



Philip Craighead
Mayor

CITY OF LEBANON

Office of the Mayor

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Lebanon, TN 37087

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615-443-2839
Fax 443-2851

WORK SESSION – MARCH 15, 2016 - 5:30 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

Review of Revised Fire Hall Plans

PUBLIC HEARING - MARCH 15, 2016 - 5:55 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) Adopting a Plan of Services for the annexation of unaddressed property on Quarry Road (Tax Map 55; Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01) to be added to Ward 6 (120 acres), by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino) (Reference Resolution No. 16-1915)
- 2) Annexing unaddressed property on Quarry Road, also identified as Tax Map 55, Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01, containing 120 acres in the records of the Wilson County Assessor of Property, to be added to Ward 6, by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino) (Reference Resolution No. 16-1916)
- 3) Requesting a zoning approval of 120 acres on unaddressed property on Quarry Road (Tax Map 55, Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01) to RM6 in Ward 6, by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino) (Reference Ordinance No. 16-5150)
- 4) Changing 813 North Cumberland Street from RD9 (Medium Density Residential) to CG (Commercial General) in Ward 1 (1.38 acres; Tax Map 58L, Group J, part of Parcel 30), by Paul Corder, Planning Director. (Reference Ordinance No. 16-5151)
- 5) To abandon the City of Lebanon's Interest in a portion of Old Maddox Simpson Parkway between Maddox Simpson Parkway and the Nashville & Eastern Railroad Right-of-Way in Ward 3, by Paul Corder, Planning Director. (Request by General Manager Robert C. Streeter, Georgia-Pacific Corrugated, LLC) (Reference Ordinance No. 16-5152)
- 6) To amend Title 14, Section 14.502, (A) RR - Rural Residential Agricultural District, (B) RS20 – Low Density Residential District, (C) RS12 – Medium Density Residential District, (D) RD9 – Medium Density Residential District, (E) RS6 – High Density Residential District, (G) R2 – High Density Residential, and Table 5.1, and Title 14, Section 14.1004, RP2 District – Medium Density Residential/Professional Office, and Table 10.1, to allow a maximum height of three (3) stories, by Paul Corder, Planning Director. (Reference Ordinance No. 16-5153)

REGULAR CALLED CITY COUNCIL MEETING

AGENDA - MARCH 15, 2016 - 6:00 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO FLAG

4. ROLL CALL

5. APPROVAL OF MINUTES:

March 1, 2016 - Regular Called City Council Meeting

6. COMMUNICATION FROM CITIZENS:

7. COMMUNICATION FROM MAYOR:

8. REPORTS FROM MAYOR PRO TEM / COMMITTEES / ALDERMEN / OFFICERS:

9. CONSENT AGENDA:

1. **Ordinance No. 16-5160**, second reading, to establish Pay Rate for Part-Time and Seasonal Employees (2015-2016 Fiscal Year Budget), by Mayor Philip Craighead, Councilor Fred Burton, and Councilor Rob Cesternino.

Line Item Transfer – Before the Fact:

2. **Ordinance No. 16-5162**, second reading, to authorize a budget amendment for the Gas Department (to replace 10 year old iPads; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.
3. **Ordinance No. 16-5163**, second reading, to approve the lease, renewal lease, and rental rates for Row A and Row B T-Hangars at the Lebanon Municipal Airport (2015-2016 and 2016-2017 Fiscal Year Budgets), by TO Cragwall, Airport Commission Chairman, and Jeff Baines, Commissioner of Public Works.

Line Item Transfer – Before the Fact:

4. **Ordinance No. 16-5164**, second reading, to appropriate funds for the expansion of the Water/Sewer Building on Carver Lane to be leased by the Police Department (2015-2016 Fiscal Year Budget), by Mayor Philip Craighead.

10. OLD BUSINESS:

1. **Resolution No. 16-1915**, adopting a Plan of Services for the annexation of unaddressed property on Quarry Road (Tax Map 55; Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01) to be added to Ward 6 (120 acres), by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino) (Passed 1st Reading – 2/16/16)
2. **Resolution No. 16-1916**, annexing unaddressed property on Quarry Road, also identified as Tax Map 55, Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01, containing 120 acres in the records of the Wilson County Assessor of Property, to be added to Ward 6, by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino) (Passed 1st Reading – 2/16/16)
3. **Ordinance No. 16-5150**, second reading, requesting a zoning approval of 120 acres on unaddressed property on Quarry Road (Tax Map 55, Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01) to RM6 in Ward 6, by Paul Corder, Planning Director. (Request by Mike Slarve and Nick Audino)
4. **Ordinance No. 16-5151**, second reading, changing 813 North Cumberland Street from RD9 (Medium Density Residential) to CG (Commercial General) in Ward 1 (1.38 acres; Tax Map 58L, Group J, part of Parcel 30), by Paul Corder, Planning Director.
5. **Ordinance No. 16-5152**, second reading, to abandon the City of Lebanon’s Interest in a portion of Old Maddox Simpson Parkway between Maddox Simpson Parkway and the Nashville & Eastern Railroad Right-of-Way in Ward 3, by Paul Corder, Planning Director. (Request by General Manager Robert C. Streeter, Georgia-Pacific Corrugated, LLC)

6. **Ordinance No. 16-5153**, second reading, to amend Title 14, Section 14.502, (A) RR - Rural Residential Agricultural District, (B) RS20 – Low Density Residential District, (C) RS12 – Medium Density Residential District, (D) RD9 – Medium Density Residential District, (E) RS6 – High Density Residential District, (G) R2 – High Density Residential, and Table 5.1, and Title 14, Section 14.1004, RP2 District – Medium Density Residential/Professional Office, and Table 10.1, to allow a maximum height of three (3) stories, by Paul Corder, Planning Director.

11. NEW BUSINESS:

1. **Resolution No. 16-1920**, to name the new Fire Hall in honor of Arah Preston and Joe Hayes, by Councilor Bernie Ash.
2. **Ordinance No. 16-5165**, first reading, to authorize RPM Transportation Consultants, LLC to prepare a Signal Timing Optimization Study for the Highway 109 Corridor from Interstate 40 to Hickory Ridge Road (funds available in 2015-2016 Fiscal Year Budget), by Randy Laine, Engineering Director of Capital Projects.
3. **Resolution No. 16-1921**, to authorize and approve a proposal with the Tennessee Department of Transportation for the extension of the box culvert at the intersection of Sparta Pike and Briskin Lane, State Project No. 95008-4207-04 (funding is 100% State of Tennessee), by Randy Laine, Engineering Director of Capital Projects.
4. **Ordinance No. 16-5166**, first reading, to approve and adopt the Lebanon Fire Department Fee Schedule (2015-2016 Fiscal Year Budget), by Chris Dowell, Fire Chief, and Robert Springer, Commissioner of Finance and Revenue.
5. **Ordinance No. 16-5167**, first reading, to authorize the hiring of two additional patrol officers for the Lebanon Police Department (2015-2016 Fiscal Year Budget), by Mike Justice, Interim Police Chief, and Sylvia Reichle, Human Resources Director.

6. **Resolution No. 16-1922**, initial resolution authorizing the incurrence of indebtedness by the City of Lebanon, Tennessee, of not to exceed \$5,000,000, by the execution with the Public Building Authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for a public works project and to fund the incidental and necessary expenses related thereto (Legends Drive Project Expansion; 2015-2016 Fiscal Year Budget), by Mayor Philip Craighead.

7. **Resolution No. 16-1923**, authorizing a loan pursuant to a loan agreement between the City of Lebanon, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$5,000,000; authorizing the execution and delivery of such loan agreement and other documents relating to said loan; approving the issuance of a bond by such Public Building Authority; providing for the application of the proceeds of said loan and the payment of such indebtedness; consenting to the assignment of the City's obligation under such loan agreement; and certain other matters (to fund the Legends Drive Expansion), by Mayor Philip Craighead.

