

**Town of Oakland
Board of Mayor and Aldermen
Regular Meeting
Thursday, June 20, 2024
7:00 P.M.
Town Hall Courtroom
AGENDA**

I. Call to Order

II. Prayer and Pledge of Allegiance

III. Establish Quorum

IV. Approval of Agenda/ Additions or Deletions

V. Approval of Minutes

May 16, 2024 – Beer Board Meeting Minutes

May 16, 2024 – Regular Board Meeting Minutes

June 6, 2024 – Special Call Meeting Minutes

VI. Special Item:

VII. Citizen Comments

“Open for any Oakland citizens to be heard on items and concerns. Citizens are to be recognized by Chair and come to front of room before speaking. Each speaker shall state their name and address for the record. The Mayor and Board of Aldermen shall make no decision or consideration of action of citizen comments, except to refer to the Town Manager for administrative consideration or to schedule the matter for Mayor & Board of Aldermen consideration at a later date. Speakers shall limit their comments to three (3) minutes unless allowed by Chair. Speaker shall limit their comment to one (1) subject.”

VIII. Comments from the Mayor

IX. Comments from the Aldermen

**Vice Mayor Wiggins
Aldermen Sutton**

**Aldermen Cates
Aldermen Hummel**

Aldermen Fisher

X. Consideration of Department Director Reports:

Police	Fire	Finance	Recorder	Water	Wastewater	Public Works
Building and Codes		Planning & Development		Parks & Rec		

XI. Town Manager's Report

XII. Old Business: Ordinances Second and Final Reading

- A. Ordinance 24-02 Amending Fiscal Year 2024 Budget- Solid Waste Fund**
- B. Ordinance 24-03 Amending Oakland Municipal Code Title 15, Chapter 6 – Parking Vehicles on Residential Streets and Residential Lots**
- C. Ordinance 24-04 Amending Oakland Municipal Code Title 15, Chapter 6 – Storage and Parking of Tractor Trailers on Commercial and Residential Lots**
- D. Ordinance 24-06 Amending Fiscal Year 2024 Budget- Sewer Fund**

XIII. New Business: Ordinances on First Reading (Public Hearings)

XV. Consideration of Resolutions: Old Business

- A. Resolution 24-37 Uncollected Utility Bills – Write off to Bad Debt**

XVI. Consideration of Resolutions: New Business

- A. Resolution 24-43 Update to Building Permit fee schedule**
- B. Resolution 24-44 MTAS Water and Sewer Rate Study**
- C. Resolution 24-45 Riverwood Gardens Development Agreement Phase 7**
- D. Resolution 24-46 Riverwood Gardens Inspection Agreement Phase 7**
- E. Resolution 24-47 Riverwood Gardens Development Agreement Phase 8**
- F. Resolution 24-48 Riverwood Gardens Inspection Agreement Phase 8**
- G. Resolution 24-49 Bulldog Construction – Contract Extension Request**

XVI. Other Items of Business Items

XVII. Approval of Invoices

XVIII. Motion to Adjourn

Mayor & Board of Aldermen – Beer Board Meeting

Meeting Minutes

- May 16, 2024

Present: Mayor Michael Brown
Vice-Mayor Adrian Wiggins
Aldermen: Frank Cates, Debbie Hummel, Jeff Fisher and Ken Sutton

1. Call to Order – Chairman Wiggins

2. Establish Quorum

All present

3. Presentation/Discussion – Application for Beer Permit - On-Premises

Name of Applicant: Miguel A. Sanchez, JR

Name & location of business: JR's Mexican Steakhouse, 8380 US Hwy 64, Oakland, TN 38060

A motion to approve the On-Premises application for JR's Mexican Steakhouse was made by Alderman Hummel contingent upon Attorney Minor verifying the legal age in which such permits can be issued to a person. Alderman Sutton seconded the motion. All were in favor, none opposed. The motion passed.

4. Adjournment

Motion made to adjourn by Alderman Cates.

Date May 16, 2024

Michael H. Brown, Mayor

K. Yvonne Bullard, City Recorder

Mayor & Board of Aldermen – Regular Meeting

Meeting Minutes

May 16, 2024

Present: Mayor Michael Brown
Vice Mayor Wiggins, Aldermen Cates, Hummel, Fisher & Sutton

Prayer and Pledge of Allegiance to the American Flag

- 1. Call to order by Mayor Brown**
- 2. Prayer & Pledge of Allegiance to the American Flag**
- 3. Establish Quorum**
All present
- 4. Approval of Agenda**

Town Manager Ellis requested the following item to be removed from the agenda, as Attorney Minor will later address the issue in this meeting: Ordinance 24-05 *Adoption Various Standard Codes Relating to Inspection Activities & Enforcement of Building Provisions*.

Town Manager Ellis stated the following items, all related to Stevens' Property, were requested to be removed from the agenda, by the property owner, placing them on the June 20, 2024 agenda: Ordinance 24-07 *Proposed Rezone to R-1 Fayette Co. Map 080, Parcel 031.01 164 Acre Property*, Ordinance 24-08 *Proposed Rezone to R-1 Fayette Co. Map 080, Parcel 003.00 40 Acre Property*, Resolution 24-43 *Calling for Public Hearing on June 20, 2024 for Annexation and Plan of Services for Fayette Co. Map 080, Parcel 031.01 164 Acre Property*, and Resolution 24-44 *Calling for Public Hearing on June 20, 2024 for Annexation and Plan of Services for Fayette Co. Map 080, Parcel 003.00 40 Acre Property*.

Attorney Minor requested an item added allowing him to provide an update on the town's Municipal Code/MTAS Codification process.

Vice Mayor Wiggins made a motion to approve the agenda as amended. Alderman Cates seconded the motion. All were in favor, none opposed. The motion passed.

- 5. Reading and Correction/Approval of Minutes of Regular Board**

April 18, 2024 – Regular Board Meeting Minutes

Vice Mayor Wiggins made a motion to approve the April 18, 2024 Regular Meeting Minutes. Alderman Cates seconded the motion. All were in favor, none opposed. The motion passed.

6. Resolution 24-42 Censure of Mayor Brown

Vice Mayor Wiggins presided over this portion of the meeting.

Alderman Hummel made a motion to hear Resolution 24-42.

Alderman Fisher requested that Resolution 24-42 be read aloud. Attorney Minor fulfilled the request.

Vice Mayor Wiggins offered Mayor Brown the opportunity to speak. Mayor Brown openly admitted to the mistakes and made a public apology. He stated that he voluntarily paid the Town of Oakland \$100 (one-hundred dollars) as restitution.

Discussion of the Board was permitted:

Alderman Fisher, recognized by Vice Mayor Wiggins, referenced the (January 2024) censure brought against him for violating rules, to this case, pointing out a law was violated, and he supported the censure.

Alderman Hummel strongly recommended the approval of Resolution 24-42, up to requesting the mayor's resignation.

Alderman Cates reiterated a law had been broken and stated he had reported it to the TN Comptroller's Office as it was his duty.

Alderman Sutton confirmed Alderman Cates position, which is the responsibility of everyone who knew of the incident to report it to the comptroller's office. He proceeded in saying that he sees the censure as a means of punishment & discipline, but if the comptroller investigates, finding that charges against the mayor are in order, those will be filed with the Attorney General's office. In summary, Alderman Sutton was not in favor of the censure due to the possibility of the mayor being punished twice.

Vice Mayor Wiggins stated the highest form of discipline this Board has is to censure a member. Expressing his opinion, the incident occurred due to "unfamiliarity" and was not recognized as wrongdoing. The mayor upon learning of the violation, acted quickly in accepting responsibility and extended his apology to board members and staff. He further stated, the mayor's action in paying restitution to the town and bringing this up in a public forum is sufficient, therefore, he will not support the approval of Resolution 24-42.

Alderman Hummel made a motion to approve Resolution 24-42. Alderman Fisher seconded the motion. Two (2) in favor, three (3) opposed. Roll-call results: Alderman Hummel and Fisher voted in favor. Opposing votes were Alderman Cates, Sutton and Vice Mayor Wiggins. Resolution 24-42 failed.

The chair was turned over to Mayor Brown, moving forward with the meeting.

Note**Alderman Hummel was excused for a family emergency.

7. Citizen's Comments

Todd Hahn – 210 Whispering Meadows – Addressed the Board complementing Town of Oakland staff, specifically the “blue collar” workers, indicating a tax increase should be considered to retain the current employees.

Rita Farber-100 Whispering Meadows – Stated the Oakland Police have been called to her home related to thefts and has never provided to her a police report to turn into to her insurance company. Mayor Brown directed Town Manager Ellis to follow up with the department heads.

Roy Neuhauser-Expressed concern of the Boards inconsistency in enforcing rules referring to censure. He suggested the Mayor resign, allowing the Vice Mayor to be sworn in immediately.

8. Communications from the Mayor

None.

9. Communication from the Aldermen

Vice Mayor Wiggins offered well wishes to Hal Rounds and Ron Gant.

Alderman Cates expressed thanks to Director Mullins related to work in various Oakland neighborhoods.

Department Head Reports

Water Department Director Armstrong reported that logos are being installed on the town's water tanks starting this week.

Alderman Sutton requested clarification on the monthly reporting provided by the Water and Wastewater departments. The reports indicate there is more wastewater being treated than drinking water. Wastewater Department Director Coker offered the difference being Infiltration & Inflow (I&I) and due to the limited space of solids residual, which can be expected until the new plant is online. He provided a brief update related to the work on the expansion, stating rebar has been delivered on sight, signifying concrete work should begin by the end of the month.

Parks Director Weston inquired if he had the authority to set the sports fees or if it was to go through Mayor and Board. Alderman Wiggins implying the director had that authority referred to Attorney Minor, who agreed. Alderman Sutton cautioned the fees are meant to cover cost only. Alderman Sutton made a point to the board members related to non-resident participants, paying the same amount as a participant who lives and pays taxes in Oakland, stating the board should have a discussion on the topic. The board agreed an increased fee for non-residents should be charged, the Park Director and Town Manager will determine the fee then report to the board.

Vice Mayor Wiggins recognized the Fire, Building Codes, Public Works and Police Departments thanking them for a job well done.

10. Town Manager Report

None

11. Old Business:

A. MTAS Codification- Legal Update

Attorney Minor reported the invoice presented last month was indeed monies due for the completed work MTAS had done on the 2020 re-codification project. He informed the board, to bring the towns Municipal Code current through the month of April 2024 would cost an estimated \$400 (four hundred dollars). The recommendation of Attorney Minor is to pay the balance due of \$3,650 and request the additional revisions through April 2024 be made. Balance \$3,650 + \$400 for further revisions totaling \$4,050.00.

Alderman Sutton made a motion to pay the balance due and the fees necessary bringing the Oakland Municipal Code current, through April 2024. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. The motion passed.

12. New Business: Ordinances First Reading – Public Hearing

PUBLIC HEARING: *None approached to speak*

A. Ordinance 24-01 Fiscal Year 2025 Budget Ordinance

Alderman Sutton made a motion to hear Ordinance 24-01.

Town Manager Ellis reported this budget included a 5% COLA for those employees that are not on a set pay scale; and, a reduction to the Fire Department was made, it was anticipated a storm siren would not be delivered until FY2025 budget, however notification has been received that it will be delivered before June 30, 2024. Mr. Ellis stated, in summary, a balanced budget was presented in the General Fund and the Water Budget was positive, and everyone is aware the Wastewater Fund has a deficit. Recommendation of Mr. Ellis is to use \$675,865 from the reserve to balance the Wastewater fund, keeping in mind a future rate increase will be necessary.

Mr. Ellis requested a budget work session to further discuss items that were not included in this 1st Reading Budget. Alderman Fisher asked about the property tax rate, which Mr. Ellis stated it was remaining at the current .6342% rate, he was not recommending an increase this year, but should be expected in next year's budget. Alderman Fisher inquired of funds for the new Town Hall and Police project, Mr. Ellis stated that was one of the things he wanted to discuss in the work session, because the funds are not included in the 1st Reading of FY25 Budget.

Alderman Fisher made a motion to approve Ordinance 24-01, the 1st Reading of FY25 Annual Budget. Vice Mayor Adrian Wiggins seconded the motion. All in favor, none opposed. The 1st Reading of Ordinance 24-01 passed.

A work session was scheduled for Wednesday, May 29, at 6pm, with expectations of the 2nd Reading taking place at the June 20, 2024 Regular Board Meeting.

PUBLIC HEARING: *None approached to speak*

B. Ordinance 24-02 Amending Fiscal Year 2024 Budget- Solid Waste Fund

Vice Mayor Wiggins made a motion to hear Ordinance 24-02.

Town Manager Ellis cited the reason for the amendment as, the new 2024 sanitation contract with increased cost to the town and to the citizens, caused an increase to both the expense line and in the revenue, which was not reflected in the current 2024 Budget.

Vice Mayor Wiggins made a motion to approve the 1st Reading of Ordinance 24-02, Amending FY24 Solid Waste Budget. Alderman Sutton seconded the motion. All in favor, none opposed. The 1st Reading of Ordinance 24-02 passed.

PUBLIC HEARING: *None approached to speak*

C. Ordinance 24-03 Amending Oakland Municipal Code Title 15, Chapter 6 – Parking Vehicles on Residential Streets and Residential Lots

Vice Mayor Wiggins made a motion to hear Ordinance 24-03.

Town Manager Ellis stated the current ordinance in place, indicates the Police Department as the only authorized issuer of citations in this type of violation. Staff wishes to add the Building Inspector as authorized to issue citations also.

The board requested Attorney Minor to revise the ordinance to read... The Building Inspector "or authorized designee" is authorized to issue an ordinance summons.

Alderman Sutton made a motion to approve the 1st Reading of Ordinance 24-03 as amended. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. The 1st Reading of Ordinance 24-03 passed.

PUBLIC HEARING: *None approached to speak*

D. Ordinance 24-04 Amending Oakland Municipal Code Title 15, Chapter 6 – Storage and Parking of Tractor Trailers on Commercial and Residential Lots

Alderman Fisher made a motion to hear Ordinance 24-04.

Alderman Sutton made a motion to approve the 1st Reading of Ordinance 24-04 contingent of amending, the language to ...The Building Inspector **“or authorized designee”** is authorized to issue an ordinance summons. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. The 1st Reading of Ordinance 24-04 passed.

PUBLIC HEARING: OPENED _____ CLOSED _____

E. Ordinance 24-05 Amending Oakland Municipal Code Title 12, Chapter 1 – Building, Utility, ETC, Codes Relative to the International Energy Conservation Code 2018 Edition

Ordinance 24-05 - item was removed from the agenda.

PUBLIC HEARING: *None approached to speak*

F. Ordinance 24-06 Amending Fiscal Year 2024 Budget- Sewer Fund

Alderman Fisher made a motion to hear Ordinance 24.06.

Town Manager Ellis stated this amendment is necessary to record revenue from ARPA, State Grant, and Capital Note Proceeds as well as expenses as they relate to the Wastewater Treatment Plant Construction.

