ -
110 E 41670 779 000 00000 000	ENG - I-40 Interchange Fence	\$ 19,647	\$ -	\$ -	\$ -
110 E 41670 780 000 00000 000	ENG - ADA Transition Plan	\$ 349,989	\$ -	\$ -	\$ -
110 E 41670 781 000 00000 000	ENG - Transportation Plan Update	\$ -	\$ -	\$ 100,185	\$ 210,000
110 E 41670 944 000 00000 000	ENG - Capital Outlay - Vehicles	\$ -	\$ -	\$ 29,800	\$ -

GENERAL FUND

ENGINEERING CAPITAL OUTLAYS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Capital Outlays				
110 E 41670 773 000 00000 000 ENG - New Canada Rd Improveme	\$ 122,478	\$ 401,883	\$ 6,218,648	\$ 19,781,979

What it's for – New Canada Road

- FY2020 – Right of Way
- FY2021 – Right of Way and Design
- FY2022 – Design and Texas Gas Relocation
- FY2023 – Design and Texas Gas Relocation

Trends –

- Texas Gas relocation significantly increased the budget FY2022-2023. Continued increase in FY2023 as construction commences.
- All phases of project funded with 80% federal grant dollars.

GENERAL FUND

ENGINEERING CAPITAL OUTLAYS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Capital Outlays					
110 E 41670 778 000 00000 000	ENG - Canada Rd Bike Ped Path	\$ 281,035	\$ 731,871	\$ 274,842	\$ -
110 E 41670 779 000 00000 000	ENG - I-40 Interchange Fence	\$ 19,647	\$ -	\$ -	\$ -

What it's for –

- Canada Rd Bike Ped Construction
- I-40 Interchange controlled access fence at Canada Rd

Trends –

- No further expenditures. Projects are complete.
- Project funded with 80% federal grant dollars.

GENERAL FUND

ENGINEERING CAPITAL OUTLAYS



		ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41670 780 000 00000 000	ENG - ADA Transition Plan	\$ 349,989	\$ -	\$ -	\$ -
110 E 41670 781 000 00000 000	ENG - Transportation Plan Update	\$ -	\$ -	\$ 100,185	\$ 210,000
110 E 41670 944 000 00000 000	ENG - Capital Outlay - Vehicles	\$ -	\$ -	\$ 29,800	\$ -

What it's for –

- ADA Transition Plan – Required by TDOT for all Lakeland facilities
- Transportation Plan Update – in coordination with Comp Plan
- Vehicle for Engineering Staff – Chevrolet Traverse

Trends –

- Transportation Plan will be complete in FY2024.
- ADA Transition Plan and Vehicle purchase are complete.
- ADA Transition Plan and Transportation Plan update funded with 80% federal grant dollars.

GENERAL FUND

INSPECTION CAPITAL OUTLAYS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
110 E 41672 944 000 00000 000 INS - Capital Outlay - Vehicle	\$ 20,000	\$ -	\$ -	\$ 35,000

What it's for –

- Fleet replacement. New truck for inspector.

Trends –

- Fleet replaced based on replacement schedule or when maintenance costs exceed value.

STORMWATER FUND

CAPITAL OUTLAYS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
Capital Outlays				
416 E 46000 900 000 00000 000 STW - Capital Projects	\$ 109,643	\$ 303,584	\$ 5,731	\$ 310,000

What it's for – Drainage Projects

- FY2020 – Pipe lining Leeward Slopes, The Grove Drainage Improv.
- FY2021 – Herons Ridge Pond Dredging
- FY2022 – Canabridge Cove project investigation
- FY2023 – Bank Stabilization on Oliver Creek

Trends –

- Project costs vary.

SEWER FUND

ACCOUNTS IN SCOPE



		ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023
Sewer System Administration								
412 E 43250 241 000 00000 000	SEW - Electric	\$ 127,206	\$	141,225	\$	138,144	\$	140,000
412 E 43250 245 000 00000 000	SEW - Telephone	\$ 11,413	\$	10,897	\$	11,146	\$	15,000
412 E 43250 251 000 00000 000	SEW - MLGW Collection Fee	\$ 29,638	\$	30,549	\$	31,470	\$	30,000
412 E 43250 254 000 00000 000	SEW - Arch/Eng/Landscaping	\$ 6,153	\$	-	\$	3,664	\$	10,000
412 E 43250 259 000 00000 000	SEW - Other Professional	\$ 49,312	\$	27,836	\$	27,809	\$	30,000
412 E 43250 261 000 00000 000	SEW - Repair & Maintenance	\$ 123,282	\$	2,633	\$	1,176	\$	4,000
412 E 43250 266 000 00000 000	SEW - Repair & Maintenance	\$ 16,566	\$	1,085	\$	4,770	\$	15,000
412 E 43250 290 000 00000 000	SEW - Contracted Service	\$ 43,032	\$	79,292	\$	80,495	\$	41,794
412 E 43250 322 000 00000 000	SEW - Chemical, Laboratory,	\$ 14,931	\$	7,381	\$	10,021	\$	10,000
412 E 43250 331 000 00000 000	SEW - Gas, Oil, Diesel	\$ 6,237	\$	5,868	\$	15,181	\$	10,000
412 E 43250 333 000 00000 000	SEW - Other Equipment Parts	\$ 35,063	\$	123,420	\$	99,759	\$	50,000
412 E 43250 511 000 00000 000	SEW - Insurance On Buildings	\$ 25,370	\$	33,484	\$	41,725	\$	42,000

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 241 000 00000 000 SEW - Electric	\$ 127,206	\$ 141,225	\$ 138,144	\$ 140,000

What it's for –

- Electric service for the Wastewater Treatment Plant and 21 pump stations

Trends –

- Pump run times vary with flow. Increased electric usage reflects more frequent or longer run times on pumps due to greater flow.