8. **Ordinance No. 16-5168**, first reading, changing unaddressed property on Leeville Pike from RR (Rural Residential Agricultural) to RS12 (Medium Density Single Family Residential 12,000) in Ward 4 (34.35 acres; Tax Map 79, Parcels 51.06 and 51.07), by Paul Corder, Planning Director. (Request by Steve Gruver)

9. **Ordinance No. 16-5169**, first reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing the area of Stumpy Lane, Walnut Grove Road and Murfreesboro Road from CO (Commercial/Office) and RMU (Residential Mixed Use) to CO (Commercial/Office) and LDR (Low Density Residential), by Paul Corder, Planning Director.

10. **Ordinance No. 16-5170**, first reading, changing 1235, 1249, 1253, and 1295 Murfreesboro Road and unaddressed property on Murfreesboro Road from RR (Rural Residential Agricultural) to CS (Commercial Service) in Ward 3 (17.43 acres; Tax Map 92, Parcels 16, 18, 19, 20.01 and 53.03), by Paul Corder, Planning Director. (Request by Melvin Sloan, Nancy Comer and Charles Dornan)

11. **Ordinance No. 16-5172**, first reading, to amend Title 14 by adding Section 14.804 (J) to create Conservation Development Design Guidelines, by Paul Corder, Planning Director.

12. **Resolution No. 16-1924**, adopting a Plan of Services for the annexation of 418 Stumpy Lane and unaddressed property on Murfreesboro Road/U.S. 231 (Tax Map 92, Parcels 53.04 and 53.05; 24.17 acres) to be added to Ward 3, by Paul Corder, Planning Director. (Request by Jimmy Comer, Hendrick Contracting and Charles Dornan)

13. **Resolution No. 16-1925**, annexing unaddressed property at 418 Stumpy Lane and unaddressed property on Murfreesboro Road/U.S. 231, also identified as Tax Map 92, Parcels 53.04 and 53.05, containing 24.17 acres in the records of the Wilson County Assessor of Property to be added to Ward 3, by Paul Corder, Planning Director. (Request by Jimmy Comer, Hendrick Contracting and Charles Dornan)

14. **Ordinance No. 16-5171**, first reading, requesting a zoning approval of 24.17 acres on 418 Stumpy Lane and unaddressed property on Murfreesboro Road/U.S. 231 (Tax Map 92, Parcels 53.04 and 53.05) to CS (Commercial Service) and RR (Rural Residential Agricultural) in Ward 3, by Paul Corder, Planning Director. (Request by Jimmy Comer and Hendrick Contracting)

15. **Resolution No. 16-1926**, in support of the GHSO Alcohol Countermeasures Grant Application, by Mike Justice, Interim Police Chief.

12. ADJOURNMENT

CITY COUNCIL MEETING

March 1, 2016

The City Council met in regular session in the Town Meeting Hall of the City of Lebanon Administration Building at Castle Heights.

Prior to calling the Regular Called City Council Meeting to order, Mayor Craighead announced there will be one drop-in added to this evening's agenda: Ordinance No. 16-5154, regarding renovation of the Floyd & Baxter Building.

Mayor Craighead called the Regular Called City Council Meeting to order at 6:00 p.m.

Invocation was given by Jeff Baines, Commissioner of Public Works.

Mike Justice, Interim Police Chief, led the Pledge of Allegiance to the United States Flag.

Council members present: Lanny Jewell, Fred Burton, Bernie Ash, Tick Bryan and Rick Bell. Also present were Robert D. Springer, Commissioner of Finance and Revenue; Andy Wright, City Attorney; and Jaci Diebner, Secretary. Absent: Councilor Rob Cesternino.

Approval of Minutes:

Motion was made by Councilor Bryan, seconded by Councilor Burton, to approve the minutes of the February 11, 2016, Special Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Motion was made by Councilor Burton, seconded by Councilor Jewell, to approve the minutes of the February 16, 2016, Regular Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Communication from Citizens:

No citizens chose to address the Mayor or City Council at this time.

Communication from Mayor:

Mayor Philip Craighead welcomed Boy Scout Brendon Seacrest to this evening's meeting, as he is working on obtaining his Citizenship Badge.

The Mayor announced that on March 3, 2016, at 11:30 a.m. the Boy Scouts will be having their Court of Honor at the Capital Theatre.

Beginning April 4 through April 15, 2016, the City of Lebanon will be having its Annual Spring Clean-up. Staff will be coming by your home to pick up those things that you no longer want. The Mayor advised you need to have them put out by the road early that Monday morning. However, there will be treasure hunters who might want to pick up your treasures before we do.

Mayor Craighead thanked Commissioner Robert Springer for his efforts on behalf of the City by going to the Legislature this past two weeks. He has shown that he is an excellent lobbyist, on behalf of our biennial budget that the City is proposing. This will streamline our budget, as well as, save us some dollars. It has passed the Senate and we thank Senator Hale for promoting that for us. It has unanimously passed the House Local Government Committee today. Within the next week or so, it should go to the House for the final vote.

The Mayor announced that the census is almost complete and the projected final numbers for the population are 32,732. This is 6,542 additional people that call Lebanon home. This translates into \$786, 675. Mayor Craighead stated, "I want to say a major, major thank you to all of you for making this happen.

Reports from Committees / Aldermen / Officers:

1) Councilor Lanny Jewell stated that he has had many phone calls regarding the recent notices that were sent out to utility customers regarding the cap on the sewer charges. Councilor Jewell requested Commissioner Springer clarify this a little more for those citizens who do not understand it.

Commissioner Springer stated, "What the ordinance did--it just raised the cap on the sewer charges for people that exceed--- when they are watering their yards and things like that in the summertime, that water is not going into the sewer system; and so therefore, the City is not having to process and treat that water. So, that is where the idea started several years ago of having a cap, and that cap is going to be \$120. That does not mean that people are going to be paying \$120. It means that if you exceed \$120 on your water bill, in certain months, the sewer charge will be capped at \$120.

It cannot exceed it. We are going to change some of the language on the bill. I think some of the problem is that when people look at the bill, the \$120 jumps out at them. And they don't think about the message, but it is being capped at \$120 for six months of the year. So, if you have got watering of your yard going on you won't pay any more than \$120 on the sewer charges."

Councilor Jewell thanked the Police Department and the Emergency Services Unit for the great job they are doing and encouraged them to continue what they are doing. Mayor Craighead agreed that the Police Department is doing a great job of taking care of the drug problem.

Mayor Craighead suggested that if people are doing a lot of irrigation and they do not have a second meter for irrigation where the sewer is not charged, they might want to come and talk to us, and look into that.

3) Councilor Fred Burton was glad to see there was a good turn out on the pre-bid for Legends Drive. There were approximately 6 to 8 packets picked up and hopefully we should be able to get a good quote out of that.

Councilor Burton asked the Mayor if he had attended the Fundraiser for the expansion of the Senior Citizens Center, and if he had any idea how much the City would need to contribute. The Mayor said he had been at the fundraiser and that he has recently spoken with Mike Manous and he is going to give us some ideas and will be working on that. The Mayor also informed everyone there is a family who is wanting to donate \$100,000 to the Senior Citizens Center, as well as another contribution promised. In order to meet the needs for the future the Center will need to be enlarged.

4) Councilor Bernie Ash congratulated the Police Department for doing a great job taking care of the Methamphetamine problem in Lebanon.

Councilor Ash stated that at the end of the last Council Meeting he asked Attorney Wright to do a resolution for him; however, he was informed today that it got held up in the Mayor's office because it could not get a resolution number. He asked why the resolution was held up. Mayor Craighead replied he was not aware, until this morning where it originated. The Mayor pointed out that the upcoming work session would be a good time to get input and to talk about the naming of the Fire Hall.