Vice Mayor Wiggins made a motion to approve the 1st Reading of Ordinance 24-06, amending FY24 Sewer Waste Budget. Alderman Sutton seconded the motion. All in favor, none opposed. The 1st Reading of Ordinance 24-06 passed.

G. Ordinance 24-07 Proposed Rezone to R-1 Fayette County Map 080-, Parcel 031.01 164 Acre Property – Stevens’ Property

Ordinance 24-07 - item was removed from the agenda per applicant request.

H. Ordinance 24-08 Proposed Rezone to R-1 Fayette County Map 080-, Parcel 003.00 40 Acre Property – Stevens’ Property

Ordinance 24-08 - item was removed from the agenda per applicant request.

13. Consideration of Resolutions:

A. Resolution 24-37 Uncollected Utility Bills – Write off to Bad Debt

Vice Mayor Wiggins made a motion to hear.

Alderman Fisher requested information on a credit check for water customer applicants.

Vice Mayor Wiggins asked for consideration of increasing the non-refundable connection fee.

Alderman Sutton recommended the deposit be applied to the outstanding balance, after the uncollected amount is deemed uncollectable.

The Mayor deemed this item to be moved to a work session for further consideration.

B. Resolution 24-39 Call For Election

Vice Mayor Wiggins made a motion to hear.

Alderman Sutton made a motion to approve Resolution 24-39. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. Resolution 24-39 passed.

C. Resolution 24-40 Authorizing Vehicle Purchase – Fire Department

Vice Mayor Wiggins made a motion to hear.

Alderman Fisher made a motion to approve Resolution 24-40. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. Resolution 24-40 passed.

D. Resolution 24-41 Authorizing Public Auction of Town Surplus Items

Vice Mayor Wiggins made a motion to hear.

Alderman Fisher made a motion to approve Resolution 24-41. Vice Mayor Wiggins seconded the motion. All in favor, none opposed. Resolution 24-41 passed.

E. Resolution 24-43 Calling for Public Hearing on June 20, 2024, for Annexation and Plan of Services for Fayette County Map 080, Parcel 031.01 – 164 Acres– Stevens' Property

Resolution 24-43- item was removed from the agenda per applicant request.

F. Resolution 24-44 Calling for Public Hearing on June 20, 2024, for Annexation and Plan of Services for Fayette County Map 080, Parcel 003.00 – 40 Acres– Stevens' Property

Resolution 24-44- item was removed from the agenda per applicant request.

14. Other Items of Business

Baby Jacks Restaurant Leak Adjustment

Town Manager Ellis presented the board with three options. The options were discussed by the board, and determined Option 3 as suitable in this instance: adjusting the sewer portion only \$6,178.50 (six thousand, one hundred and seventy-eight

dollars and fifty cents) and dismissing \$1,307.14 in fees (\$1,247.17 accrued penalty + \$60 cut-off fees), reducing the adjusted bill amount to, and payable to Town of Oakland, \$6,900.82.

Vice Mayor Wiggins made a motion to accept Option 3. Alderman Sutton seconded the motion. All in favor, none opposed. The motion passed.

15. Approval of Invoices

None – MTAS Invoice approved earlier in meeting.

16. Meeting Adjourned

Alderman Cates made a motion to adjourn the meeting.

Date: May 16, 2024

H. Michael Brown, Mayor

K. Yvonne Bullard, City Recorder

Mayor & Board of Aldermen –Special Call Meeting, 3P.M.

Meeting Minutes

- June 6, 2024

Present: Mayor Michael Brown
Vice Mayor Wiggins
Aldermen Frank Cates, Debbie Hummel & Ken Sutton

1. Call to Order

Mayor Brown called to order.

2. Prayer and Pledge of Allegiance

3. Establish Quorum

Alderman Jeff Fisher was absent.

4. Business: Personnel Matter

A motion was made by Alderman Sutton to act on the advice of Town Manager Harvey Ellis. Alderman Cates seconded the motion. All in favor, none opposed. The motion carried.

5. Adjournment

Motion made to adjourn by Vice Mayor Sutton and seconded by Alderman Cates.

Date June 6, 2024

H. Michael Brown, Mayor

K. Yvonne Bullard, Town Recorder

*** Note an Executive Session was originally advertised, but the Board agreed that detailed discussion on the matter was unnecessary.*

ORDINANCE 24-02

AN ORDINANCE AMENDING THE ADOPTED FISCAL YEAR 2024 BUDGET FOR THE TOWN OF OAKLAND, TENNESSEE SOLID WASTE FUND (Amendment #2)

WHEREAS, Town Ordinance 23-11 adopts the Fiscal Year 2023-2024 Annual Budget, All Funds; and

WHEREAS, January 22, 2024, the Town of Oakland Board of Mayor and Aldermen passed Ordinance 23-26 increasing Solid Waste Collection Fees; and

WHEREAS, it is now deemed in the public interest to amend the adopted Fiscal Year 2024 Budget to reflect the various changes to revenue and expenditures; and

WHEREAS, a Public Hearing on these changes was held on May 16, 2024 following public notice published in the Fayette Falcon, a newspaper for general circulation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

Section 1. That the FY 2024 Solid Waste Budget be and the same is hereby amended:

<u>REVENUE Solid Waste 131</u>	<u>FY24 Actual</u>	<u>Amendment</u>	<u>FY24 Amended Budget</u>
Account 34410 Collection Charges	\$718,320	\$408,444	\$1,126,764
<u>EXPENSE Solid Waste 131</u>	<u>FY24 Actual</u>	<u>Amendment</u>	<u>FY24 Amended Budget</u>
Account 200 Contractual Services	\$649,970	\$376,110	\$1,026,080

Section 2. That this Ordinance shall take effect from and after its passage on second and final reading.

First Reading: May 16, 2024

Public Hearing: May 16, 2024

Second Reading:

H. Michael Brown, Mayor

Attest:

K. Yvonne Bullard, Town Recorder

ORDINANCE NO. 24-03

AN ORDINANCE OF THE TOWN OF OAKLAND, TENNESSEE, REGULATING THE PARKING OF VEHICLES ON RESIDENTIAL STREETS AND RESIDENTIAL LOTS AMENDING TITLE 15, CHAPTER 6, OF THE OAKLAND MUNICIPAL CODE.

WHEREAS, the Board of Mayor and Aldermen for the Town of Oakland deem it necessary for the purpose of promoting the health, safety, morals and general welfare of the Town to amend the Town of Oakland Municipal Code regarding the parking of vehicles on residential streets and private property including but not limited to residential lots.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that:

Section 1. Title 15 of the Oakland Municipal Code is hereby amended by deleting Section 15-607(D) in its entirety and replacing it with the following:

(D) Enforcement. Pursuant to Tennessee Code Annotated, section 7-63-101, the building inspector or authorized designee is authorized to issue ordinance summons for violations of this ordinance on residential streets and private property including but not limited to residential lots. The building inspector or authorized designee shall upon the complaint of any citizen, or acting on his own information, investigate complaints of improperly parked vehicles on residential streets and private property including but not limited to residential lots. If after such investigation the building inspector or authorized designee finds an improperly parked vehicle on such property, he shall issue an ordinance summons. The ordinance summons shall be served upon the owner or owners of the property, or upon the person or persons apparently in lawful possession of the property and shall give notice to the same to appear and answer the charges against him, her or them. If the offender refuses to sign the agreement to appear, the building inspector or authorized designee may (1) request the city judge to issue a summons, or (2) request a police officer to witness the violation. The police officer who witnesses the violation may issue the offender a citation in lieu of arrest as authorized by Tennessee Code Annotated, section 7-63-101 et seq., or if the offender refuses to sign the citation, may arrest the offender for failure to sign the citation in lieu of arrest.

Section 2. Title 15 of the Oakland Municipal Code is hereby amended by adding a new subsection, 15-607(E), to read as follows:

(E) Penalty. A violation of this section may be punishable by a fine of fifty dollars (\$50.00) for each offense, and a separate offense shall be deemed committed for each day in which each separate violation continues, and the court costs shall be charged to the owner or operator of other person having control of such vehicle or equipment.

Section 3. The provisions of this ordinance shall be included and incorporated in the Municipal Code as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 4. This ordinance shall become effective upon final passage, the public welfare requiring it.

PASSED on the first reading of the Mayor and Board of Aldermen at a regular meeting thereof on the _____ day of _____, 2024.

PASSED on the second reading by the Mayor and Board of Aldermen at a regular meeting thereof on the _____ day of _____, 2024.

H. Michael Brown, Mayor

Attest:

Yvonne Bullard, Town Recorder

ORDINANCE NO. 24-04

AN ORDINANCE OF THE TOWN OF OAKLAND, TENNESSEE, REGULATING THE STORAGE AND PARKING OF TRACTOR TRUCKS AND TRACTOR TRAILERS ON COMMERCIAL AND RESIDENTIAL LOTS AMENDING TITLE 15, CHAPTER 6, OF THE OAKLAND MUNICIPAL CODE RELATING TO PARKING

WHEREAS, the Board of Mayor and Aldermen for the Town of Oakland deem it necessary for the purpose of promoting the health, safety, morals and general welfare of the Town to amend the Town of Oakland Municipal Code regarding the storage and parking of tractor trucks and tractor trailers on private property including but not limited to commercial and residential lots.

NOW THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen that:

Section 1. Title 15 of the Oakland Municipal Code is hereby amended by deleting Section 15-608(4) in its entirety and replacing it with the following:

(4) Enforcement. Pursuant to Tennessee Code Annotated, section 7-63-101, the building inspector or authorized designee is authorized to issue ordinance summons for violations of this ordinance on private property including but not limited to commercial and residential lots. The building inspector or authorized designee shall upon the complaint of any citizen, or acting on his own information, investigate complaints of the parking of tractor trucks and tractor trailers on private property including but not limited to commercial and residential lots. If after such investigation the building inspector or authorized designee finds a tractor truck or tractor trailer parked on such property, he shall issue an ordinance summons. The ordinance summons shall be served upon the owner or owners of the property, or upon the person or persons apparently in lawful possession of the property, and shall give notice to the same to appear and answer the charges against him, her or them. If the offender refuses to sign the agreement to appear, the building inspector or authorized designee may (1) request the city judge to issue a summons, or (2) request a police officer to witness the violation. The police officer who witnesses the violation may issue the offender a citation in lieu of arrest as authorized by Tennessee Code Annotated, section 7-63-101 et seq., or if the offender refuses to sign the citation, may arrest the offender for failure to sign the citation in lieu of arrest.

Section 2. Title 15 of the Oakland Municipal Code is hereby amended by adding a new subsection, 15-608(5), to read as follows:

(5) Penalty. A violation of this section may be punishable by a fine of fifty dollars (\$50.00) for each offense, and a separate offense shall be deemed committed for each day in which each separate violation continues, and the court costs shall be charged to the owner or operator of other person having control of such vehicle.

Section 3. The provisions of this ordinance shall be included and incorporated in the Municipal Code as an addition or amendment thereto and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 4. This ordinance shall become effective upon final passage, the public welfare requiring it.

PASSED on the first reading of the Mayor and Board of Aldermen at a regular meeting thereof on the _____ day of _____, 2024.

PASSED on the second reading by the Mayor and Board of Aldermen at a regular meeting thereof on the _____ day of _____, 2024.

H. Michael Brown, Mayor

Attest:

Yvonne Bullard, Town Recorder

ORDINANCE 24-06

AN ORDINANCE AMENDING THE ADOPTED FISCAL YEAR 2024 BUDGET FOR THE TOWN OF OAKLAND, TENNESSEE SEWER FUND (Amendment #2)

WHEREAS, Town Ordinance 23-11 adopts the Fiscal Year 2023-2024 Annual Budget, All Funds; and

WHEREAS, it is now deemed in the public interest to amend the adopted Fiscal Year 2024 Budget to reflect the various changes to revenue and expenditures; and

WHEREAS, a Public Hearing on these changes was held on May 16, 2024 following public notice published in the Fayette Falcon, a newspaper for general circulation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

Section 1. That the FY 2024 Sewer Budget be and the same is hereby amended:

REVENUE Sewer Fund 412	FY24 Actual	Amendment	FY24 Amended Budget
Account 37710 State Grant	\$ 0.00	\$1,596,588	\$1,596,588
37711 Grant - ARPA	\$ 0.00	\$2,476,074	\$2,476,074
37721 Capital Note Proceeds	\$0.00	\$ 715,605	\$ 715,605
EXPENSE Sewer Fund 412	FY24 Actual	Amendment	FY24 Amended Budget
Account 934 WWTP Improvements	\$ 162,000	\$4,700,837	\$4,862,837

Section 2. That this Ordinance shall take effect from and after its passage on second and final reading.

First Reading: May 16, 2024

Public Hearing: May 16, 2024

Second Reading:

H. Michael Brown, Mayor

Attest:

K. Yvonne Bullard, Town Recorder

RESOLUTION 24-37

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE AUTHORIZING ACTION IN WRITING OFF UNCOLLECTED UTILITY BILLS FOR BILLING PERIODS OF 2014-2017

WHEREAS, the Town of Oakland, by Resolution 20-85 dated December 17, 2020, entered into an agreement with Franklin Collection Service, Inc. for the collection of delinquent utility billing; and,

WHEREAS, uncollected utility bills in the billing periods of 2014-2017 were reported to the collection's agency; and,

WHEREAS, T.C.A. §28-3-109, sets the statute of limitations for collecting unpaid open accounts at 6 years from the date the account becomes due; and

WHEREAS, the Town has determined that \$65,687.71 of the uncollected utility bills in the billing periods of 2014-2017 exceed the six-year limitation, and therefore in accordance with best accounting practices, this sum should be written off as bad debt.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

The Board authorizes the Finance Department to write off \$65,687.71 in uncollectable utility bills which is attached hereto designated Exhibit "A".

A motion was made by ____ that the foregoing resolution be adopted. The motion was seconded by _____. ____ in favor, ____ opposed. Resolution 24-37 _____.

The Mayor declared the Resolution duly adopted and effective from and after this ____ day of ___, 2024.

Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this ____ day of ___, 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, City Recorder

RESOLUTION 24-43
AN ORDINANCE AMENDING THE TOWN OF OAKLAND
MUNICIPAL CODE OF ORDINANCES.
TITLE 13 CHAPTER 1 BUILDING PERMITS; PROVIDING AN EFFECTIVE DATE

WHEREAS, The Town of Oakland, through its Building and Codes Department issues permits for various construction activities within the Town, including but not limited to building permits, plumbing permits, and mechanical permits; and

WHEREAS, The City Code of Ordinance, Title 12 Chapter 1, Section 12-103 allows for fees for inspections and permits to be adopted by Resolution of the Board of Mayor and Aldermen; and

WHEREAS, it is now deemed in the public interest to create a building permit fee schedule for commercial and industrial building construction within the Town.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

SECTION 1. That the building permit fee for commercial and industrial building construction shall be set as specified in Exhibit "A" attached to this resolution.