SEWER FUND

DETAILS AND TRENDS

	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 245 000 00000 000 SEW - Telephone	\$ 11,413	\$ 10,897	\$ 11,146	\$ 15,000

What it's for –

- Cellular data for SCADA system including 21 pump stations and the wastewater treatment plant.
- Cellular phones and iPad for wastewater employees.

Trends –

- FY2023 increased due to the addition of 3 pump stations from the Stonebridge sewer acquisition from City of Memphis.

SEWER FUND

DETAILS AND TRENDS

	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 251 000 00000 000 SEW - MLGW Collection Fee	\$ 29,638	\$ 30,549	\$ 31,470	\$ 30,000

What it's for –

- Fee charged by MLGW to bill and collect Lakeland sewer fees

Trends –

- Slight fee increase year over year

SEWER FUND

DETAILS AND TRENDS



		ACTUAL FY2019-2020		ACTUAL FY2020-2021		ACTUAL FY2021-2022		BUDGET FY2022-2023
412 E 43250 254 000 00000 000 SEW - Arch/Eng/Landscaping	\$	6,153	\$	-	\$	3,664	\$	10,000

What it's for –

- FY2020 – design of Scotts Creek Interceptor access road
- FY2022 – Bio-Assay for wastewater plant (future charges to 259)
- FY2023 – landscape/fencing repair for sewer line repair

Trends –

- Expenditures vary by project.

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 259 000 00000 000 SEW - Other Professional	\$ 49,312	\$ 27,836	\$ 27,809	\$ 30,000

What it's for –

- Waypoint Lab for wastewater plant (BOD and Total Phosphorus)
- Bio-Assay for wastewater plant

Trends –

- Decrease from FY2020 as the City began performing some tests in-house.

SEWER FUND

DETAILS AND TRENDS

	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 261 000 00000 000 SEW - Repair & Maintenance	\$ 123,282	\$ 2,633	\$ 1,176	\$ 4,000

What it's for –

- Repair and Maintenance of vehicles (4 trucks, 2 pump trucks)
- Tires, oil changes, repairs as needed

Trends –

- Increase in FY2023 as a 2 new trucks were added to the fleet.

SEWER FUND

DETAILS AND TRENDS

	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 266 000 00000 000 SEW - Repair & Maintenance	\$ 16,566	\$ 1,085	\$ 4,770	\$ 15,000

What it's for –

- Repair and maintenance of buildings
- HVAC maintenance and building repair
- Lab repairs and equipment replacement

Trends –

- Repair costs vary.

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 290 000 00000 000 SEW - Contracted Service	\$ 43,032	\$ 79,292	\$ 80,495	\$ 41,794

What it's for –

- Sludge hauling
- Valve, DO meter, motor service
- Service on bypass pump

Trends –

- Increases in FY2021 and FY2022 due to emergency repairs at the wastewater plant and pump stations

SEWER FUND
DETAILS AND TRENDS

	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 322 000 00000 000 SEW - Chemical, Laboratory,	\$ 14,931	\$ 7,381	\$ 10,021	\$ 10,000

What it's for –

- Lab supplies for the wastewater plant

Trends –

- No significant changes.

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 331 000 00000 000 SEW - Gas, Oil, Diesel	\$ 6,237	\$ 5,868	\$ 15,181	\$ 10,000

What it's for –

- Fuel for fleet and equipment
- Natural gas for generators on 2 pump stations
- Diesel for generator at wastewater plant

Trends –

- Price increase on fuel.
- FY2022 ice storm caused generators have longer run times.

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 333 000 00000 000 SEW - Other Equipment Parts	\$ 35,063	\$ 123,420	\$ 99,759	\$ 50,000

What it's for –

- Parts for repair of equipment at wastewater plant and pump stations
- Pumps, motors, blowers, actuators, valves, impellers, etc.

Trends –

- Cost varies on type of repair. Increased costs as equipment ages.

SEWER FUND

DETAILS AND TRENDS



	ACTUAL FY2019-2020	ACTUAL FY2020-2021	ACTUAL FY2021-2022	BUDGET FY2022-2023
412 E 43250 511 000 00000 000 SEW - Insurance On Buildings	\$ 25,370	\$ 33,484	\$ 41,725	\$ 42,000

What it's for –

- Insurance on wastewater facilities

Trends –

- Slight fee increase year over year

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!**