Councilor Ash expected to see it on the Agenda and he was concerned that a Council member's resolution would be decided on in the Mayor's office. He would have like to seen it on the Agenda so everyone could discuss it tonight. The Mayor replied that something of that nature would need to be discussed by the Council. Although the Mayor agreed with the efforts, he just did not know where it was coming from until this morning at 8:30 a.m. Councilor Ash is concerned if he has another

resolution that gets turned down, he believes it should be turned down at the Council and not by the Mayor. He would like to see his resolutions come before the Council. The Mayor explained that when he saw it he thought it was presented by the fire hall, he was not aware it was attached to Councilor Ash; however, there will be a chance to discuss it at the work session and move it forward. Councilor Ash would like to see it is a resolution at the next meeting.

4) Councilor Tick Bryan noted that his father had expressed his dislike for coughing into the microphone during Council Meetings. He did so over the internet. Councilor Bryan asked that everyone keep in mind if you are going to cough, move the microphone to the side.

Councilor Bryan apologized for not being able to attend the Senior Citizens Fundraiser due to an illness. He believes very much in the expansion and has always tried to support them as much as he could. They definitely need the room.

5) Councilor Rick Bell also supports anything that can be done for the Senior Citizens Center. He visited the Senior Center for the first time the other day and it was a great tour.

Councilor Bell also thanked the Police Department for doing some excellent work in Ward 6 just recently.

Consent Agenda:

The Mayor read the items for the Consent Agenda, asking if there was any discussion on each item. There was none.

Motion was made by Councilor Tick Bryan, seconded by Councilor Fred Burton, to accept the consent agenda. Motion carried unanimously. Consent Agenda was accepted and all Ordinances were read and passed on second/final reading.

Ordinance No. 16-5146, second reading, to authorize budget amendments for ESU (for uniforms and operating supplies; 2015-2016 Fiscal Year Budget), by Mike Justice, Interim Police Chief, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfers – After the Fact*)

PASSED SECOND/FINAL READING

Ordinance No. 16-5148, second reading, to authorize a budget amendment for the Police Department (for contractual services - lease agreement for police motorcycles; 2015-2016 Fiscal Year Budget), by Mike Justice, Interim Police Chief, and Robert Springer, Commissioner of Finance and Revenue. *(Line Item Transfers – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5154, second reading, to authorize budget amendments for Building Inspection to support the hiring of a seasonal Codes Enforcement Officer (2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. *(Line Item Transfer – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5155, second reading, to amend 2015-2016 Fiscal Year for a Base Line Study by Urban3 (2015-2016 Fiscal Year Budget), by Paul Corder, Planning Director. *(Line Item Transfer – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5156, second reading, to authorize budget amendments for the Engineering Department to hire an Urban Designer (2015-2016 Fiscal Year Budget), by Paul Corder, Planning Director. *(Line Item Transfer – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5157, second reading, to reclassify the Administrative Assistant position in the Planning/Engineering Department to that of Planning Administrative Assistant II and to amend the Engineering Department Budget (2015-2016 Fiscal Year Budget), by Paul Corder, Planning Director. *(Line Item Transfer – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5158, second reading, to authorize a one-time flat money credit to City of Lebanon Utility Customers (2015-2016 Fiscal Year Budget), by Councilor Fred Burton.

PASSED SECOND/FINAL READING

Ordinance No. 16-5159, second reading, to approve the contract with TDOT for resurfacing, restoration and rehabilitation of a segment of South Hartmann Drive in the City of Lebanon and to amend the budget for providing engineering services (2015-2016 and 2016-2017 Fiscal Year Budgets), by Regina Santana, Engineering Director of Development, and Jeff Baines, Commissioner of Public Works.

PASSED SECOND/FINAL READING

Ordinance No. 16-5161, second reading, to hire two part-time employees for the Fire Department (2015-2016 Fiscal Year Budget), by Chris Dowell, Fire Chief, and Sylvia Reichle, Human Resources Director.

PASSED SECOND/FINAL READING

New Business:

Resolution No. 16-1917, in honor of William M. Manier, by Councilor Fred Burton.

Motion was made by Councilor Burton, seconded by Councilor Jewell, to pass said Resolution on first reading. Motion carried unanimously. Resolution was read and passed.

Ordinance No. 16-5160, first reading, to establish Pay Rate for Part-Time and Seasonal Employees (2015-2016 Fiscal Year Budget), by Mayor Philip Craighead, Councilor Fred Burton, and Councilor Rob Cesternino.

Motion was made by Councilor Bryan, seconded by Councilor Burton, to pass said Ordinance on first reading. Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 16-5162, first reading, to authorize a budget amendment for the Gas Department (to replace 10 year old iPads; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before the Fact*)

Motion was made by Councilor Burton, seconded by Councilor Jewell, to pass said Ordinance on first reading. Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 16-5163, first reading, to approve the lease, renewal lease, and rental rates for Row A and Row B T-Hangars at the Lebanon Municipal Airport (2015-2016 and 2016-2017 Fiscal Year Budgets), by TO Cragwall, Airport Commission Chairman, and Jeff Baines, Commissioner of Public Works.

Motion was made by Councilor Burton, seconded by Councilor Bryan, to pass said Ordinance on first reading. Motion carried unanimously. Ordinance was read and passed on first reading.

Resolution No. 16-1918, in support of Fiscal Year 2016 THDA Home Grant Application (2015-2016 and 2016-2017 Fiscal Year Budgets), by Jeff Baines, Commissioner of Public Works.

Motion was made by Councilor Burton, seconded by Councilor Jewell, to pass said Resolution on first reading. Motion carried unanimously. Resolution was read and passed.

Resolution No. 16-1919, to adopt the City of Lebanon Personnel Rules and Regulations Policy revisions relative to Rule III: Pay Plan; and Rule XV: Holidays and Leaves (2015-2016 Fiscal Year Budget), by Sylvia Reichle, Human Resources Director.

Motion was made by Councilor Bryan, seconded by Councilor Burton, to pass said Resolution on first reading. Motion carried unanimously. Resolution was read and passed.

Ordinance No. 16-5164, first reading, to appropriate funds for the expansion of the Water/Sewer Building on Carver Lane to be leased by the Police Department, by Commissioner of Public Works Jeff Baines.

Motion was made by Councilor Burton, seconded by Councilor Bell, to pass said Ordinance on first reading. Motion carried unanimously. Ordinance was read and passed on first reading.

Prior to adjournment, the Mayor had one more item of business. In honor of General Aviation Appreciation Month Mayor Craighead read the following Proclamation as follows:

GENERAL AVIATION APPRECIATION MONTH

WHEREAS, The City of Lebanon in the State of Tennessee has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS, General aviation and the Lebanon Municipal Airport have an immense economic impact on Lebanon; and

WHEREAS, *Tennessee boasts a robust network of 79 public commercial and general aviation airports, serving more than 12,000 pilots and 4,000 general aviation aircraft; and*

WHEREAS, *General aviation not only supports Tennessee's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, and by transporting business travelers to their destinations quickly and safely; and*

WHEREAS, *The nation's aviation infrastructure represents an important public benefit, and Congressional oversight should be in place to ensure stable funding of this system.*

NOW, THEREFORE, *I, Philip Craighead, Mayor of the City of Lebanon, Tennessee, do hereby proclaim general aviation a vital strategic resource to the City of Lebanon and declare the month of March 2016 as General Aviation Month.*

The Regular Called City Council Meeting of March 1, 2016 adjourned at 6:43 p.m.