_____ made a motion to _____ Resolution 24-43. _____ seconded the motion. _____ in favor, _____ opposed.
Resolution 24-43 passed.

SECTION 2. That this Resolution shall take effect July 1, 2024.

Approved and Adopted this _____ day of June, 2024.

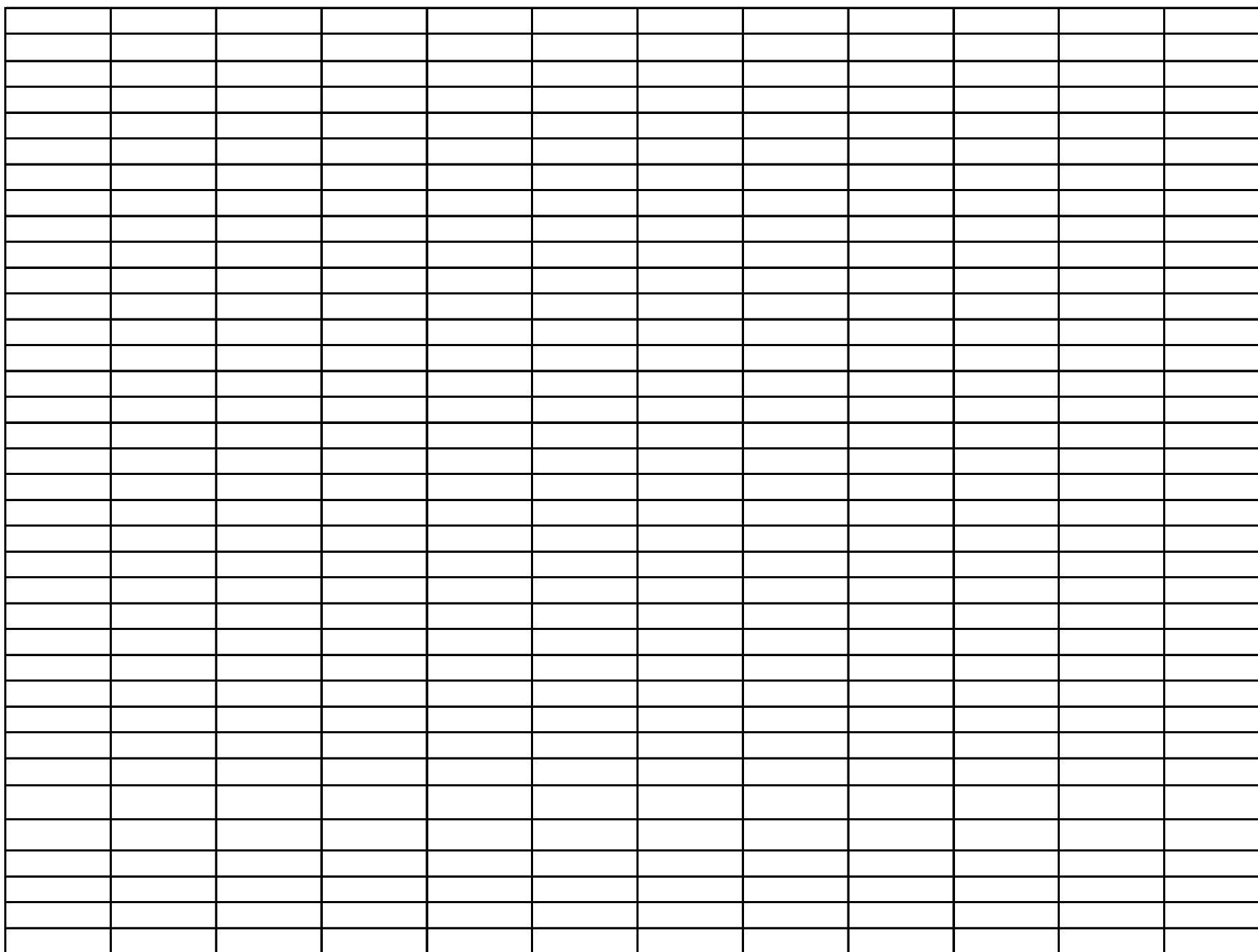
H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder

Ordinance 24-43 Exhibit A			
Residential Permit	Current	Proposed	Difference
New Construction	\$0.08 per sq ft under roof	\$0.15 per sq ft under roof	\$0.07
Processing Permit Fee	\$0	\$25	\$25
Plans Review	10% of building fee	15% of total permit fee	5 % increase depends on sq. ft.
Decks	\$50	\$75.00	\$25.00
Arbor or Pergula	\$50	\$75.00	\$25.00
Bonus Room finish out no bathroom	\$75	\$135.00	\$60.00
Pool Permit above ground	\$0	\$75.00	\$75.00
Fence Permit	\$25	\$35.00	\$10.00
Retaining Wall	\$0	\$50.00	\$50.00
Alterations or Repairs			
*50,000 or less	0.00	\$100.00	\$100.00
*50,000to 100,000	0.00	\$250.00	\$250.00
*100,001 or greater	0.00	\$4.00 per 1,000	TBD
Addition			
*Under 500 sq ft	0.00	\$125.00	\$125.00
*501-1,000 sq ft	0.00	\$225.00	\$225.00
*Over 1,000 sq ft	0.00	\$275.00	\$275.00
Detached Accessory Structure			
*Under 600 sq ft	0.00	\$35.00	\$35.00
*601-1,000 sq ft	0.00	\$90.00	\$90.00
*Over 1,000 sq ft	0.00	\$125.00	\$125.00
Certificate of Occupancy	\$ 50.00	\$50.00	\$0.00
Temporary Certificate of Occupancy	0.00	\$100.00	\$100.00
Appeal	0.00	\$500.00	\$500.00
Inspection without permit	0.00	\$60.00	\$60.00
Commercial Permit	Current	Proposed	Difference
Building Permit	\$.015 Per Sq Ft	\$6 per 1000 of Valuation	TBD
Plans Review	10% of Building Fee	15% of Total Permit Fee	5% depending on valuation
Demolition	\$0.00	\$60.00	\$60.00
Certificate of Occupancy			
*with building permit	\$0.00	\$50.00	\$50.00
*without building permit	\$0.00	\$60.00	\$60.00

*Hazardous Occupancies	\$0.00	\$100.00	\$100.00
*Temporary Certificate of Occupancy	\$0.00	\$500.00	\$500.00
Pool Permit	\$0.00	\$250.00	\$250.00
Construction Trailer	\$0.00	\$35.00	\$35.00
Job Site Inspection	\$0.00	\$35.00	\$35.00
Fence Permit	\$50.00	\$75.00	\$25.00
Plumbing Permit	Current	Proposed	Difference
Base Fee	\$20.00	\$30.00	\$10.00
Processing Fee	\$0.00	\$25.00	\$25.00
Mechanical Permit	Current	Proposed	Difference
Base Fee	\$0.00	\$30.00	\$30.00
Processing Fee	\$0.00	\$25.00	\$25.00
This List is only items pertaining to increase (Ordinance 24-43)			



[illegible]

[illegible]

[illegible]

Resolution 24-44

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR CONDUCTING A WATER AND SEWER FUND RATE STUDY

WHEREAS, the Board of Mayor and Aldermen wish to ensure the financial integrity of the Water and Sewer Fund in order to stay in compliance with applicable State laws, rules and regulations as well as the need to maintain the efficiency and effectiveness of the Town's water and sewer system; and

WHEREAS, a Water and Sewer Utility Fund Rate Study may be performed by an experienced Consulting Engineering Firm or by a recognized Accounting Firm; and

WHEREAS, having a detailed analysis will assist the Mayor and Aldermen and other Town officials in determining the necessary rates needed as the Town embarks on a major capital improvement project expanding the Town's Wastewater Treatment Plant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN FOR THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

SECTION 1. That the Town Manager of the Town of Oakland is hereby authorized to issue a Request for Qualifications to interested firms in conducting a detailed analysis of current and future revenue needs for a Water and Sewer Utility Fund of the Town.

SECTION 2. That funds for the study have been authorized in the FY 2025 Annual Budget.

SECTION 3. That the Mayor and Board of Aldermen shall, together with Town staff, evaluate the RFQ responses for Award.

THIS RESOLUTION TAKES EFFECT UPON ITS PASSAGE THIS ____ DAY OF June, 2024.

A motion to ____ Resolution 24-44 was made by _____. _____ seconded the motion. ____ in favor, ____ opposed. Resolution 24-44 _____.

APPROVED AND ADOPTED by the Board of Mayor and Aldermen for the Town of Oakland, Tennessee this ____ day of June, 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder

RESOLUTION 24-45

**RESOLUTION APPROVING “DEVELOPMENT AGREEMENT/SUBDIVISION
CONTRACT” WITH D.R. HORTON FOR
RIVERWOOD GARDENS SUBDIVISION, PHASE 7**

WHEREAS, The Town of Oakland Municipal Planning Commission conditionally approved on May 5, 2015, with required comments, a Developer’s Master Plan for Riverwood Gardens Subdivision; and

WHEREAS, The Town of Oakland Municipal Planning Commission approved on March 7, 2023 a Construction Plat(s) for Riverwood Gardens Subdivision, Phase 7; and

WHEREAS, In accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, the Town of Oakland Planning Commission established certain conditions for approval of the Developer’s Master Plan at its May 5, 2015 meeting and for approval of the Subdivision’s Construction Plat(s) at its March 7, 2023 meeting, and in accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, has further set forth conditions for approval of the Development Agreement by the Town Board of Mayor and Aldermen; and,

WHEREAS, the Developer intends to construct said subdivision; and,

WHEREAS, the Town and Developer desire to specify the division of responsibilities, maintenance, and costs associated with said subdivision; and,

WHEREAS, the Developer will bear all the cost of the work associated with said subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Oakland, Tennessee as follows:

That the Mayor be authorized to execute a “DEVELOPMENT AGREEMENT/SUBDIVISION CONTRACT” with D.R. Horton for Riverwood Gardens Subdivision, Phase 7, said Development Contract having been reviewed and approved by the Town’s Engineer and Attorney.

A motion was made by ____ that the foregoing resolution be adopted. ____ seconded the motion. ____ in favor, ____ opposed. Resolution 24-45 ____.

The Mayor declared the Resolution duly adopted and effective from and after this ____ day, June 2024.

Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this __ day, June 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, City Recorder

SUBDIVISION DEVELOPMENT CONTRACT
RIVERWOOD GARDENS PLANNED DEVELOPMENT
PHASE SEVEN
OAKLAND, TENNESSEE

This agreement (“Contract”) is made and executed this ____ day of _____, 2024 (“Contract Date”) among the Town of Oakland, Fayette County, Tennessee, a municipal corporation (“Town”); Riverwood 901 Development, LLC (“Developer”); and D.R. Horton, Inc. (“Property Owner”) (collectively “Parties”).

W I T N E S S E T H:

WHEREAS, Developer seeks to develop property located in Fayette County, Tennessee zoned R-1A, containing 43.10 acres, and otherwise identified by the Tax Assessor of Fayette County, Tennessee as a portion of Tax Map 081, Parcel No. 38.00 in Fayette County, Tennessee (“Property”); and

WHEREAS, the Property comprises 65 lots of a total proposed development containing approximately 468 lots, the future development of which will occur in phases (“Entire Project”); and

WHEREAS, on May 5, 2015, Town’s Planning Commission conditionally approved, with required comments, Developer’s proposed Preliminary Plan for subdivision and development of the Entire Project; and

WHEREAS, on March 7, 2023, Town’s Planning Commission conditionally approved, with required comments, Developer’s proposed Construction Plat for Phase Seven comprising 65 lots and called Riverwood Gardens Planned Development, Phase Seven (“Subdivision”); and

WHEREAS, one condition for approval of the Preliminary Plan and the Construction Plat is the approval of the Contract by Town’s Board of Mayor and Aldermen (“Board”); and

WHEREAS, Town and Developer desire to specify, through the Contract, the cost, responsibilities and other conditions for Developer’s development of the Subdivision, none of which are to be construed as a variance from, or modification to, the Preliminary Plan, the Construction Plat, Town’s Subdivision Regulations or any other authority governing residential subdivision development in Town; and

WHEREAS, Town is willing to execute the Contract, provide services to the Subdivision in accordance with Town’s standard policies and applicable rates, take title to the Subdivision’s improvements and approve the Subdivision, subject to Developer’s specific compliance with existing laws, ordinances, regulations and the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, undertakings of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. General Provisions

- 1.1. Public and Private Improvements. Developer shall, at its expense, construct and install all public and private improvements located in, or required for, the Subdivision as referenced in the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan including, but not limited to, all streets, sewer systems, water systems, drainage, storm drains, catch basins, gas and electrical systems, open space improvements and easements or rights of way for same ("Public and Private Improvements").
- 1.2. Commencement and Completion of Construction. Developer shall commence construction of the Public and Private Improvements within one year of the Contract Date and shall complete construction no later than two years from the Contract Date. Town may treat failure to timely commence construction as a voiding of the Contract and may treat failure to timely complete construction as a breach of the Contract. Developer may request a deadline extension either for commencement or completion of construction provided same is in writing, specifies the reason the deadline cannot be met and is received by Town no less than thirty (30) days before the deadline expires. The Board, at a regularly scheduled meeting, must approve any request for a deadline extension. Developer shall be provided written notice of the Board's decision approving, rejecting or approving with conditions any request for a deadline extension. Developer shall pay any fees, including attorney's fees, incurred by Town in connection with such request for deadline extension.
- 1.3. Compliance with Codes. Developer shall construct the Public and Private Improvements in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and the requirements of: a) Town's Municipal Subdivision Regulations; b) Town's Technical Specifications; c) the Standard Codes as adopted by Town in Oakland Municipal Code §§ 12-101, et. seq.; d) the Model Energy Code as adopted by Town in Oakland Municipal Code §§ 12-601, et. seq.; e) the Fire Code as adopted by Town in Oakland Municipal Code § 7-301, et. seq.; and, f) all other applicable Town ordinances (collectively "Codes"), all of which are made a part of the Contract by reference. References herein to the Codes are to those in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.
- 1.4. Compliance with Standards. Developer shall construct the Public and Private Improvements in accordance with the following, which are made a part of the

Contract by reference, to the extent that same exceed the requirements of the Codes and/or specifications of the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan: a) the standards of the American Society for Testing Materials; b) the requirements of the Office of Safety and Health Administration; c) the requirements of the federal Americans with Disabilities Act; d) Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and, e) the Standards of the American National Standards Institute, as all are in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.

- 1.5. Inspection/Approval By Town's Engineer. Town, through its Engineer, has the right to review, require changes to and approve, the Preliminary Plan, the Construction Plat and Grading and Drainage Plan, including the Subdivision's proposed public water and fire protection systems. Town, through its Engineer, also has the right to periodically inspect, approve and issue stop work orders regarding, all construction work in the Subdivision. Developer shall pay engineering and inspection costs, including laboratory testing for material, soil density and moisture content, whether incurred by Town or third-parties at Town's request. These fees shall be paid in whole or in part from any inspection fees deposited by Developer with the Town as required by paragraph 1.6.c.
- 1.6. Developer's Fees. Developer shall pay to Town, prior to the Town's execution of the Contract, the following non-refundable fees: (a) water plant expansion fee (n/a); (b) Preliminary Plan, Construction Plat, and Grading and Drainage Plan review fees (n/a); (c) inspection fee of \$20,000 (\$500.00 flat fee plus \$300.00 per lot) or 3% of development cost whichever is greater; (d) sewer plant expansion fee (n/a); (e) payment in lieu of park dedication fee (\$250.00 per proposed lot); (f) sampling for disinfection process of a new water main fee of \$25.00 to \$75.00; and (g) such other fees as Town may require.
- 1.7. Transfer of Property by Developer. Neither Developer nor Property Owner shall transfer the Property, any portion of the Subdivision, the Contract or any obligation under the Contract, to any third party until Conditional Approval has been granted by Town pursuant to the provisions of paragraph 3 below. Notwithstanding the foregoing, Developer may transfer any portion of the Property and assign its rights and obligations hereunder to any affiliate of Developer which is owned by any of the same owners of Developer provided said affiliate assumes in writing all legal obligations herein.
- 1.8. Submittals to Town. Developer shall provide to Town, prior to Town's execution of the Contract:

- a. Grading and Drainage Plan for the Subdivision reflecting a drainage system for the Subdivision designed with sufficient hydraulic capacity to control all surface and ground water originating within, and upstream from, the Subdivision such that the amount and rate of water from all sources leaving the Subdivision, after full building development, shall not be significantly different after the Subdivision is completed than before the Subdivision was commenced. Attached to said Plan shall be a formal, written opinion of a certified and licensed professional engineer, duly bonded, certifying, as a professional engineer, that he/she has reviewed the entire watershed within which the Subdivision is located and that, upon full building development, at the greatest allowable use density, under existing zoning of all land within the watershed, full building development of the Subdivision will not increase, alter or affect the flow of surface water, nor contribute to same, so as to damage, flood or adversely affect any property;
- b. written estimate of the cost and quantity of the Public and Private Improvements;
- c. an irrevocable letter of credit or bond benefitting Town, satisfactory to Town, in the amount of \$121,875.00 ("Security"). It is understood and agreed that the Security is provided to ensure performance of all of Developer's obligations under the Contract to Town's satisfaction. A warranty period related to said obligations shall extend a minimum of one (1) year after the recording of the final plat, except as noted in the following paragraph.
- d. The irrevocable letter of credit shall be automatically renewed as needed in order to provide continuing security for the street portion of the project including any extended warranty period as set forth in Paragraph 4.7 herein below.
- e. Mewborn Farm Road and City streets located between Phases 7 and 8, excluding Laurel Street, shall be the exclusive means of ingress and egress to and from the Subdivision.

1.9. Insurance. Developer shall purchase, maintain and, prior to Town's execution of this Contract, provide to Town a certificate showing, comprehensive general liability and other insurance that shall insure against claims arising out of Developer's performance of the Contract, whether such claims arise out of the actions of Developer and/or any subcontractor of Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

- a. worker's compensation claims; provided, however if Developer has no employees eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to

perform under the Contract to furnish evidence of such insurance for the employees of same;

- b. claims for personal injury, occupational illness or death of Developer's employees or agents, if any;
- c. claims for personal injury, illness or death of any person other than Developer's employees or agents;
- d. claims for injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- e. claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and
- f. claims by third-parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under the Contract.

Insurance coverage shall include the coverage specified above with policy limits of not less than \$1,000,000.00 combined single limit general liability and \$500,000.00 combined single limit automobile liability per occurrence. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to Developer's obligations under the Contract. Each insurance policy shall contain a provision stating that the insurer shall give Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision. In addition, Developer shall maintain completed operations insurance for one (1) year after Board passes its resolution of Final Acceptance. Developer shall furnish Town with evidence of the continuation of all such insurance at the time the Board passes its resolution of Final Acceptance.

1.10. Cleanliness. At all times while performing the Contract, Developer shall:

- a. maintain barricades, fences, guards and flag men as reasonably necessary to ensure the safety of all persons at or near the Subdivision;
- b. maintain the Subdivision and surrounding areas in a manner that prevents construction material including, but not limited to, debris, mud, silt, dirt and/or gravel from leaving the Subdivision; and,
- c. provide erosion control including, but not limited to, fertilizing, mulching, seeding and/or sprigging and/or sodding for excavated and/or embankment areas in and around the Subdivision as required by Town's Subdivision Regulations and/or Town, through its Engineer.

Should construction material leave the Subdivision and/or enter into an existing street or should erosion occur, then Developer shall take immediate steps to remove said material and/or remedy the erosion. If Developer does not remove said material or remedy the erosion within 24 hours after notification by Town, Town may have removed said material and/or have remedied said erosion and may recover all costs associated therewith by demand on the Security.

- 1.11. Communication. Developer shall keep Town, through its Engineer, informed of construction activity. A 24-hour notice of commencement of construction is required. If construction ceases for reasons other than inclement weather, reasons for said cessation shall be provided in writing to the Town within 24-hours thereof, a 24-hour notice shall be additionally required each time construction thereafter resumes.

2. Required Improvements

2.1. Streets.

- a. Developer shall construct, at its sole expense, all streets, public and private, located in, or required for, the Subdivision in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer. Developer's obligation to construct streets includes, but is not limited to, construction of handicap ramps, curb cuts, curbs, gutters, driveway aprons and sidewalks in common open space.
- b. All streets shall be constructed so that the normal cross section thickness and composition of the base and pavement is in accordance with the Subdivision Regulations.
- c. Developer may use alternative base, pavement and subgrade cross sections and composition on any streets upon receiving written permission from Town, through its Engineer. Town's approval shall be based on the tests, analysis and recommendation of an independent, local soils testing laboratory utilizing standard pavement design procedures. The laboratory selected by Developer must be acceptable to Town. Developer shall be responsible for the employment and payment of such laboratory if Developer chooses to utilize an alternative pavement design.
- d. It is agreed and understood that if it is not necessary to change the existing grade and/or alignment or disturb the pavement of an existing street, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and to construct sidewalks, curbs and gutters as required. If the existing grade and/or alignment is changed, Developer shall be required to grade, prepare sub-base, base and pave the full width of said street.

- e. Developer shall complete all grading within the street right-of-way before public utilities are installed.
- f. Utility easements shall not be located in the street right-of-way, shall run adjacent to, and parallel with, each side of the street right-of-way and shall be no less than 15 feet wide.
- g. Utility, drainage and related easements may be located and utilized within private streets provided same are noted on the Preliminary Plan, the Construction Plat, Grading and Drainage Plan and Final Plat.
- h. Developer shall install, at its sole expense, permanent street name signs and traffic control signs and shall locate same in accordance with the plan prepared by Town's Police Department. All signs shall be fabricated in accordance with the following standards and specifications:

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape background with 3/4" white band around complete sign with 10" letters. Sign post shall be set in ground a minimum 48" buried, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Sign post shall be set in ground a minimum 48" buried so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Sign post shall be set in ground a minimum of 48" buried so there is 6' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

STREET NAME SIGNS: 6" aluminum plates covered completely with green reflective tape with 4" letters. All coves and dead end streets should have yellow ends with 1" black letters saying "dead end." Street name signs shall be set in ground a minimum 36" buried so there is 9' from bottom of sign to top of asphalt.

TRAFFIC POSTS: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off, and they are not to extend above the top of the sign.

- i. Town may withhold approval of a sign company selected by Developer to fabricate signs under paragraph 2.1(h) in which event Developer shall select a fabricator acceptable to Town.
- j. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- k. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall install the final, one-and-a-half-inch (1.5") asphalt surface on the streets, pursuant to paragraph 5.3. For purposes of requesting Conditional Approval, as defined below, streets are deemed completed upon construction and installation of the entire cross-section shown on the plans including the final surface course.

2.2. Sewer Systems.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, a Tennessee Department of Environment and Conservation-approved sewer system complete with necessary pumping stations, force mains, sanitary trunk lines, lift stations, sewer mains, manholes and appurtenances, including sewer laterals to the front of each lot within the Subdivision, to be located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer agrees and acknowledges Town shall assess sewer maintenance and connection privilege charges against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- d. If any portion of the Subdivision is adjacent to both sides of an existing sewer main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and

appurtenances. If any portion of the Subdivision fronts on only one side of an existing sewer main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.3. Water.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or Construction Plat, Developer shall construct, at its sole expense, all water mains, service lines, hydrants, valves, meters, service pipes and appurtenances from main to meter center, located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Developer shall construct the saddle, corporation stop, service line, curb stop, yoke, and meter box to a point one-foot from the property line of each individual lot in the Subdivision at the back of curb. Developer shall furnish the meter, which is Master Meter brand ((B12-A21-A01-0101A-1), 5/8" x 3/4" Lead Free, CI Bottom, USG 3G), which shall be stored with Town. Town shall install the meter after the connection fee required by paragraph 2.3(d) is paid, which said fee shall include the cost of installation.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- d. Developer acknowledges and agrees that Town shall assess a water connection privilege charge against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- f. If any portion of the Subdivision is adjacent to both sides of an existing water main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing water main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.4. Drainage.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its

sole expense, all drainage and related facilities including, but not limited to, storm water drainage channels, ditches, retention and storage basins, bank protection and fencing adjacent to open ditches, to be located in, or required for, the Subdivision (“Drainage System”), in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.

- b. Developer shall construct the Drainage System with gasket reinforced concrete pipe.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer’s work hereunder, at any time, pursuant to paragraph 1.5.
- d. If Subdivision development may alter or revise the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Regional Office, then Developer shall provide Town, prior to commencement of any work under the Contract, a Permit issued by the relevant local, state and/or federal jurisdiction for development in Special Flood Hazard Areas as defined by the most current FEMA Federal Insurance Rate Map and/or amendments thereto.
- e. DEVELOPER shall properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.
- f. That for all development within the Subdivision, all storm water drainage shall be collected on site and conveyed by drainage structure to the public storm sewer system and shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the TOWN ENGINEER for approval prior to construction.

2.5. Gas and Electric Service.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, all structures for delivery of electric and natural gas service to be located in, or required for, the Subdivision and each lot therein, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.

- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer shall enter into a contract with Chickasaw Electric Cooperative Division for electric power service to the Subdivision and each lot therein and shall deliver a copy of same to Town prior to commencement of any work under the Contract.

3. Conditional Approval

3.1. Documentation of Completed Public and Private Improvements. Upon Developer's completion of the construction and installation of the Public and Private Improvements ("Completed Public and Private Improvements"), Developer shall notify Town, in writing, that it seeks conditional approval of the Subdivision ("Conditional Approval"). Developer shall include with its notice the following, the form and content of which must be satisfactory to Town:

- a) An Owner's Affidavit and Indemnity Agreement and Contractor's Affidavit and Indemnity Agreement;
- b) a release of all liens and all rights to claim liens from all subcontractors and material suppliers identified in the Affidavit;
- c) an as-built plan showing the Completed Public and Private Improvements;
- d) a written report of the as-built construction cost of the Completed Public and Private Improvements;
- e) proof that all necessary easements within the Subdivision have been obtained and conveyed to Town, said easements to be in a form, size, content and character acceptable to Town; and
- f) a proposed Final Plat.

3.2. Inspection of Completed Public and Private Improvements. If Town is satisfied with the submitted documents, then it shall inspect the Completed Public and Private Improvements, pursuant to paragraph 1.5.

3.3. Additional Work Required. If, based on the inspection, Town is dissatisfied with any construction work, then it shall notify Developer, in writing, and detail the additional construction work Town requires.

3.4. Performance of Additional Work. Developer shall promptly perform the additional work to Town's satisfaction and, upon completion, shall notify

Town in writing which said notice shall include, to the extent necessary, a revision of the documents submitted pursuant to paragraph 3.1.

- 3.5. Town's Performance of Additional Work. If Developer fails to promptly perform the additional work to Town's satisfaction, then Town may have the additional work performed and may recover all costs associated therewith by demand on the Security.
- 3.6. Approval. Upon Town being satisfied with the Completed Public and Private Improvements, it shall notify Developer, in writing, that Conditional Approval is granted. Developer then may have recorded a Final Plat properly approved by Town's Planning Commission, and shall, upon recording, deliver to Town, through its Engineer, a fully executed Final Plat with the Register's Seal.

4. Warranty Period

- 4.1. Duration. A warranty period commences on recording of the Final Plat and extends twelve (12) months, unless extended as provided below ("Warranty Period").
- 4.2. Developer's Responsibilities. During the Warranty Period, Developer shall, at its sole expense, promptly repair and maintain the Completed Public and Private Improvements. Developer's repair and maintenance obligation includes, but is not limited to, damage to, construction failures regarding and any defect in materials, workmanship, or otherwise, relating to, the Completed Public and Private Improvements (all the foregoing being collectively, the "Defect").
- 4.3. Tolling of Warranty Period. Town shall give Developer written notice of any observed Defect and, upon forwarding said notice, the running of the Warranty Period for the improvement with the Defect shall be stayed.
- 4.4. Extended Warranty Period. Developer shall promptly repair and/or maintain the Defect and, upon certification by Town, through its Engineer, that the repair and/or maintenance is acceptable, a new Warranty Period for the improvement with the Defect shall commence.
- 4.5. Town's Correction of Defect. If Developer fails to promptly repair and/or maintain the Defect to Town's satisfaction, then Town may have the repair and/or maintenance work performed and may recover all costs associated therewith by demand on the Security.
- 4.6. Emergency Repairs and Maintenance. If Town, through its Engineer, deems the Defect to be of an emergency nature, then Town need not give Developer the written notice referenced in paragraph 4.3, but may immediately have repair and maintenance work performed and may recover all costs associated therewith by demand on the Security. The Warranty Period stay and

commencement provisions of paragraphs 4.3 and 4.4 above otherwise apply equally to work performed pursuant to this paragraph.

- 4.7. Extended Warranty for Streets. Town reserves the right to unilaterally extend the expiration of the Warranty Period for the streets for a period not to exceed two (2) years from the date of the recording of the Final Plat. The letter of credit required pursuant to Paragraph 1.8(c) and (d) shall continue to serve as the Security for any extended Warranty Period which shall be a one (1) year renewable instrument automatically renewed for one (1) year from the anniversary date of the recording of the Final Plat – a total effective period of two (2) years.
- 4.8. Warranty for Existing Streets. Because construction of the Subdivision will result in construction traffic traveling on Mewborn Farm Road, Developer's warranty period and all security pledged by Developer to cover the warranty period shall also cover damage done to Mewborn Farm Road as well as any damage done to Laurel Street resulting from Developer's prior use of Laurel Street.