Attest:

Approved:

Robert D. Springer
Commissioner of Finance & Revenue

Philip Craighead
Mayor

Secretary:

Jaci Diebner

ORDINANCE NO. 16-5164

DROP IN

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROPRIATE FUNDS FOR THE EXPANSION OF THE WATER/SEWER BUILDING ON CARVER LANE TO BE LEASED BY THE POLICE DEPARTMENT

WHEREAS, it is necessary to appropriate funds from the Water/Sewer funds up to \$100,000 to pay for the expansion of the Water/Sewer building located on Carver Lane; and

WHEREAS, the Police Department will lease the new expansion for \$1,000 per month; and

WHEREAS, if the Police Department provides security lights, cameras, and other features, then the Commissioner of Public Works and the Commissioner of Finance will adjust the monthly lease rate to reflect the monthly value of the security features being provided by the Police Department.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to appropriate funds from the Water/Sewer funds up to One Hundred Thousand Dollars (\$100,000.00) to pay for the expansion of the Water/Sewer building located on Carver Lane.

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to arrange for the expansion of the Water/Sewer building to be leased to the Lebanon Police Department at a rate of One Thousand Dollars (\$1,000.00) per month. Upon completion of such expansion, the Commissioner of Finance and Revenue and the Commissioner of Public Works are hereby authorized to negotiate an equitable credit towards such monthly rate if the Police Department provides security lights, cameras, and other features.

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ord. No. 16-5164
Page 2

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 16-5160

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO ESTABLISH PAY RATE FOR PART TIME AND SEASONAL EMPLOYEES

WHEREAS, a compensation correction has recently been made for full time employees of the City of Lebanon; and

WHEREAS, it is now necessary to address a compensation correction for part time and seasonal employees.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor, the Commissioner of Finance and Revenue, and the Human Resources Director are hereby authorized establish a pay rate for part time and seasonal employees as follows:

Effective the first full pay period in April, 2016 (beginning on April 2, 2016) the starting pay rate for part time and seasonal employees will be set at a minimum of \$11.00 per hour. Department Heads shall not hire part time or seasonal employees above the City's established minimum rate of pay unless the part time or seasonal position has a designated Pay Grade assigned by Human Resources and that Pay Grade is above the minimum.

Part time or seasonal employees who left the City's employment on good terms and are later rehired may be rehired at \$11.25 per hour, provided that employee had no disciplinary actions in their prior 12 months of employment with the City.

Regular part time employees shall be eligible to receive longevity and merit pay increases per Rule III Pay Plan, Section 3.5 Longevity Based Pay Increases and 3.6 Performance or Merit Pay Increases.

Section 2. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/01/16

Passed second reading: _____

ORDINANCE NO. 16-5162

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A
BUDGET AMENDMENT FOR THE GAS DEPARTMENT**

WHEREAS, the Lebanon City Council approved and adopted the 2015 – 2016 fiscal year budget on June 2, 2015 by Ord. No. 15-4924; and

WHEREAS, a budget amendment is necessary for the Gas Department to replace 10 year old iPads; and

WHEREAS, the appropriate budget amendment is incorporated on the attached table by reference as if stated verbatim herein.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the FY 2015 – 2016 City of Lebanon budget in the following manner for the replacement of 10 year old iPads for the Gas Department:

Department: Gas		
From: 41590001-79010	Retained Earnings	\$5,000.00
To: 41552413-73100	Office Supplies	\$5,000.00

Section 2. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/01/16

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT. FINANCE DEPT.
BUDGET AMENDMENT FORM
FY 2015-2016

2016 FEB 17 PM 1:27

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT GAS

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41590001 79010	Retained Earnings	\$ 5,000.00	
	Total	\$ 5,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41552413 73100	Office Supplies		\$ 5,000.00
	Total		\$ 5,000.00

REQUESTED BY _____

DATE 2/17/16

DEPARTMENT HEAD _____

DATE 2/17/16

COMM. OF FINANCE _____

DATE 2/18/16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

To replace 10 yr old I-pads in gas dept

ORDINANCE NO. 16-5163

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE THE LEASE, RENEWAL LEASE, AND RENTAL RATES FOR ROW A AND ROW B T HANGARS AT THE LEBANON MUNICIPAL AIRPORT

WHEREAS, it is necessary to revise the lease and renewal lease for Row A and Row B T Hangars at the Lebanon Municipal Airport in order to include insurance requirements; and

WHEREAS, it is necessary to increase the rental rates for Row A T Hangars from \$165 to \$173 and for Row B T Hangars from \$205 to \$215; and

WHEREAS, all leases will continue to require approval by City Council after negotiations are completed between the lessee and the Airport Commission.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The rental rate of \$173.00 per month for Row A T Hangars at the Lebanon Municipal Airport is hereby approved.

Section 2. The rental rate of \$215.00 per month for Row B T Hangars at the Lebanon Municipal Airport is hereby approved.

Section 3. The revised Row A T Hangar Lease and Renewal Row A T Hangar Lease, attached hereto by reference as if appearing verbatim herein, are hereby approved.

Section 4. The revised Row B T Hangar Lease and Renewal Row B T Hangar Lease, attached hereto by reference as if appearing verbatim herein, are hereby approved.

Section 5. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/01/16

Passed second reading: _____

ROW A T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this _____ day of _____, 201__, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row A, at the Lebanon Airport, designated as Hangar #A-__ together with reasonably necessary rights of access across Lessor(s)' adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on _____, and shall remain in effect thru December 31, 201__.

2. Rent. Lessee(s) shall pay, as rent for the use of the described hangar, the amount of One Hundred Seventy-Three (\$173.00) Dollars per month, and two (2) months' rent shall be paid at the time of the execution of this agreement and shall be considered as the first and last monthly payment. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental

consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. Lessee(s) shall conform to Lebanon Municipal Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessors(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims. Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon

as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

6. Lessee(s) shall not, without Lessor(s)' written consent, make any alternations, modification, additions or improvements in or to the leased premises and shall not deface or permit the defacing of any part of the leased premises; shall not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this lease or sublet the leased premises, or any part thereof, without the prior written consent of Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or

permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this lease, enter upon the leased premises for the purpose of inspecting said premises.

10. Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to Lessor(s) in as good a condition as when received, reasonable wear and tear expected. Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the lease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of Lessor(s) to terminate the lease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, Lessor(s) may at their election continue the lease and recover the damages from Lessee(s) for said default or breach, this right also being a continuing one.

12. Should Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should

Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorate basis, pays the rent due.

13. If suit is brought by Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee(s), arising under this agreement or by law, then Lessee(s) hereby agree to pay Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then Lessor(s), at Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in Lessor(s) having a lien in the amount of unpaid rents upon Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to

month with the rental consideration to be due and owing based upon the prior rental payments; however, at any time during said holdover, at the option of Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage or aircraft owned or leased by Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) do hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) state that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft.

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to Lessor(s) and Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the

insolvency, then Lessor(s), at their option, may declare a material breach of this agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the lease agreement should be terminated.

2/19/16

IN WITNESS WHEREOF, the parties have executed this instrument on the date
and year first above written.

LESSOR(S):

LESSEE(S):

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

STATE OF TENNESSEE
WILSON COUNTY

On this the ___ day of _____, 20__, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____ (Lessee), to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ___ day of _____, 20__.

NOTARY PUBLIC

Commission Expires: _____

RENEWAL
ROW A T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this 1st day of January, 2016, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row A, at the Lebanon Airport, designated as Hangar # A-___, together with reasonably necessary rights of access across Lessor(s)' adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on January 1, 2016, and shall remain in effect thru December 31, 2017.

2. Rent. Lessee(s) shall pay, as rent for the use of the described hangar, the amount of One Hundred Seventy-Three (\$173.00) Dollars per month. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. Lessee(s) shall conform to Lebanon Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessor(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims. Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and

Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) --

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

6. Lessee(s) shall not, without Lessor(s)' written consent, make any alternations, modification, additions or improvements in or to the leased premises and shall not deface or permit the defacing of any part of the leased premises; shall not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this lease or sublet the leased premises, or any part thereof, without the prior written consent of Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this lease, enter upon the leased premises for the purpose of inspecting said premises.

10. Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to Lessor(s) in as good a condition as when received, reasonable wear and tear expected. Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the lease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of Lessor(s) to terminate the lease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, Lessor(s) may at their election continue the lease and recover the damages from Lessee(s) for said default or breach, this right also being a continuing one.

12. Should Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorate basis, pays the rent due.

13. If suit is brought by Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee(s), arising under this agreement or by law, then Lessee(s) hereby agree to pay Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then Lessor(s), at Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in Lessor(s) having a lien in the amount of unpaid rents upon Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at any time during said holdover, at the option of Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage or aircraft owned or leased by Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) do hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) state that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft.

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to Lessor(s) and Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then Lessor(s), at their option, may declare a material breach of this agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall

be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the lease agreement should be terminated.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year

first above written.

LESSOR(S):

LESSEE(S):

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

STATE OF TENNESSEE
WILSON COUNTY

On this the ____ day of _____, 20__, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ____ day of _____, 20__.

NOTARY PUBLIC

Commission Expires: _____

ROW B T-HANGAR LEASE

WITH

CITY OF LEBANON

THIS AGREEMENT, made and entered into this _____ day of _____, 201__, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row B at the Lebanon Airport, designated as Hangar B-____, together with reasonably necessary rights of access across Lessor(s)' adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on _____, and shall remain in effect through December 31, 201__.

2. Rent. Lessee (s) shall pay, as rent for the use of the described hangar, the amount of Two Hundred Fifteen (\$215.00) dollars per month, and two (2) months' rent shall be paid at the time of the execution of this agreement and shall be considered as the first and last monthly payment. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a

monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. Lessee(s) shall conform to Lebanon Municipal Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessors(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims. Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such

Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

6. Lessee(s) shall not, without Lessor(s)' written consent, make any alternations, modification, additions or improvements in or to the leased premises and shall not deface or permit the defacing of any part of the leased premises; shall not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this lease or sublet the leased premises, or any part thereof, without the prior written consent of Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this lease, enter upon the leased premises for the purpose of inspecting said premises.

10. Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to Lessor(s) in as good a condition as when received, reasonable wear and tear expected. Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the lease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of Lessor(s) to terminate the lease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, Lessor(s) may at their election continue the lease and recover the damages from Lessee(s) for said default or breach, this right also being a continuing one.

12. Should Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorated basis, pays the rent due.

13. If suit is brought by Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee(s), arising under this agreement or by law, then Lessee(s) hereby agree to pay Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then Lessor(s), at Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in Lessor(s) having a lien in the amount of unpaid rents upon Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at anytime during said holdover, at the option of Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage or aircraft owned or leased by Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) do hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) state that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft.

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to Lessor(s) and Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then Lessor(s), at their option, may declare a material breach of this agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld.

Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason (s) why the lease agreement should be terminated.

2/19/16

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year

first above written.

LESSOR(S):

LESSEE(S): _____

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

2/19/16

STATE OF TENNESSEE
WILSON COUNTY

On this the ___ day of _____, 20___, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____ (Lessee), to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ___ day of _____, 20__.

NOTARY PUBLIC

Commission Expires: _____

RENEWAL
ROW B T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this 1st day of January, 2016, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row B, at the Lebanon Airport, designated as Hangar # B-___, together with reasonably necessary rights of access across Lessor(s)' adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on January 1, 2016, and shall remain in effect through December 31, 2017.

2. Rent. Lessee(s) shall pay, as rent for the use of the described hangar, the amount of Two Hundred Fifteen (**\$215.00**) ollars per month. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. Lessee(s) shall conform to Lebanon Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessor(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims. Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and

Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

6. Lessee(s) shall not, without Lessor(s)' written consent, make any alternations, modification, additions or improvements in or to the leased premises and shall not deface or permit the defacing of any part of the leased premises; shall not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this lease or sublet the leased premises, or any part thereof, without the prior written consent of Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this lease, enter upon the leased premises for the purpose of inspecting said premises.

10. Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to Lessor(s) in as good a condition as when received, reasonable wear and tear expected. Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the lease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of Lessor(s) to terminate the lease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, Lessor(s) may at their election continue the lease and recover the damages from Lessee(s) for said default or breach, this right also being a continuing one.

12. Should Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorated basis, pays the rent due.

13. If suit is brought by Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee(s), arising under this agreement or by law, then Lessee(s) hereby agree to pay Lessor(s)

all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then Lessor(s), at Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in Lessor(s) having a lien in the amount of unpaid rents upon Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at any time during said holdover, at the option of Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage of aircraft owned or leased by Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted except that in aircraft fuel

tanks. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) do hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) state that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft.

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal

property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to Lessor(s) and Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then Lessor(s), at their option, may declare a material breach of this agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the lease agreement should be terminated.

IN WITNESS WHEREOF, the parties have executed this instrument on the date
and year first above written.

LESSOR(S):

LESSEE(S): _____

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

STATE OF TENNESSEE
WILSON COUNTY

On this the _____ day of _____, 20____, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this _____ day of _____, 20____.

NOTARY PUBLIC

Commission Expires: _____

RENEWAL
ROW A T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this 1st day of January, 2016₄, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto the Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row A, at the Lebanon Airport, designated as Hangar # A-___, together with reasonably necessary rights of access across Lessor(s)'s adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on January 1, 2016₄, and shall remain in effect thru December 31, 2017₅.

2. Rent. Lessee(s) shall pay, as rent for the use of the described hangar, the amount of One Hundred ~~Seventy-Three~~~~Sixty-Five~~ ~~(\$173.00)~~~~(\$165.00)~~ Dollars per month. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to the Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. ~~The~~ Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. ~~The~~ Lessee(s) shall conform to Lebanon Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also ~~will~~ conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessor(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims, ~~but shall not be required to make any expenditures to comply therewith unless necessitated by their fault. The Lessee(s) shall save harmless and indemnify the Lessor(s) from any liability arising from injury to person or property caused by any act or omission of the Lessee(s), their guests, agents or servants; and Lessee(s) shall~~ at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured

with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

~~Lessor(s) shall not be responsible for theft or casualty loss sustained by Lessee(s). Lessee(s) hereby agree to hold Lessor(s) harmless for any loss except that occasioned by Lessor's gross negligence.~~

6. Lessee(s) ~~shall will~~ not, without the Lessor(s)'s written consent, make any alternations, modification, additions or improvements in or to the leased premises and ~~shall will~~ not deface or permit the defacing of any part of the leased premises; ~~shall will~~ not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this ~~!Lease~~ or sublet the leased premises, or any part thereof, without the prior written consent of the Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit

any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of the Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this Lease, enter upon the leased premises for the purpose of inspecting said premises.

10. The Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to the Lessor(s) in as good a condition as when received, reasonable wear and tear ~~expec~~accepted. The Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the Lease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of the Lessor(s) to terminate the Lease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, the Lessor(s) may at their election continue the Lease and recover the damages from the Lessee(s) for said default or breach, this right also being a continuing one.

12. Should the Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should the

Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorate basis, pays the rent due.

13. If suit is brought by the Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of the Lessee(s), arising under this agreement or by law, then the Lessee(s) hereby agree to pay the Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event the Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then the Lessor(s), at the Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of the Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in the Lessor(s) having a lien in the amount of unpaid rents upon the Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should the Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at

~~anytimeany time~~ during said holdover, at the option of the Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage of aircraft owned or leased by the Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks, ~~is prohibited~~. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall will be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) does hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by the Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) states that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager

~~immediately of another aircraft type and N# replacing the original aircraft, and no other, without approval of Lessor(s).~~

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to the Lessor(s) and the Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This ~~l~~lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if the Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then the Lessor(s), at their option, may declare a material breach of this ~~a~~Agreement, and take possession of the property as described above.