5. Final Acceptance

- 5.1. Notice from Developer Requesting Final Acceptance. Thirty (30) days prior to expiration of the Warranty Period, Developer shall give notice thereof to Town, in writing, requesting Final Acceptance of the Subdivision ("Final Acceptance"). Upon receiving said notice, Town shall promptly conduct a final inspection pursuant to paragraph 1.5. If Town, through its Engineer, discovers a Defect, then it shall notify Developer in writing and the provisions of paragraph 4 shall apply.
- 5.2. Determination of Final Acceptance by Board. If, based on the final inspection, Town, through its Engineer, is satisfied with the Subdivision's condition, then Final Acceptance of the Subdivision shall be determined by Town at its next regular meeting of Board ("Regular Meeting").
- 5.3. Extension of Warranty Period by Board. The Board, at the Regular Meeting, shall determine whether the Warranty Period has been extended, pursuant to paragraph 4.4, and whether the Warranty Period for the streets shall be extended, pursuant to paragraphs 4.7 and 4.8.
- 5.4. Expiration of Warranty Periods. The Board need not determine Final Acceptance until all Warranty Periods for the Completed Public and Private Improvements have expired. The Board however may determine Final Acceptance if the Warranty Periods for all Completed Public and Private Improvements, except the streets, have expired.

- 5.5. Town's Responsibility for Completed Public and Private Improvements. The Board, at the Regular Meeting, may, by resolution, declare Final Acceptance of the Subdivision or Final Acceptance of the Subdivision, except the streets.
- a. If Final Acceptance is declared, then the full Subdivision shall be deemed accepted, Town shall take full title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements and the remaining Security may be released.
 - b. If Final Acceptance, except the streets, is declared, then Town shall take title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements, except the streets, and the Security may be reduced to the cost as estimated by Town of uncompleted construction requirements for, plus a reasonable sum to cover Developer's Warranty obligations regarding, the streets.
 - c. Upon expiration of the Warranty Period for the streets, the Board shall, by resolution at its next regular meeting, declare Final Acceptance of the full Subdivision, take title to, and assume maintenance of, all, or enumerated, streets and release the remaining Security provided, however, release of the remaining security (letter of credit) shall require a written request from the Developer to the Town Recorder of not less than sixty (60) days.

6. Miscellaneous Provisions

- 6.1. Developer's Indemnity. Developer shall indemnify and, by the Contract, does indemnify and hold Town harmless against all claims, actions, causes of action, loss, cost, expense and attorney's fees, direct or indirect, known or unknown, accrued or unaccrued, that may arise out of, or result from, Developer's performance of the Contract, whether such claims arise out of the actions or failure to act of Developer, any of its agents, employees or representatives, subcontractors of Developer, or independent contractors engaged by Developer, or anyone directly or indirectly employed or contracted with by any of them. Developer's indemnity obligation includes, but is not limited to: all tort claims, both intentional and otherwise; all claims based upon any right of recovery for property damage, personal injuries and/or death; claims for damages caused by downstream deposits, sediment or debris from drainage; claims for damages resulting from Developer's change in the volume or velocity of water leaving the Property and entering upon the property of others; and claims under any statute, Federal or state, relating to water, drainage and/or wetlands. Developer's indemnity obligation also includes Town's attorney's fees and costs incurred in defending itself as a result of the aforesaid and/or enforcing the Contract against any third party. Town may select its own attorneys, at Developer's expense, to represent Town.

6.2 Town's Attorney's Fees. Developer agrees that should any dispute arise regarding the Contract including, but not limited to, Developer's obligations thereunder, Developer's performance of its obligations thereunder and/or Town's right to recover by demand on the Security, and should Town engage an attorney to enforce the Contract, including through litigation, and should Town prevail, then Developer shall pay Town its attorney's fees, costs and expenses of litigation, including same incurred on appeal. The Court(s) within which said litigation is pending shall determine whether Town prevailed and the amount of said attorney's fees, costs and expenses to be awarded Town as a result of prevailing; and, if Town prevails in part, but not in whole, an equitable award of said attorney's fees, costs and expenses shall be made by the Court(s).

6.3. Required Provisions in Lot Purchase Contracts. Developer shall include in all contracts between Developer and any purchaser of any part of the Subdivision ("Lot Purchasers"), the following provisions:

- a. All streets shall be kept clear of dirt and debris;
- b. All construction activity in the Subdivision shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m. Monday through Friday and on Saturday no earlier than 8:00 a.m. and no later than 4:00 p.m. No construction activity shall be permitted on Sunday or Holidays;
- c. Town shall be provided with the name, address and phone number of the person to be contacted and responsible for correcting any of the above should the occasion arise to do so;
- d. Lot Purchaser shall install a type A silt fence, as defined in the Tennessee Erosion and Sediment Control Handbook, around lot perimeter and shall maintain same, to Town's satisfaction, until issuance of a certificate of occupancy; and
- e. Lot Purchaser shall be responsible to Town for any Defect appearing in any Completed Public and Private Improvement for which Developer's Warranty has expired, which Defect Town believes is related to Lot Purchaser's construction activity.
- f. Lot Purchaser shall use, and shall ensure all subcontractors, agents, and/or suppliers use, only the concrete washout referenced in Paragraph 6.23.

6.4. Sidewalks, Curbs and Gutters.

- a. Sidewalks Adjacent to Lot

Required sidewalks shall be installed across the frontage of each lot by the permit holder of the improvement prior to use and occupancy of said

improvement. All existing sidewalks shall be repaired as necessary by said permit holder across the lot frontage prior to occupancy of the improvement. After issuance by the Town of a certificate of occupancy, the homeowner shall assume responsibility and be liable for all future maintenance of that portion of sidewalk extending across said lot frontage.

b. Sidewalks along Sections of Streets without Proposed Lots

Sidewalks along common open space shall be installed by the Developer and shall be under the same warranty as the streets.

c. Curb and Gutter

Developer remains fully responsible for curbs and gutters and shall be under the same extended warranty as the streets.

d. Handicap Ramps

All handicap ramps shall be installed by the Developer from point of curvature to point of tangency.

6.5 Cluster Mailboxes. The location of all cluster mailboxes shall be shown on the Final Plat.

6.6. Emergency Action. In emergencies affecting the safety or protection of persons or property in the Subdivision or adjacent thereto, Developer, without special instruction or authorization from Town, is obligated to act to prevent threatened damage, injury or loss. If Town has to use its resources in an emergency affecting the Subdivision, Town may recover all costs associated therewith by demand on the Security.

6.7. Relocation of Improvements. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site.

6.8. Failure to Complete. Developer agrees that should the Contract be voided or deemed breached, pursuant to paragraph 1.2, or should Town determine Developer to have abandoned the Subdivision, then Town, through its Engineer, may, through written notice to Developer, specify the steps Developer must take to secure the Property and avoid it becoming a nuisance. If Developer fails to complete the steps to Town's satisfaction by whatever deadline Town sets in its written notification, then the Town may have those steps completed and may recover all costs associated therewith by demand on the Security.

- 6.9. Obligations to Run with Land. Developer's obligations under the Contract shall run with the Property and/or Subdivision until Developer's obligations have been met in full. Any party taking title to the Property and/or Subdivision or any part thereof shall take said real property subject to such obligations.
- 6.10. Review by Attorneys. The Parties have received, reviewed and/or had their attorneys review the Contract and, accordingly, the normal rule of contract construction that any ambiguity is resolved against the drafting party shall not be employed in interpreting the Contract.
- 6.11. No Waiver. Town's failure to insist upon prompt and strict performance of any term, condition or undertaking in the Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of any term, condition, undertaking or right.
- 6.12. Modification in Writing. The Contract should not be modified in any manner, except by an instrument in writing executed by the Parties.
- 6.13. Interpretation Under Tennessee Law. The Contract is executed, delivered and performed in the State of Tennessee, and the laws, without regard to principles of conflicts of law, of the State of Tennessee shall govern the Parties' rights and duties regarding validity, construction, enforcement and interpretation of the Contract.
- 6.14. Severability. If any Contract provision is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and the Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of the Contract. If any Contract provision is capable of two constructions, one of which renders the provision void and the other of which renders the provision valid, then the provision shall have the meaning which renders it valid.
- 6.15. Gender. All of the terms and words used in the Contract, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of the Contract or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.
- 6.16. Binding Effect. Town, Developer and Property Owner each warrant and represent that the person executing the Contract on behalf of each has authority to enter into the Contract and to bind Town, Developer and Property Owner, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably

requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

6.17. Special Provisions. The following special provisions apply to the Contract:

- a. If the Entire Project shall include a common open space (“COS”) not owned, in fee simple, by any individual lot owner, then Property Owner shall:
 - i. Prepare and record a Declaration of Covenants, Conditions and Restrictions for Riverwood Gardens, Phase Seven (“Declaration”), for the Subdivision in a form, and substance, reviewed, and approved, by Town;
 - ii. Create a non-profit Tennessee corporation that shall serve as a Homeowner’s Association (“HOA”), for the Subdivision obligated to enforce the Declaration and shall comprise, as members, all owners of Entire Project lots, which said members shall each have a pro rata interest in all HOA property;
 - iii. Vest title to the Common Area in the HOA;
 - iv. Provide, in the Declaration, that the HOA shall maintain the COS and shall pay for COS maintenance, and HOA expenses, through assessments levied on HOA members (“Assessments”);
 - v. Provide, in the Declaration, that each Assessment is a charge on the land and is a continuing lien upon the lot against which each Assessment is made;
 - vi. Provide, in the Declaration, that the HOA shall, upon a failure to pay an Assessment, have the right to record a lien in the amount of the unpaid Assessment plus attorney’s fees and costs, and to enforce the lien through a power of sale foreclosure;
 - vii. Provide, in the Declaration, that should the HOA fail to maintain the COS to Town’s satisfaction, then Town, upon specific notice to HOA, may discharge HOA’s duties to maintain the COS, make Assessments, collect Assessments and enforce failure to pay Assessments, as HOA’s agent, with the same power and authority as the HOA under the Declaration;
 - viii. Provide, in the Declaration, that should Town, in discharging HOA’s duties, accomplish collection of delinquent Assessments, then HOA shall, with these Assessments, reimburse Town for all expenses Town incurred in discharging HOA’s duties; and

- ix. It is anticipated the Entire Project shall have a detention basin that shall be a COS. The requirement for maintenance of the detention basin are so stated in the Final Plat.
 - b. If the Subdivision includes any type of sign or other structure identifying the Subdivision, then same shall be located in a COS. If illumination of the sign or other structure exists, then the power to accomplish the illumination shall be the responsibility of, and be paid for by, the HOA.
 - c. Existing naturally wooded areas in COS shall be in their current state unless the Town grants permission to alter and/or modify the COS.
- 6.18. No Responsibility of Town. It is understood and agreed:
- a. Town, in its proprietary function, has no authority over, or responsibility for, development layout, choice of available land uses or any other design and planning aspect of the Subdivision;
 - b. Town does not, and is not expected to, design, oversee, supervise and/or direct construction or installation of the Public and Private Improvements;
 - c. Town does not determine the structural integrity, capacity, survey elevations, type, adequacy or location of the Public and Private Improvements;
 - d. Town, to the extent it provides any technical assistance, planning and review regarding the Subdivision and/or the construction and installation of the Public and Private Improvements, seeks only to enforce its minimal governmental standards and does not relieve, or accept from, Developer any of Developer's liability and responsibility for the Subdivision and/or the Public and Private Improvements; and
 - e. Developer has, and retains, the full responsibility to properly anticipate, survey, design and construct the Public and Private Improvements and warrants that same shall not adversely affect the flow of surface water from or upon any property.
- 6.19. Condition of Site. Developer agrees to secure all required permits for the demolition of structures on the Property, to haul all scrap building materials, debris, rubbish and other degradable materials to a permitted landfill and to not bury such materials within the Subdivision (except as they are permitted to burn by Fayette County Health Department and the Oakland Fire Department).
- 6.20. Notices. All notices, demands, and requests required or permitted by the Contract shall be in writing (including telecopy communications) and shall be

sent by first class United States mail, postage prepaid, facsimile transmission, air or other courier, or hand delivery as follows:

a. To: Town

Town of Oakland
Attn: Honorable H. Michael Brown, Mayor
170 Doss Circle
P.O. Box 56
Oakland, TN 38060
Telephone: (901) 465-8523
Facsimile: (901) 465-1883

Town Attorney
Thomas M. Minor
124 East Market Street
Somerville, TN 38068
Telephone: (901) 465-3117
Facsimile: (901) 465-4465

b. To: Developer

Riverwood 901 Development, LLC
ATTN: Frances M. Terhune
5055 Pleasant View Road
Memphis, TN 38134-6308
Telephone: (901) 730-1104
Facsimile: (901) 730-1140
Email: mterhune@prositellc.com

c. To: Property Owner

D.R. Horton, Inc.
ATTN: Dante Esposito
5901 Shelby Oaks Drive, Suite 200
Memphis, TN 38134
Phone: (615) 663-6692
Email: daesposito@drhorton.com

Any notice, demand, or request sent by mail shall be deemed given under the Contract on the third business day after depositing same in any official depository or receptacle of the United States Postal Service, first class postage prepaid. Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under the Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand

delivered or sent by air or other courier shall be deemed given for all purposes under the Contract when received.

Any Party may change such party's address for the purpose of notices, demands, and requests required or permitted under the Contract by providing written notice of such change of address to the other party which change of address shall only be effective when notice of the change is actually received by the party.

- 6.21. Non-Assignability. This Contract may not be assigned, in whole or in part, by Developer nor may it be assigned by any Owner who executes this Contract.
- 6.22. Joint and Several Obligation. As titled owner of the Property, Property Owner joins in the execution of this Contract hereby obligating itself jointly and severally with Developer in the performance of Developer's undertakings and obligations hereunder. Property Owner further acknowledges that this Contract between the Town and Developer is entered into with its permission.
- 6.23. Concrete Washout. Developer shall maintain a concrete washout near, and accessible from, the temporary construction entrance shown in Road Plat. The concrete washout shall not be located on any Subdivision lot. Developer shall maintain the concrete washout until certificates of occupancy are obtained for all Subdivision lots and, upon same, Developer shall remove all debris or other discharge therein.

IN WITNESS WHEREOF, the Parties, or persons duly authorized to act for them, have caused this Contract to be duly executed and delivered on the dates hereinafter indicated.