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29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this Lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the lease agreement should be terminated.

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____ IN WITNESS WHEREOF, the parties have executed this instrument on the date and year first above written.

LESSOR(S):

LESSEE(S):

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

RECOMMENDED BY:

CHAIRMAN
LEBANON AIRPORT COMMISSION

2/19/16

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STATE OF TENNESSEE
WILSON COUNTY

On this the ____ day of _____, 20____, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ____ day of _____, 20____.

NOTARY PUBLIC

Commission Expires: _____

ROW A T-HANGAR LEASE

WITH

CITY OF LEBANON

THIS AGREEMENT, made and entered into this 8th day of December, 2015, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and Dan Liles hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto the Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row A, at the Lebanon Airport, designated as Hangar #A-1 together with reasonably necessary rights of access across Lessor(s)'s adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on January 1, 2016, and shall remain in effect thru December 31, 2017.

2. Rent. Lessee(s) shall pay, as rent for the use of the described hangar, the amount of One Hundred ~~Seventy-Three~~ ~~Sixty-Five~~ ~~(\$173.00)~~ ~~(\$165.00)~~ Dollars per month, and two (2) months' rent shall be paid at the time of the execution of this agreement and shall be considered as the first and last monthly payment. The monthly rent amount shall be reviewed in October or November each year and any change shall only be

implemented upon a 30 day written notice to the Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. ~~The~~ Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. ~~The~~ Lessee(s) ~~shall~~ will conform to Lebanon Municipal Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. ~~Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessors(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims, but shall not be required to make any expenditures to comply therewith unless necessitated by their fault. The Lessee(s) shall save harmless and indemnify the Lessor(s) from any~~

~~liability arising from injury to person or property caused by any act or omission of the Lessee(s), their guests, agents or servants; and Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.~~

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

~~Lessor(s) shall not be responsible for theft or casualty loss sustained by Lessee(s). Lessee(s) hereby agree to hold Lessor(s) harmless for any loss except that occasioned by Lessor's gross negligence.~~

6. Lessee(s) ~~shall~~ will not, without the Lessor(s)'s written consent, make any alternations, modification, additions or improvements in or to the leased premises and ~~shall~~ will not deface or permit the defacing of any part of the leased premises; ~~shall~~ will not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this lease or sublet the leased premises, or any part thereof, without the prior written consent of the Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of the Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this lease, enter upon the leased premises for the purpose of inspecting said premises.

10. ~~The~~ Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to ~~the~~ Lessor(s) in as good a condition as when received, reasonable wear and tear ~~expected~~ ~~accepted~~. ~~The~~ Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the

~~Lease~~, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of the Lessor(s) to terminate the ~~Lease~~ for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, ~~the~~ Lessor(s) may at their election continue the ~~Lease~~ and recover the damages from ~~the~~ Lessee(s) for said default or breach, this right also being a continuing one.

12. Should ~~the~~ Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should ~~the~~ Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorated basis, pays the rent due.

13. If suit is brought by ~~the~~ Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of ~~the~~ Lessee(s), arising under this agreement or by law, then ~~the~~ Lessee(s) hereby agree to pay ~~the~~ Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior

walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event ~~the~~ Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then ~~the~~ Lessor(s), at ~~the~~ Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of ~~the~~ Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in ~~the~~ Lessor(s) having a lien in the amount of unpaid rents upon ~~the~~ Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should ~~the~~ Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at any time during said holdover, at the option of ~~the~~ Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage or aircraft owned or leased by ~~the~~ Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks, ~~is prohibited~~. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities ~~will~~shall be conducted on these premises or any activities that may conflict with any operation of the

local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) does hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by the Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) states that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft, and no other, without approval of Lessor(s).

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or

loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to ~~the~~ Lessor(s) and ~~the~~ Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This ~~l~~ease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if ~~the~~ Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then ~~the~~ Lessor(s), at their option, may declare a material breach of this ~~a~~Agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this ~~l~~ease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the lease agreement should be terminated.

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____ IN WITNESS WHEREOF, the parties have executed this instrument on the date
and year first above written.

LESSOR(S):

LESSEE(S):

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

RECOMMENDED BY:

CHAIRMAN
LEBANON AIRPORT COMMISSION

STATE OF TENNESSEE
WILSON COUNTY

On this the ___ day of _____, 20___, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____ (Lessee), to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ___ day of _____, 20__.

NOTARY PUBLIC

Commission Expires: _____

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RENEWAL
ROW B T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this 1st day of January, 2016~~4~~, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____ hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto the Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row B, at the Lebanon Airport, designated as Hangar # B-___, together with reasonably necessary rights of access across Lessor(s)'s adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on January 1, 2016~~4~~ and shall remain in effect through December 31, 2017~~5~~.

2. Rent. Lessee-(s) shall pay, as rent for the use of the described hangar, the amount of ~~Two Hundred Fifteen~~ ~~Two Hundred Five~~ ~~(\$215.00)~~ ~~(\$205.00)~~ Dollars per month. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to the Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

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3. ~~The~~ Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. ~~The~~ Lessee(s) shall conform to Lebanon Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessor(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims. ~~will conform to all laws, orders, regulations and ordinances applicable to the leased premises, but shall not be required to make any expenditures to comply therewith unless necessitated by their fault. The Lessee(s) shall save harmless and indemnify the Lessor(s) from any liability arising from injury to person or property caused by any act or omission of the Lessee(s), their guests, agents or servants; and Lessee(s) shall~~ at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide

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a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

~~Lessor(s) shall not be responsible for theft or casualty loss sustained by Lessee(s). Lessee(s) hereby agree to hold Lessor(s) harmless for any loss except that occasioned by Lessor's gross negligence.~~

6. Lessee(s) ~~shall will~~ not, without the Lessor(s)' written consent, make any alternations, modification, additions or improvements in or to the leased premises and ~~shall will~~ not deface or permit the defacing of any part of the leased premises; ~~shall will~~ not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this ~~l~~ease or sublet the leased premises, or any part thereof, without the prior written consent of the Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit

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any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of the Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this ~~L~~Ease, enter upon the leased premises for the purpose of inspecting said premises.

10. ~~The~~ Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to ~~the~~ Lessor(s) in as good a condition as when received, reasonable wear and tear ~~expe~~cepted. ~~The~~ Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the ~~L~~Ease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by Lessee(s)' breach. Failure on the part of ~~the~~ Lessor(s) to terminate the ~~L~~Ease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, ~~the~~ Lessor(s) may at their election continue the ~~L~~Ease and recover the damages from ~~the~~ Lessee(s) for said default or breach, this right also being a continuing one.

12. Should ~~the~~ Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should ~~the~~

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Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorate basis, pays the rent due.

13. If suit is brought by the Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of the Lessee(s), arising under this agreement or by law, then the Lessee(s) hereby agree to pay the Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event the Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then the Lessor(s), at the Lessor(s)' option, may declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of the Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in the Lessor(s) having a lien in the amount of unpaid rents upon the Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should the Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at

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any time during said holdover, at the option of the Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage of aircraft owned or leased by the Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid ~~shall not be permitted,~~ except that in aircraft fuel tanks, ~~is prohibited.~~ No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities ~~shall~~ will be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects, shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) does hereby consent to the search of its leased premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by the Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) states that aircraft _____ shall be the aircraft using the leased premises; ~~and no other, without approval of Lessor(s).~~ Lessee(s) will inform the Lebanon Airport

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Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft.

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to the Lessor(s) and the Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

26. This Lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if the Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then the Lessor(s), at their option, may declare a material breach of this Agreement, and take possession of the property as described above.

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29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this Lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason(s) why the Lease Agreement should be terminated.