RIVERWOOD 901 DEVELOPMENT, LLC
(DEVELOPER)

D.R. HORTON, INC.
(PROPERTY OWNER)

By: _____

By: _____

Its: _____

Its: _____

TOWN OF OAKLAND

By: _____

Title: Mayor

ATTEST: _____
CITY RECORDER

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, _____, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Managing Agent or _____, of Riverwood 901 Development, LLC (DEVELOPER), the within named bargainor, and that he, as Managing Agent or _____, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such Managing Agent or _____.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County,
_____, which whom I am personally acquainted (or proved to me on the
basis of satisfactory evidence) and who, upon oath, acknowledged her/himself to be the
_____, of _____, the within named bargainor, and
that she/he, as _____, being authorized to do so, executed the within instrument for the
purposes therein contained, by signing the name of the corporation by her/himself as such
_____.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF FAYETTE

Before me, the undersigned Notary Public in and for the State and County aforesaid,
personally appeared Mike Brown, with whom I am personally acquainted (or proved to me on
the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor
of The Town of Oakland, a municipal corporation, the within named bargainor, and that he as
such Mayor, being authorized so to do, executed the foregoing instrument for the purposes
therein contained by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and official seal this ____ day of _____, 2024.

Notary Public

My commission expires:

RESOLUTION 24-46

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE PROVIDING AUTHORIZATION TO ENTER INTO PROFESSIONAL SERVICES CONTRACT FOR ENGINEER INSPECTION SERVICES

WHEREAS, a subdivision development contract was presented to the Oakland Board of Mayor and Alderman for approval of Riverwood Gardens Phase 7; and

WHEREAS, The Board of Mayor and Aldermen for the Town of Oakland, Tennessee (the Town) acknowledges the necessity in retaining an engineer to conduct inspection services in all subdivision developments; and

WHEREAS, pursuant to Article II, Section 24, of the Tennessee State Constitution, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, the Board of Mayor and Aldermen has approved the expenditure of public funds for this professional engineering service through the passage of Ordinance 23-11.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

SECTION 1. The Mayor is authorized by the Board to enter into a professional services contract with A2H, Inc. for the purpose of conducting subdivision inspections specific to Riverwood Gardens Phase 7.

_____ made a motion to approve Resolution 24-46 _____ seconded the motion. ___ in favor. ___ opposed. Resolution 24-46 _____.

THIS RESOLUTION TAKES EFFECT UPON ITS PASSAGE this ___ day of June, 2024.

ATTEST:

H. Michael Brown, Mayor

Yvonne Bullard, City Recorder

RESOLUTION 24-47

**RESOLUTION APPROVING “DEVELOPMENT AGREEMENT/SUBDIVISION
CONTRACT” WITH D.R. HORTON FOR
RIVERWOOD GARDENS SUBDIVISION, PHASE 8**

WHEREAS, The Town of Oakland Municipal Planning Commission conditionally approved on May 5, 2015, with required comments, a Developer’s Master Plan for Riverwood Gardens Subdivision; and

WHEREAS, The Town of Oakland Municipal Planning Commission approved on April 4, 2023 a Construction Plat(s) for Riverwood Gardens Subdivision, Phase 8; and

WHEREAS, In accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, the Town of Oakland Planning Commission established certain conditions for approval of the Developer’s Master Plan at its May 5, 2015 meeting and for approval of the Subdivision’s Construction Plat(s) at its April 4, 2023 meeting, and in accordance with Subdivision Regulations adopted under Sections 13-4-301 through 13-4-310, Tennessee Code Annotated, has further set forth conditions for approval of the Development Agreement by the Town Board of Mayor and Aldermen; and,

WHEREAS, the Developer intends to construct said subdivision; and,

WHEREAS, the Town and Developer desire to specify the division of responsibilities, maintenance, and costs associated with said subdivision; and,

WHEREAS, the Developer will bear all the cost of the work associated with said subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the Town of Oakland, Tennessee as follows:

That the Mayor be authorized to execute a “DEVELOPMENT AGREEMENT/SUBDIVISION CONTRACT” with D.R. Horton for Riverwood Gardens Subdivision, Phase 8, said Development Contract having been reviewed and approved by the Town’s Engineer and Attorney.

A motion was made by ____ that the foregoing resolution be adopted. ____ seconded the motion. ____ in favor, ____ opposed. Resolution 24-47 ____.

The Mayor declared the Resolution duly adopted and effective from and after this ____ day, June 2024.

Done by order of the Board of Mayor and Aldermen of the Town of Oakland, Tennessee this __ day, June 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, City Recorder

SUBDIVISION DEVELOPMENT CONTRACT
RIVERWOOD GARDENS PLANNED DEVELOPMENT
PHASE EIGHT
OAKLAND, TENNESSEE

This agreement (“Contract”) is made and executed this ____ day of _____, 2024 (“Contract Date”) among the Town of Oakland, Fayette County, Tennessee, a municipal corporation (“Town”); Riverwood 901 Development, LLC (“Developer”); and D.R. Horton, Inc. (“Property Owner”) (collectively “Parties”).

W I T N E S S E T H:

WHEREAS, Developer seeks to develop property located in Fayette County, Tennessee zoned R-1A, containing 18.26 acres, and otherwise identified by the Tax Assessor of Fayette County, Tennessee as Tax Map 081, Parcel No. 19.03 in Fayette County, Tennessee (“Property”); and

WHEREAS, the Property comprises 24 lots of a total proposed development containing approximately 468 lots, the future development of which will occur in phases (“Entire Project”); and

WHEREAS, on May 5, 2015, Town’s Planning Commission conditionally approved, with required comments, Developer’s proposed Preliminary Plan for subdivision and development of the Entire Project; and

WHEREAS, on April 4, 2023, Town’s Planning Commission conditionally approved, with required comments, Developer’s proposed Construction Plat for Phase Eight comprising 24 lots and called Riverwood Gardens Planned Development, Phase Eight (“Subdivision”); and

WHEREAS, one condition for approval of the Preliminary Plan and the Construction Plat is the approval of the Contract by Town’s Board of Mayor and Aldermen (“Board”); and

WHEREAS, Town and Developer desire to specify, through the Contract, the cost, responsibilities and other conditions for Developer’s development of the Subdivision, none of which are to be construed as a variance from, or modification to, the Preliminary Plan, the Construction Plat, Town’s Subdivision Regulations or any other authority governing residential subdivision development in Town; and

WHEREAS, Town is willing to execute the Contract, provide services to the Subdivision in accordance with Town’s standard policies and applicable rates, take title to the Subdivision’s improvements and approve the Subdivision, subject to Developer’s specific compliance with existing laws, ordinances, regulations and the conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, undertakings of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. General Provisions

- 1.1. Public and Private Improvements. Developer shall, at its expense, construct and install all public and private improvements located in, or required for, the Subdivision as referenced in the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan including, but not limited to, all streets, sewer systems, water systems, drainage, storm drains, catch basins, gas and electrical systems, open space improvements and easements or rights of way for same ("Public and Private Improvements").
- 1.2. Commencement and Completion of Construction. Developer shall commence construction of the Public and Private Improvements within one year of the Contract Date and shall complete construction no later than two years from the Contract Date. Town may treat failure to timely commence construction as a voiding of the Contract and may treat failure to timely complete construction as a breach of the Contract. Developer may request a deadline extension either for commencement or completion of construction provided same is in writing, specifies the reason the deadline cannot be met and is received by Town no less than thirty (30) days before the deadline expires. The Board, at a regularly scheduled meeting, must approve any request for a deadline extension. Developer shall be provided written notice of the Board's decision approving, rejecting or approving with conditions any request for a deadline extension. Developer shall pay any fees, including attorney's fees, incurred by Town in connection with such request for deadline extension.
- 1.3. Compliance with Codes. Developer shall construct the Public and Private Improvements in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and the requirements of: a) Town's Municipal Subdivision Regulations; b) Town's Technical Specifications; c) the Standard Codes as adopted by Town in Oakland Municipal Code §§ 12-101, et. seq.; d) the Model Energy Code as adopted by Town in Oakland Municipal Code §§ 12-601, et. seq.; e) the Fire Code as adopted by Town in Oakland Municipal Code § 7-301, et. seq.; and, f) all other applicable Town ordinances (collectively "Codes"), all of which are made a part of the Contract by reference. References herein to the Codes are to those in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.
- 1.4. Compliance with Standards. Developer shall construct the Public and Private Improvements in accordance with the following, which are made a part of the

Contract by reference, to the extent that same exceed the requirements of the Codes and/or specifications of the Preliminary Plan, the Construction Plat and/or Grading and Drainage Plan: a) the standards of the American Society for Testing Materials; b) the requirements of the Office of Safety and Health Administration; c) the requirements of the federal Americans with Disabilities Act; d) Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation; and, e) the Standards of the American National Standards Institute, as all are in effect on the Contract Date together with any amendments, restatements, modifications and replacements hereinafter made which apply to Public and Private Improvements and/or subdivisions regardless of their commencement date and/or completion of construction.

- 1.5. Inspection/Approval By Town's Engineer. Town, through its Engineer, has the right to review, require changes to and approve, the Preliminary Plan, the Construction Plat and Grading and Drainage Plan, including the Subdivision's proposed public water and fire protection systems. Town, through its Engineer, also has the right to periodically inspect, approve and issue stop work orders regarding, all construction work in the Subdivision. Developer shall pay engineering and inspection costs, including laboratory testing for material, soil density and moisture content, whether incurred by Town or third-parties at Town's request. These fees shall be paid in whole or in part from any inspection fees deposited by Developer with the Town as required by paragraph 1.6.c.
- 1.6. Developer's Fees. Developer shall pay to Town, prior to the Town's execution of the Contract, the following non-refundable fees: (a) water plant expansion fee (n/a); (b) Preliminary Plan, Construction Plat, and Grading and Drainage Plan review fees (n/a); (c) inspection fee of \$7,700 (\$500.00 flat fee plus \$300.00 per lot) or 3% of development cost whichever is greater; (d) sewer plant expansion fee (n/a); (e) payment in lieu of park dedication fee (\$250.00 per proposed lot); (f) sampling for disinfection process of a new water main fee of \$25.00 to \$75.00; and (g) such other fees as Town may require.
- 1.7. Transfer of Property by Developer. Neither Developer nor Property Owner shall transfer the Property, any portion of the Subdivision, the Contract or any obligation under the Contract, to any third party until Conditional Approval has been granted by Town pursuant to the provisions of paragraph 3 below. Notwithstanding the foregoing, Developer may transfer any portion of the Property and assign its rights and obligations hereunder to any affiliate of Developer which is owned by any of the same owners of Developer provided said affiliate assumes in writing all legal obligations herein.
- 1.8. Submittals to Town. Developer shall provide to Town, prior to Town's execution of the Contract:

- a. Grading and Drainage Plan for the Subdivision reflecting a drainage system for the Subdivision designed with sufficient hydraulic capacity to control all surface and ground water originating within, and upstream from, the Subdivision such that the amount and rate of water from all sources leaving the Subdivision, after full building development, shall not be significantly different after the Subdivision is completed than before the Subdivision was commenced. Attached to said Plan shall be a formal, written opinion of a certified and licensed professional engineer, duly bonded, certifying, as a professional engineer, that he/she has reviewed the entire watershed within which the Subdivision is located and that, upon full building development, at the greatest allowable use density, under existing zoning of all land within the watershed, full building development of the Subdivision will not increase, alter or affect the flow of surface water, nor contribute to same, so as to damage, flood or adversely affect any property;
- b. written estimate of the cost and quantity of the Public and Private Improvements;
- c. an irrevocable letter of credit or bond benefitting Town, satisfactory to Town, in the amount of \$75,000 ("Security"). It is understood and agreed that the Security is provided to ensure performance of all of Developer's obligations under the Contract to Town's satisfaction. A warranty period related to said obligations shall extend a minimum of one (1) year after the recording of the final plat, except as noted in the following paragraph.
- d. The irrevocable letter of credit shall be automatically renewed as needed in order to provide continuing security for the street portion of the project including any extended warranty period as set forth in Paragraph 4.7 herein below.
- e. Mewborn Farm Road and City streets located between Phases 7 and 8, excluding Laurel Street, shall be the exclusive means of ingress and egress to and from the Subdivision.

1.9. Insurance. Developer shall purchase, maintain and, prior to Town's execution of this Contract, provide to Town a certificate showing, comprehensive general liability and other insurance that shall insure against claims arising out of Developer's performance of the Contract, whether such claims arise out of the actions of Developer and/or any subcontractor of Developer, their employees, agents or independent contractors or anyone for whose acts any of them may be liable, including, without limitation:

- a. worker's compensation claims; provided, however if Developer has no employees eligible to be covered under worker's compensation insurance, Developer shall not be required to furnish insurance against worker's compensation but shall require the party(s) contracting with Developer to

perform under the Contract to furnish evidence of such insurance for the employees of same;

- b. claims for personal injury, occupational illness or death of Developer's employees or agents, if any;
- c. claims for personal injury, illness or death of any person other than Developer's employees or agents;
- d. claims for injury to, or destruction of, tangible property, including loss of use resulting therefrom;
- e. claims for property damage or personal injury or death of any person arising out of the ownership, maintenance or use of any motor vehicle; and
- f. claims by third-parties for personal injury and property damage arising out of Developer's failure to comply with Developer's obligations under the Contract.

Insurance coverage shall include the coverage specified above with policy limits of not less than \$1,000,000.00 combined single limit general liability and \$500,000.00 combined single limit automobile liability per occurrence. The comprehensive general liability insurance coverage shall include completed operations insurance coverage and liability insurance applicable to Developer's obligations under the Contract. Each insurance policy shall contain a provision stating that the insurer shall give Town thirty (30) days prior written notice of its intent to cancel or materially change the policy. All such insurance shall remain in effect until Board passes its resolution of Final Acceptance regarding the Subdivision. In addition, Developer shall maintain completed operations insurance for one (1) year after Board passes its resolution of Final Acceptance. Developer shall furnish Town with evidence of the continuation of all such insurance at the time the Board passes its resolution of Final Acceptance.

1.10. Cleanliness. At all times while performing the Contract, Developer shall:

- a. maintain barricades, fences, guards and flag men as reasonably necessary to ensure the safety of all persons at or near the Subdivision;
- b. maintain the Subdivision and surrounding areas in a manner that prevents construction material including, but not limited to, debris, mud, silt, dirt and/or gravel from leaving the Subdivision; and,
- c. provide erosion control including, but not limited to, fertilizing, mulching, seeding and/or sprigging and/or sodding for excavated and/or embankment areas in and around the Subdivision as required by Town's Subdivision Regulations and/or Town, through its Engineer.

Should construction material leave the Subdivision and/or enter into an existing street or should erosion occur, then Developer shall take immediate steps to remove said material and/or remedy the erosion. If Developer does not remove said material or remedy the erosion within 24 hours after notification by Town, Town may have removed said material and/or have remedied said erosion and may recover all costs associated therewith by demand on the Security.

- 1.11. Communication. Developer shall keep Town, through its Engineer, informed of construction activity. A 24-hour notice of commencement of construction is required. If construction ceases for reasons other than inclement weather, reasons for said cessation shall be provided in writing to the Town within 24-hours thereof, a 24-hour notice shall be additionally required each time construction thereafter resumes.