_____ IN WITNESS WHEREOF, the parties have executed this instrument on the date
and year first above written.

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LESSOR(S):

LESSEE(S): _____

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

RECOMMENDED BY:

CHAIRMAN
LEBANON AIRPORT COMMISSION:

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STATE OF TENNESSEE
WILSON COUNTY

On this the ____ day of _____, 20____, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ____ day of _____, 20____.

NOTARY PUBLIC

Commission Expires: _____

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ROW B T-HANGAR LEASE
WITH
CITY OF LEBANON

THIS AGREEMENT, made and entered into this _____8th day of _____July, 201__5, by and between City of Lebanon, Tennessee, hereinafter referred to as Lessor(s) and _____Joe Giesike hereinafter referred to as Lessee(s).

WITNESSETH:

Lessor(s) do hereby lease and rent unto the Lessee(s) for the consideration stated herein, the following described property, to-wit:

Being a part of the "T" Hangar Row B at the Lebanon Airport, designated as Hangar B-__48, together with reasonably necessary rights of access across Lessor(s)'s adjoining areas. Vehicle entrance shall be by way of the Castle Heights Avenue gate. Automobiles shall not be allowed to cross the "tie-down" ramp.

The following terms and conditions shall govern the rental by Lessor(s) of hangar space to Lessee(s):

1. Term. This agreement shall commence on _____August 1, 2015, and shall remain in effect through December 31, 201__5.

2. Rent. Lessee (s) shall pay, as rent for the use of the described hangar, the amount of ~~Ttwo Hhundred Fifteen five (\$215.00)~~(\$205.00) Dollars per month, and two (2) months' rent shall be paid at the time of the execution of this agreement and shall be considered as the first and last monthly payment. The monthly rent amount shall be reviewed in October or November each year and any change shall only be implemented upon a 30 day written notice to the Lessee(s). Lessee(s), if in good standing, shall have the first right of refusal for renewal at the end of each lease period, at a monthly rental consideration negotiated between the parties at the

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time of renewal. Lessee(s) shall be responsible for full payment of rental consideration during term of this agreement.

3. ~~The~~ Lessee(s) agree to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee(s).

4. ~~The~~ Lessee(s) ~~shall~~ will conform to Lebanon Municipal Airport Minimum Standards and Rules and Regulations per City of Lebanon Ordinance No. 15-4855. Lessee(s) shall also conform, at Lessee(s)' expense, to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. Lessee(s) shall agree to indemnify, defend, save, and hold harmless the City of Lebanon, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee(s) or any of its owners, officers, directors, agents, employees, or subcontractors. It is the specific intention of Lessee(s) and Lessors(s), City of Lebanon, that the City of Lebanon shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City of Lebanon, be indemnified by Lessee(s) from and against any and all claims, but shall not be required to make any expenditures to comply therewith unless necessitated by their fault. The Lessee(s) shall save harmless and indemnify the Lessor(s) from any liability arising from injury to person or property caused by any act or omission of the Lessee(s), their guests, agents or servants; and Lessee(s) shall at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

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~~but shall not be required to make any expenditures to comply therewith unless necessitated by their fault. The Lessee(s) shall save harmless and indemnify the Lessor(s) from any liability arising from injury to person or property caused by any act or omission of the Lessee(s), their guests, agents or servants; and at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.~~

5. Lessee(s) shall provide insurance for the protection of their own personal property against loss or damage by fire, lightning, storm or other casualty or theft. Lessee(s) must provide a Certificate of Insurance and shall include the City of Lebanon as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. Lessee(s) must provide such Certificate of Insurance to the City of Lebanon on an annual basis. The insurer must (1.) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2.) have an A.M. Best financial rating of A-(X) or better; and (3.) be otherwise acceptable to the Administration of the City of Lebanon. The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Lebanon receives at least thirty (30) days advance written notice from Lessee(s). Lessee(s) must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability (or an equivalent Liability coverage) –

\$1,000,000 Each Occurrence

\$500,000 Damage to Rented Premises (Each Occurrence)

\$1,000,000 General Aggregate

~~Lessor(s) shall not be responsible for theft or casualty loss sustained by Lessee(s).~~

~~Lessee(s) hereby agree to hold Lessor(s) harmless for any loss except that occasioned by Lessor's gross negligence.~~

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6. Lessee(s) ~~shall~~will not, without the Lessor(s)'s written consent, make any alternations, modification, additions or improvements in or to the leased premises and ~~shall~~will not deface or permit the defacing of any part of the leased premises; ~~shall~~will not do or suffer anything to be done on the leased premises which will increase the rate of fire or hazard insurance on the premises; and shall not assign this ~~l~~ease or sublet the leased premises, or any part thereof, without the prior written consent of~~the~~ Lessor(s).

7. Lessee(s) agree not to deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so, and not to engage in or permit any illegal activity upon the premises, and not to make or suffer or permit any nuisance thereon and to abate any nuisance that may arise promptly and all at the expense of~~the~~ Lessee(s).

8. Lessee(s) agree to conduct themselves and require other persons on the premises with their consent to conduct neighbors' peaceful enjoyment of the premises.

9. Lessor(s) or their agents or anyone authorized by them may at any reasonable time during the term of this ~~l~~ease, enter upon the leased premises for the purpose of inspecting said premises.

10. ~~The~~Lessee(s), by the execution of this instrument, admit that the space described herein has been inspected by them and meets with their approval. Lessee(s) agree at the end of the occupancy hereunder to deliver up and surrender said premises to~~the~~ Lessor(s) in as good a condition as when received, reasonable wear and tear ~~expected~~excepted. ~~The~~Lessee(s), having inspected the premises, and accept the premises "as is".

11. It is agreed that any rent which is accepted by Lessor(s) from Lessee(s) which is insufficient to bring Lessee(s) into total compliance with the rent requirements of the ~~l~~ease, is deemed to be accepted by Lessor(s) with the specific reservation of Lessor(s)' right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of

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damages caused by Lessee(s)' breach. Failure on the part of ~~the~~ Lessor(s) to terminate the ~~L~~ease for any default or breach shall not be considered as a waiver of Lessor(s)' right of election as to any subsequent breach, the right being a continuing one; or, ~~the~~ Lessor(s) may at their election continue the ~~L~~ease and recover the damages from ~~the~~ Lessee(s) for said default or breach, this right also being a continuing one.

12. Should ~~the~~ Lessor(s), at their option, either extend the time for payment of rent or accept partial payments on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should ~~the~~ Lessor(s), at their option, accept a partial payment on any installments, Lessor(s) expressly reserve the right to reentry and termination as in the case of nonpayment of rent, at any time after the date to which said partial payment, figured on a prorate basis, pays the rent due.

13. If suit is brought by ~~the~~ Lessor(s) for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of ~~the~~ Lessee(s), arising under this agreement or by law, then ~~the~~ Lessee(s) hereby agree to pay ~~the~~ Lessor(s) all the costs in connection therewith, including but not limited to a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

14. Lessor(s) shall maintain the structural components of the hangar, including doors and door mechanisms. Lessee(s) shall be responsible and liable for any damages to the hangar caused by Lessee(s)' use, including, but not limited to, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, and doors damaged due to Lessee(s)' improper or negligent operation. Lessee(s) shall also be responsible and liable for any damages caused by their agents or guests.

15. In the event ~~the~~ Lessee(s) fail to pay the monthly rental consideration as stated herein in a timely manner as stated above, then ~~the~~ Lessor(s), at ~~the~~ Lessor(s)' option, may

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declare a breach of this rental agreement and thereby take possession of the subject premises for the use and benefit of the Lessor(s). Furthermore, failure to remit timely rental payments and/or failure to comply with any condition of this lease shall result in the Lessor(s) having a lien in the amount of unpaid rents upon the Lessee(s)' aircraft and/or other equipment and personal property stored on the premises.