2. Required Improvements

2.1. Streets.

- a. Developer shall construct, at its sole expense, all streets, public and private, located in, or required for, the Subdivision in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer. Developer's obligation to construct streets includes, but is not limited to, construction of handicap ramps, curb cuts, curbs, gutters, driveway aprons and sidewalks in common open space.
- b. All streets shall be constructed so that the normal cross section thickness and composition of the base and pavement is in accordance with the Subdivision Regulations.
- c. Developer may use alternative base, pavement and subgrade cross sections and composition on any streets upon receiving written permission from Town, through its Engineer. Town's approval shall be based on the tests, analysis and recommendation of an independent, local soils testing laboratory utilizing standard pavement design procedures. The laboratory selected by Developer must be acceptable to Town. Developer shall be responsible for the employment and payment of such laboratory if Developer chooses to utilize an alternative pavement design.
- d. It is agreed and understood that if it is not necessary to change the existing grade and/or alignment or disturb the pavement of an existing street, Developer shall only be required to construct drainage, grade, gravel and pavement to match the existing pavement and to construct sidewalks, curbs and gutters as required. If the existing grade and/or alignment is changed, Developer shall be required to grade, prepare sub-base, base and pave the full width of said street.

- e. Developer shall complete all grading within the street right-of-way before public utilities are installed.
- f. Utility easements shall not be located in the street right-of-way, shall run adjacent to, and parallel with, each side of the street right-of-way and shall be no less than 15 feet wide.
- g. Utility, drainage and related easements may be located and utilized within private streets provided same are noted on the Preliminary Plan, the Construction Plat, Grading and Drainage Plan and Final Plat.
- h. Developer shall install, at its sole expense, permanent street name signs and traffic control signs and shall locate same in accordance with the plan prepared by Town's Police Department. All signs shall be fabricated in accordance with the following standards and specifications:

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape background with 3/4" white band around complete sign with 10" letters. Sign post shall be set in ground a minimum 48" buried, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Sign post shall be set in ground a minimum 48" buried so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Sign post shall be set in ground a minimum of 48" buried so there is 6' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

STREET NAME SIGNS: 6" aluminum plates covered completely with green reflective tape with 4" letters. All coves and dead end streets should have yellow ends with 1" black letters saying "dead end." Street name signs shall be set in ground a minimum 36" buried so there is 9' from bottom of sign to top of asphalt.

TRAFFIC POSTS: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off, and they are not to extend above the top of the sign.

- i. Town may withhold approval of a sign company selected by Developer to fabricate signs under paragraph 2.1(h) in which event Developer shall select a fabricator acceptable to Town.
- j. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- k. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall install the final, one-and-a-half-inch (1.5") asphalt surface on the streets, pursuant to paragraph 5.3. For purposes of requesting Conditional Approval, as defined below, streets are deemed completed upon construction and installation of the entire cross-section shown on the plans including the final surface course.

2.2. Sewer Systems.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, a Tennessee Department of Environment and Conservation-approved sewer system complete with necessary pumping stations, force mains, sanitary trunk lines, lift stations, sewer mains, manholes and appurtenances, including sewer laterals to the front of each lot within the Subdivision, to be located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer agrees and acknowledges Town shall assess sewer maintenance and connection privilege charges against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- d. If any portion of the Subdivision is adjacent to both sides of an existing sewer main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and

appurtenances. If any portion of the Subdivision fronts on only one side of an existing sewer main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.3. Water.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or Construction Plat, Developer shall construct, at its sole expense, all water mains, service lines, hydrants, valves, meters, service pipes and appurtenances from main to meter center, located in, or required for, the Subdivision, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.
- b. Developer shall construct the saddle, corporation stop, service line, curb stop, yoke, and meter box to a point one-foot from the property line of each individual lot in the Subdivision at the back of curb. Developer shall furnish the meter, which is Master Meter brand ((B12-A21-A01-0101A-1), 5/8" x 3/4" Lead Free, CI Bottom, USG 3G), which shall be stored with Town. Town shall install the meter after the connection fee required by paragraph 2.3(d) is paid, which said fee shall include the cost of installation.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- d. Developer acknowledges and agrees that Town shall assess a water connection privilege charge against the Subdivision, and each individual lot therein, in accordance with Town's policy prevailing at the time building permits are requested for each individual lot within the Subdivision.
- f. If any portion of the Subdivision is adjacent to both sides of an existing water main installed at Town's expense, Developer shall pay Town a sum equal to the original construction cost of that main and appurtenances, not to exceed the current replacement cost of an eight-inch (8") diameter main and appurtenances. If any portion of the Subdivision fronts on only one side of an existing water main installed at Town's expense, Developer shall pay the equivalent of one half of the construction cost of such main and appurtenances, not to exceed one half the current replacement cost of an eight-inch (8") diameter main.

2.4. Drainage.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its

sole expense, all drainage and related facilities including, but not limited to, storm water drainage channels, ditches, retention and storage basins, bank protection and fencing adjacent to open ditches, to be located in, or required for, the Subdivision (“Drainage System”), in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.

- b. Developer shall construct the Drainage System with gasket reinforced concrete pipe.
- c. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer’s work hereunder, at any time, pursuant to paragraph 1.5.
- d. If Subdivision development may alter or revise the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Regional Office, then Developer shall provide Town, prior to commencement of any work under the Contract, a Permit issued by the relevant local, state and/or federal jurisdiction for development in Special Flood Hazard Areas as defined by the most current FEMA Federal Insurance Rate Map and/or amendments thereto.
- e. DEVELOPER shall properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.
- f. That for all development within the Subdivision, all storm water drainage shall be collected on site and conveyed by drainage structure to the public storm sewer system and shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the TOWN ENGINEER for approval prior to construction.

2.5. Gas and Electric Service.

- a. To the extent Developer is required to so install, as reflected in the Preliminary Plan and/or the Construction Plat, Developer shall construct, at its sole expense, all structures for delivery of electric and natural gas service to be located in, or required for, the Subdivision and each lot therein, in accordance with the Preliminary Plan, the Construction Plat, the Grading and Drainage Plan and/or the Codes, and subject to the satisfaction and approval of Town, through its Engineer.

- b. Town, through its Engineer, may inspect, finally approve and issue stop work orders regarding, Developer's work hereunder, at any time, pursuant to paragraph 1.5.
- c. Developer shall enter into a contract with Chickasaw Electric Cooperative Division for electric power service to the Subdivision and each lot therein and shall deliver a copy of same to Town prior to commencement of any work under the Contract.

3. Conditional Approval

3.1. Documentation of Completed Public and Private Improvements. Upon Developer's completion of the construction and installation of the Public and Private Improvements ("Completed Public and Private Improvements"), Developer shall notify Town, in writing, that it seeks conditional approval of the Subdivision ("Conditional Approval"). Developer shall include with its notice the following, the form and content of which must be satisfactory to Town:

- a) An Owner's Affidavit and Indemnity Agreement and Contractor's Affidavit and Indemnity Agreement;
- b) a release of all liens and all rights to claim liens from all subcontractors and material suppliers identified in the Affidavit;
- c) an as-built plan showing the Completed Public and Private Improvements;
- d) a written report of the as-built construction cost of the Completed Public and Private Improvements;
- e) proof that all necessary easements within the Subdivision have been obtained and conveyed to Town, said easements to be in a form, size, content and character acceptable to Town; and
- f) a proposed Final Plat.

3.2. Inspection of Completed Public and Private Improvements. If Town is satisfied with the submitted documents, then it shall inspect the Completed Public and Private Improvements, pursuant to paragraph 1.5.

3.3. Additional Work Required. If, based on the inspection, Town is dissatisfied with any construction work, then it shall notify Developer, in writing, and detail the additional construction work Town requires.

3.4. Performance of Additional Work. Developer shall promptly perform the additional work to Town's satisfaction and, upon completion, shall notify

Town in writing which said notice shall include, to the extent necessary, a revision of the documents submitted pursuant to paragraph 3.1.

- 3.5. Town's Performance of Additional Work. If Developer fails to promptly perform the additional work to Town's satisfaction, then Town may have the additional work performed and may recover all costs associated therewith by demand on the Security.
- 3.6. Approval. Upon Town being satisfied with the Completed Public and Private Improvements, it shall notify Developer, in writing, that Conditional Approval is granted. Developer then may have recorded a Final Plat properly approved by Town's Planning Commission, and shall, upon recording, deliver to Town, through its Engineer, a fully executed Final Plat with the Register's Seal.

4. Warranty Period

- 4.1. Duration. A warranty period commences on recording of the Final Plat and extends twelve (12) months, unless extended as provided below ("Warranty Period").
- 4.2. Developer's Responsibilities. During the Warranty Period, Developer shall, at its sole expense, promptly repair and maintain the Completed Public and Private Improvements. Developer's repair and maintenance obligation includes, but is not limited to, damage to, construction failures regarding and any defect in materials, workmanship, or otherwise, relating to, the Completed Public and Private Improvements (all the foregoing being collectively, the "Defect").
- 4.3. Tolling of Warranty Period. Town shall give Developer written notice of any observed Defect and, upon forwarding said notice, the running of the Warranty Period for the improvement with the Defect shall be stayed.
- 4.4. Extended Warranty Period. Developer shall promptly repair and/or maintain the Defect and, upon certification by Town, through its Engineer, that the repair and/or maintenance is acceptable, a new Warranty Period for the improvement with the Defect shall commence.
- 4.5. Town's Correction of Defect. If Developer fails to promptly repair and/or maintain the Defect to Town's satisfaction, then Town may have the repair and/or maintenance work performed and may recover all costs associated therewith by demand on the Security.
- 4.6. Emergency Repairs and Maintenance. If Town, through its Engineer, deems the Defect to be of an emergency nature, then Town need not give Developer the written notice referenced in paragraph 4.3, but may immediately have repair and maintenance work performed and may recover all costs associated therewith by demand on the Security. The Warranty Period stay and

commencement provisions of paragraphs 4.3 and 4.4 above otherwise apply equally to work performed pursuant to this paragraph.

- 4.7. Extended Warranty for Streets. Town reserves the right to unilaterally extend the expiration of the Warranty Period for the streets for a period not to exceed two (2) years from the date of the recording of the Final Plat. The letter of credit required pursuant to Paragraph 1.8(c) and (d) shall continue to serve as the Security for any extended Warranty Period which shall be a one (1) year renewable instrument automatically renewed for one (1) year from the anniversary date of the recording of the Final Plat – a total effective period of two (2) years.
- 4.8. Warranty for Existing Streets. Because construction of the Subdivision will result in construction traffic traveling on Mewborn Farm Road, Developer's warranty period and all security pledged by Developer to cover the warranty period shall also cover damage done to Mewborn Farm Road as well as any damage done to Laurel Street resulting from Developer's prior use of Laurel Street.

5. Final Acceptance

- 5.1. Notice from Developer Requesting Final Acceptance. Thirty (30) days prior to expiration of the Warranty Period, Developer shall give notice thereof to Town, in writing, requesting Final Acceptance of the Subdivision ("Final Acceptance"). Upon receiving said notice, Town shall promptly conduct a final inspection pursuant to paragraph 1.5. If Town, through its Engineer, discovers a Defect, then it shall notify Developer in writing and the provisions of paragraph 4 shall apply.
- 5.2. Determination of Final Acceptance by Board. If, based on the final inspection, Town, through its Engineer, is satisfied with the Subdivision's condition, then Final Acceptance of the Subdivision shall be determined by Town at its next regular meeting of Board ("Regular Meeting").
- 5.3. Extension of Warranty Period by Board. The Board, at the Regular Meeting, shall determine whether the Warranty Period has been extended, pursuant to paragraph 4.4, and whether the Warranty Period for the streets shall be extended, pursuant to paragraphs 4.7 and 4.8.
- 5.4. Expiration of Warranty Periods. The Board need not determine Final Acceptance until all Warranty Periods for the Completed Public and Private Improvements have expired. The Board however may determine Final Acceptance if the Warranty Periods for all Completed Public and Private Improvements, except the streets, have expired.

- 5.5. Town's Responsibility for Completed Public and Private Improvements. The Board, at the Regular Meeting, may, by resolution, declare Final Acceptance of the Subdivision or Final Acceptance of the Subdivision, except the streets.
- a. If Final Acceptance is declared, then the full Subdivision shall be deemed accepted, Town shall take full title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements and the remaining Security may be released.
 - b. If Final Acceptance, except the streets, is declared, then Town shall take title to, and assume maintenance of, all, or enumerated items of, the Completed Public and Private Improvements, except the streets, and the Security may be reduced to the cost as estimated by Town of uncompleted construction requirements for, plus a reasonable sum to cover Developer's Warranty obligations regarding, the streets.
 - c. Upon expiration of the Warranty Period for the streets, the Board shall, by resolution at its next regular meeting, declare Final Acceptance of the full Subdivision, take title to, and assume maintenance of, all, or enumerated, streets and release the remaining Security provided, however, release of the remaining security (letter of credit) shall require a written request from the Developer to the Town Recorder of not less than sixty (60) days.

6. Miscellaneous Provisions

- 6.1. Developer's Indemnity. Developer shall indemnify and, by the Contract, does indemnify and hold Town harmless against all claims, actions, causes of action, loss, cost, expense and attorney's fees, direct or indirect, known or unknown, accrued or unaccrued, that may arise out of, or result from, Developer's performance of the Contract, whether such claims arise out of the actions or failure to act of Developer, any of its agents, employees or representatives, subcontractors of Developer, or independent contractors engaged by Developer, or anyone directly or indirectly employed or contracted with by any of them. Developer's indemnity obligation includes, but is not limited to: all tort claims, both intentional and otherwise; all claims based upon any right of recovery for property damage, personal injuries and/or death; claims for damages caused by downstream deposits, sediment or debris from drainage; claims for damages resulting from Developer's change in the volume or velocity of water leaving the Property and entering upon the property of others; and claims under any statute, Federal or state, relating to water, drainage and/or wetlands. Developer's indemnity obligation also includes Town's attorney's fees and costs incurred in defending itself as a result of the aforesaid and/or enforcing the Contract against any third party. Town may select its own attorneys, at Developer's expense, to represent Town.

6.2 Town's Attorney's Fees. Developer agrees that should any dispute arise regarding the Contract including, but not limited to, Developer's obligations thereunder, Developer's performance of its obligations thereunder and/or Town's right to recover by demand on the Security, and should Town engage an attorney to enforce the Contract, including through litigation, and should Town prevail, then Developer shall pay Town its attorney's fees, costs and expenses of litigation, including same incurred on appeal. The Court(s) within which said litigation is pending shall determine whether Town prevailed and the amount of said attorney's fees, costs and expenses to be awarded Town as a result of prevailing; and, if Town prevails in part, but not in whole, an equitable award of said attorney's fees, costs and expenses shall be made by the Court(s).

6.3. Required Provisions in Lot Purchase Contracts. Developer shall include in all contracts between Developer and any purchaser of any part of the Subdivision ("Lot Purchasers"), the following provisions:

- a. All streets shall be kept clear of dirt and debris;
- b. All construction activity in the Subdivision shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m. Monday through Friday and on Saturday no earlier than 8:00 a.m. and no later than 4:00 p.m. No construction activity shall be permitted on Sunday or Holidays;
- c. Town shall be provided with the name, address and phone number of the person to be contacted and responsible for correcting any of the above should the occasion arise to do so;
- d. Lot Purchaser shall install a type A silt fence, as defined in the Tennessee Erosion and Sediment Control Handbook, around lot perimeter and shall maintain same, to Town's satisfaction, until issuance of a certificate of occupancy; and
- e. Lot Purchaser shall be responsible to Town for any Defect appearing in any Completed Public and Private Improvement for which Developer's Warranty has expired, which Defect Town believes is related to Lot Purchaser's construction activity.
- f. Lot Purchaser shall use, and shall ensure all subcontractors, agents, and/or suppliers use, only the concrete washout referenced in Paragraph 6.23.

6.4. Sidewalks, Curbs and Gutters.

- a. Sidewalks Adjacent to Lot

Required sidewalks shall be installed across the frontage of each lot by the permit holder of the improvement prior to use and occupancy of said

improvement. All existing sidewalks shall be repaired as necessary by said permit holder across the lot frontage prior to occupancy of the improvement. After issuance by the Town of a certificate of occupancy, the homeowner shall assume responsibility and be liable for all future maintenance of that portion of sidewalk extending across said lot frontage.

b. Sidewalks along Sections of Streets without Proposed Lots

Sidewalks along common open space shall be installed by the Developer and shall be under the same warranty as the streets.

c. Curb and Gutter

Developer remains fully responsible for curbs and gutters and shall be under the same extended warranty as the streets.

d. Handicap Ramps

All handicap ramps shall be installed by the Developer from point of curvature to point of tangency.

6.5 Cluster Mailboxes. The location of all cluster mailboxes shall be shown on the Final Plat.

6.6. Emergency Action. In emergencies affecting the safety or protection of persons or property in the Subdivision or adjacent thereto, Developer, without special instruction or authorization from Town, is obligated to act to prevent threatened damage, injury or loss. If Town has to use its resources in an emergency affecting the Subdivision, Town may recover all costs associated therewith by demand on the Security.

6.7. Relocation of Improvements. Developer shall be responsible for the cost of any and all relocation, adjustment, modification, installation and/or removal of utilities, streets, curbs, gutters, sidewalks, drainage and all other improvements made necessary by the development of the Subdivision, both on and off site.

6.8. Failure to Complete. Developer agrees that should the Contract be voided or deemed breached, pursuant to paragraph 1.2, or should Town determine Developer to have abandoned the Subdivision, then Town, through its Engineer, may, through written notice to Developer, specify the steps Developer must take to secure the Property and avoid it becoming a nuisance. If Developer fails to complete the steps to Town's satisfaction by whatever deadline Town sets in its written notification, then the Town may have those steps completed and may recover all costs associated therewith by demand on the Security.

- 6.9. Obligations to Run with Land. Developer's obligations under the Contract shall run with the Property and/or Subdivision until Developer's obligations have been met in full. Any party taking title to the Property and/or Subdivision or any part thereof shall take said real property subject to such obligations.
- 6.10. Review by Attorneys. The Parties have received, reviewed and/or had their attorneys review the Contract and, accordingly, the normal rule of contract construction that any ambiguity is resolved against the drafting party shall not be employed in interpreting the Contract.
- 6.11. No Waiver. Town's failure to insist upon prompt and strict performance of any term, condition or undertaking in the Contract, or to exercise any right herein conferred, in any one or more instances, shall not be construed as a waiver of any term, condition, undertaking or right.
- 6.12. Modification in Writing. The Contract should not be modified in any manner, except by an instrument in writing executed by the Parties.
- 6.13. Interpretation Under Tennessee Law. The Contract is executed, delivered and performed in the State of Tennessee, and the laws, without regard to principles of conflicts of law, of the State of Tennessee shall govern the Parties' rights and duties regarding validity, construction, enforcement and interpretation of the Contract.
- 6.14. Severability. If any Contract provision is held to be unlawful, invalid or unenforceable under present or future laws effective during the terms hereof, such provisions shall be fully severable and the Contract shall be construed and enforced as if such unlawful, invalid or unenforceable provision was not a part of the Contract. If any Contract provision is capable of two constructions, one of which renders the provision void and the other of which renders the provision valid, then the provision shall have the meaning which renders it valid.
- 6.15. Gender. All of the terms and words used in the Contract, regardless of the number and gender in which they were used, shall be deemed and construed to include any other number (singular and plural), and any other gender (masculine, feminine or neuter), as the context or sense of the Contract or any paragraph or clause hereof may require, the same as if the words had been fully and properly written in the number and gender.
- 6.16. Binding Effect. Town, Developer and Property Owner each warrant and represent that the person executing the Contract on behalf of each has authority to enter into the Contract and to bind Town, Developer and Property Owner, respectively, to the terms, covenants and conditions contained herein. Each party shall deliver to the other, upon request, all documents reasonably

requested by the other evidencing such authority, including a copy of all resolutions, consents or minutes reflecting the authority of persons or parties to enter into agreements on behalf of such party.

6.17. Special Provisions. The following special provisions apply to the Contract:

- a. If the Entire Project shall include a common open space (“COS”) not owned, in fee simple, by any individual lot owner, then Property Owner shall:
 - i. Prepare and record a Declaration of Covenants, Conditions and Restrictions for Riverwood Gardens, Phase Eight (“Declaration”), for the Subdivision in a form, and substance, reviewed, and approved, by Town;
 - ii. Create a non-profit Tennessee corporation that shall serve as a Homeowner’s Association (“HOA”), for the Subdivision obligated to enforce the Declaration and shall comprise, as members, all owners of Entire Project lots, which said members shall each have a pro rata interest in all HOA property;
 - iii. Vest title to the Common Area in the HOA;
 - iv. Provide, in the Declaration, that the HOA shall maintain the COS and shall pay for COS maintenance, and HOA expenses, through assessments levied on HOA members (“Assessments”);
 - v. Provide, in the Declaration, that each Assessment is a charge on the land and is a continuing lien upon the lot against which each Assessment is made;
 - vi. Provide, in the Declaration, that the HOA shall, upon a failure to pay an Assessment, have the right to record a lien in the amount of the unpaid Assessment plus attorney’s fees and costs, and to enforce the lien through a power of sale foreclosure;
 - vii. Provide, in the Declaration, that should the HOA fail to maintain the COS to Town’s satisfaction, then Town, upon specific notice to HOA, may discharge HOA’s duties to maintain the COS, make Assessments, collect Assessments and enforce failure to pay Assessments, as HOA’s agent, with the same power and authority as the HOA under the Declaration;
 - viii. Provide, in the Declaration, that should Town, in discharging HOA’s duties, accomplish collection of delinquent Assessments, then HOA shall, with these Assessments, reimburse Town for all expenses Town incurred in discharging HOA’s duties; and

- ix. It is anticipated the Entire Project shall have a detention basin that shall be a COS. The requirement for maintenance of the detention basin are so stated in the Final Plat.
 - b. If the Subdivision includes any type of sign or other structure identifying the Subdivision, then same shall be located in a COS. If illumination of the sign or other structure exists, then the power to accomplish the illumination shall be the responsibility of, and be paid for by, the HOA.
 - c. Existing naturally wooded areas in COS shall be in their current state unless the Town grants permission to alter and/or modify the COS.
- 6.18. No Responsibility of Town. It is understood and agreed:
- a. Town, in its proprietary function, has no authority over, or responsibility for, development layout, choice of available land uses or any other design and planning aspect of the Subdivision;
 - b. Town does not, and is not expected to, design, oversee, supervise and/or direct construction or installation of the Public and Private Improvements;
 - c. Town does not determine the structural integrity, capacity, survey elevations, type, adequacy or location of the Public and Private Improvements;
 - d. Town, to the extent it provides any technical assistance, planning and review regarding the Subdivision and/or the construction and installation of the Public and Private Improvements, seeks only to enforce its minimal governmental standards and does not relieve, or accept from, Developer any of Developer's liability and responsibility for the Subdivision and/or the Public and Private Improvements; and
 - e. Developer has, and retains, the full responsibility to properly anticipate, survey, design and construct the Public and Private Improvements and warrants that same shall not adversely affect the flow of surface water from or upon any property.
- 6.19. Condition of Site. Developer agrees to secure all required permits for the demolition of structures on the Property, to haul all scrap building materials, debris, rubbish and other degradable materials to a permitted landfill and to not bury such materials within the Subdivision (except as they are permitted to burn by Fayette County Health Department and the Oakland Fire Department).
- 6.20. Notices. All notices, demands, and requests required or permitted by the Contract shall be in writing (including telecopy communications) and shall be

sent by first class United States mail, postage prepaid, facsimile transmission, air or other courier, or hand delivery as follows:

a. To: Town

Town of Oakland
Attn: Honorable H. Michael Brown, Mayor
170 Doss Circle
P.O. Box 56
Oakland, TN 38060
Telephone: (901) 465-8523
Facsimile: (901) 465-1883

Town Attorney
Thomas M. Minor
124 East Market Street
Somerville, TN 38068
Telephone: (901) 465-3117
Facsimile: (901) 465-4465

b. To: Developer

Riverwood 901 Development, LLC
ATTN: Frances M. Terhune
5055 Pleasant View Road
Memphis, TN 38134-6308
Telephone: (901) 730-1104
Facsimile: (901) 730-1140
Email: mterhune@prositellc.com

c. To: Property Owner

D.R. Horton, Inc.
ATTN: Dante Esposito
5901 Shelby Oaks Drive, Suite 200
Memphis, TN 38134
Phone: (615) 663-6692
Email: daesposito@drhorton.com

Any notice, demand, or request sent by mail shall be deemed given under the Contract on the third business day after depositing same in any official depository or receptacle of the United States Postal Service, first class postage prepaid. Any notice, demand, or request sent by facsimile transmission shall be deemed given for all purposes under the Contract when properly transmitted by telecommunication device. Any notice, demand, or request which is hand

delivered or sent by air or other courier shall be deemed given for all purposes under the Contract when received.

Any Party may change such party's address for the purpose of notices, demands, and requests required or permitted under the Contract by providing written notice of such change of address to the other party which change of address shall only be effective when notice of the change is actually received by the party.

- 6.21. Non-Assignability. This Contract may not be assigned, in whole or in part, by Developer nor may it be assigned by any Owner who executes this Contract.
- 6.22. Joint and Several Obligation. As titled owner of the Property, Property Owner joins in the execution of this Contract hereby obligating itself jointly and severally with Developer in the performance of Developer's undertakings and obligations hereunder. Property Owner further acknowledges that this Contract between the Town and Developer is entered into with its permission.
- 6.23. Concrete Washout. Developer shall maintain a concrete washout near, and accessible from, the temporary construction entrance shown in Road Plat. The concrete washout shall not be located on any Subdivision lot. Developer shall maintain the concrete washout until certificates of occupancy are obtained for all Subdivision lots and, upon same, Developer shall remove all debris or other discharge therein.

IN WITNESS WHEREOF, the Parties, or persons duly authorized to act for them, have caused this Contract to be duly executed and delivered on the dates hereinafter indicated.

RIVERWOOD 901 DEVELOPMENT, LLC
(DEVELOPER)

D.R. HORTON, INC.
(PROPERTY OWNER)

By: _____

By: _____

Its: _____

Its: _____

TOWN OF OAKLAND

By: _____

Title: Mayor

ATTEST: _____
CITY RECORDER

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, _____, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Managing Agent or _____, of Riverwood 901 Development, LLC (DEVELOPER), the within named bargainor, and that he, as Managing Agent or _____, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by himself as such Managing Agent or _____.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, a Notary Public in and for said State and County, _____, which whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged her/himself to be the _____, of _____, the within named bargainor, and that she/he, as _____, being authorized to do so, executed the within instrument for the purposes therein contained, by signing the name of the corporation by her/himself as such _____.

WITNESS my hand, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF FAYETTE

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Mike Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of The Town of Oakland, a municipal corporation, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation as such Mayor.

WITNESS my hand and official seal this ____ day of _____, 2024.

Notary Public

My commission expires:

RESOLUTION 24-48

A RESOLUTION OF THE TOWN OF OAKLAND, TENNESSEE PROVIDING AUTHORIZATION TO ENTER INTO PROFESSIONAL SERVICES CONTRACT FOR ENGINEER INSPECTION SERVICES

WHEREAS, a subdivision development contract was presented to the Oakland Board of Mayor and Alderman for approval of Riverwood Gardens Phase 8; and

WHEREAS, The Board of Mayor and Aldermen for the Town of Oakland, Tennessee (the Town) acknowledges the necessity in retaining an engineer to conduct inspection services in all subdivision developments; and

WHEREAS, pursuant to Article II, Section 24, of the Tennessee State Constitution, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, the Board of Mayor and Aldermen has approved the expenditure of public funds for this professional engineering service through the passage of Ordinance 23-11.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF OAKLAND, TENNESSEE AS FOLLOWS:

SECTION 1. The Mayor is authorized by the Board to enter into a professional services contract with A2H, Inc. for the purpose of conducting subdivision inspections specific to Riverwood Gardens Phase 8.

_____ made a motion to approve Resolution 24-48 _____ seconded the motion. ___ in favor. ___ opposed. Resolution 24-48 _____.

THIS RESOLUTION TAKES EFFECT UPON ITS PASSAGE this ____ day of June, 2024.

ATTEST:

H. Michael Brown, Mayor

Yvonne Bullard, City Recorder

RESOLUTION 24-49

A RESOLUTION AUTHORIZING A THREE- YEAR CONTRACT EXTENSION WITH BULLDOG CONSTRUCTION COMPANY FOR PUBLIC WORKS PROPOSALS

WHEREAS, the Town's Public Works Department is often in need of special project assistance; and

WHEREAS, Bulldog Construction Company of Madison, MS was awarded a contract by bid with Adoption of Resolution 20-73 on November 19, 2020; and

WHEREAS, Bulldog Construction Company has offered to extend the agreement until June 30, 2025 with the option to thereafter renew by either party on a year-to-year basis up to three (3) additional years; and

WHEREAS, this contract is for concrete curb and gutter leveling and lifting and for drain void filling and undersealing (poly foam) on a per pound cost; and

WHEREAS, having a contract for the services is deemed in the public's best interests.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN, FOR THE TOWN OF OAKLAND AS FOLLOWS:

SECTION 1. That a contract extension with Bulldog Construction Company of Madison, MS is approved per the terms and conditions set forth in the Company's letter dated June 10, 2024 and attached hereto.

SECTION 2. That funds for this work are needed and budgeted within the General Fund, Public Works Department (43000).

_____ made a motion to approve Resolution 24-49. _____ seconded the motion. ____ in favor, ____ opposed. Resolution 24-49 _____.

APPROVED AND ADOPTED this ____ day of June, 2024.

H. Michael Brown, Mayor

ATTEST:

K. Yvonne Bullard, Town Recorder