16. Should the Lessee(s) hold over after the initial term of this lease or at the end of any extension hereof, said holding over shall be considered to be a term from month to month with the rental consideration to be due and owing based upon the prior rental payments; however, at anytime during said holdover, at the option of the Lessor(s), the monthly rental consideration may be increased upon fifteen (15) days written notice.

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17. Lessee(s) agree to keep the premises, including the hangar and the immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris.

18. The hangar hereby leased shall be used only for the storage of aircraft owned or leased by the Lessee(s). No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid shall not be permitted, except that in aircraft fuel tanks, ~~is prohibited~~. No transfer of fuel or spray painting shall be permitted inside the T-Hangar. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities shall will be conducted on these premises or any activities that may conflict with any operation of the local FBO. No long term maintenance, including building or restoration projects shall be permitted on the leased premises. For purposes of definition, long term shall be greater than thirty (30) days.

19. No storage or consumption of alcoholic beverages or illegal drugs or contraband shall be allowed on Airport property. Lessee(s) does hereby consent to the search of its leased

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premises and aircraft by City of Lebanon personnel or any law enforcement officer if a violation of this clause or any criminal statute is reasonably suspected.

20. The hangar rented shall not be subleased or assigned by the Lessee(s), without written approval of the City of Lebanon and the execution of a revised lease agreement. Storage of any aircraft not belonging to, or leased by Lessee(s), shall be considered as a sublease or assignment. Such unauthorized storage of any aircraft shall be deemed a breach of this agreement.

21. Lessee(s) states that aircraft _____ shall be the aircraft using the leased premises. Lessee(s) will inform the Lebanon Airport Commission and the Airport Manager immediately of another aircraft type and N# replacing the original aircraft, and no other, without approval of Lessor(s).

22. Lessee(s) agree not to conduct any activity on the premises which would compete with the Fixed Base Operator. Routine maintenance by Lessee(s) of its aircraft shall not be construed as competition.

23. Lessee(s) agree to hold Lessor(s) harmless from any and all activity conducted on the leased premises by Lessee(s), or its agents, representatives, employees or invitees. Lessee(s) further shall hold Lessor(s) harmless from any theft, damage, or loss of Lessee(s)' personal property on the leased premises, including but not limited to Lessee(s)' airplanes and/or equipment thereon.

24. The parties agree that they have read and fully understand the terms and conditions of this agreement.

25. Throughout this lease agreement, in referring to the Lessor(s) and the Lessee(s), words of any gender shall be deemed to include the plural and vice versa, unless the context indicates that such reading would be inappropriate.

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26. This Lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

27. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

28. It is agreed that if the Lessee(s) file a Petition for Bankruptcy or become insolvent, or require the necessity of a receivership or other court action concerning the insolvency, then the Lessor(s), at their option, may declare a material breach of this Agreement, and take possession of the property as described above.

29. Lessee(s), if more than one organization or person, shall be jointly and severally liable for all obligations contained in this Lease, including but not limited to the payment of the rental consideration stated.

30. Lessee(s) may be released from this lease agreement sixty (60) days after approval by the Lebanon Airport Commission, said approval not to be unreasonably withheld. Lessee(s) shall be required to make a written request to the Lebanon Airport Commission which details the reason (s) why the Lease Agreement should be terminated.

IN WITNESS WHEREOF, the parties have executed this instrument on the date and year

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first above written.

LESSOR(S):

LESSEE(S): _____

CITY OF LEBANON

PHILIP CRAIGHEAD, MAYOR

ATTEST:

ROBERT SPRINGER
COMMISSIONER OF FINANCE

RECOMMENDED BY:

CHAIRMAN
LEBANON AIRPORT COMMISSION

2/19/16

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STATE OF TENNESSEE
WILSON COUNTY

On this the ___ day of _____, 20__, before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared _____ (Lessee), to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee.

NOTARY PUBLIC

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared **Philip Craighead and Robert Springer**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and Commissioner of Finance of the **City of Lebanon, Tennessee**, the within named Bargainor, a municipal corporation, and that they as such Mayor and Commissioner of Finance, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such Mayor and Commissioner of Finance.

Witness my hand and seal at office in Lebanon, Tennessee on this ___ day of _____, 20__.

NOTARY PUBLIC

Commission Expires: _____

ORDINANCE NO. 16-5164

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROPRIATE FUNDS FOR THE EXPANSION OF THE WATER/SEWER BUILDING ON CARVER LANE TO BE LEASED BY THE POLICE DEPARTMENT

WHEREAS, it is necessary to appropriate funds from the Water/Sewer funds up to \$100,000 to pay for the expansion of the Water/Sewer building located on Carver Lane; and

WHEREAS, the Police Department will lease the new expansion for \$1,000 per month; and

WHEREAS, if the Police Department provides security lights, cameras, and other features, then the Commissioner of Public Works and the Commissioner of Finance will adjust the monthly lease rate to reflect the monthly value of the security features being provided by the Police Department.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to appropriate funds from the Water/Sewer funds up to One Hundred Thousand Dollars (\$100,000.00) to pay for the expansion of the Water/Sewer building located on Carver Lane.

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to arrange for the expansion of the Water/Sewer building to be leased to the Lebanon Police Department at a rate of One Thousand Dollars (\$1,000.00) per month. Upon completion of such expansion, the Commissioner of Finance and Revenue and the Commissioner of Public Works are hereby authorized to negotiate an equitable credit towards such monthly rate if the Police Department provides security lights, cameras, and other features.

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ord. No. 16-5164

Page 2

Approved as to form:

City Attorney

Passed first reading:

3/01/16

Passed second reading:

RESOLUTION NO. 16-1915

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF UNADDRESSED PROPERTY ON QUARRY ROAD (TAX MAP 55 PARCELS 60.05, 60.06, 60.07, 60.08, 60.09 AND 67.01) TO BE ADDED TO WARD 6

WHEREAS, TCA 6-51-102, as amended, requires that a plan of services be adopted by the governing body prior to passage of an ordinance annexing any territory; and

WHEREAS, the plan of services shall be reasonable with respect to the scope of services to be provided and the timing of the services; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Plan of Service to the Mayor and City Council at their January 26, 2016 meeting; and

WHEREAS, before the adoption of the plan of services, a municipality shall hold a public hearing; and

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted for the area bounded as described in the legal description section and attached maps of the plan of services:

**January 22, 2016
Unaddressed Property on Quarry Road
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 120.00 acres at Unaddressed Property on Quarry Road as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

This report begins with a brief overview of the annexation process and the requests by the landowners for annexation. The report then turns to a proposed Plan of Services (POS) for the annexation area. The services described are those that would be necessary for the

City to provide under Tennessee law. This area is proposed to receive City services in accordance with the POS.

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an Urban Growth Boundary (UGB) in which annexations could occur. Lebanon can annex property within its UGB by ordinance.

PC 1101 Section 19 requires a "Plan of Services" (POS) prior to annexation and a Plan of Services must include: police and fire protection; water, electrical, and sanitary sewer services; solid waste collection; road and street construction and repair; recreational facilities and programs; street lighting; and zoning services. Public Chapter 225 adopted by the Tennessee General Assembly and signed by Governor Bredesen on June 2, 2003, amended TCA 6-51-102 to include impact on school attendance zones.

The owner of the property on Unaddressed Property on Quarry Road has asked the City of Lebanon to consider annexing their property.

Mr. Paul Corder
Planning Director
Lebanon Planning Department
200 North Castle Heights Ave. Suite 300
Lebanon, Tennessee 37087

Re: Quarry Road Country Club
Quarry Loop Road
Lebanon, TN. 37088

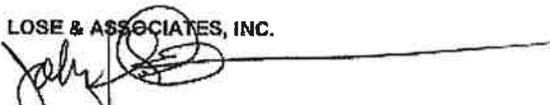
Dear Mr. Corder:

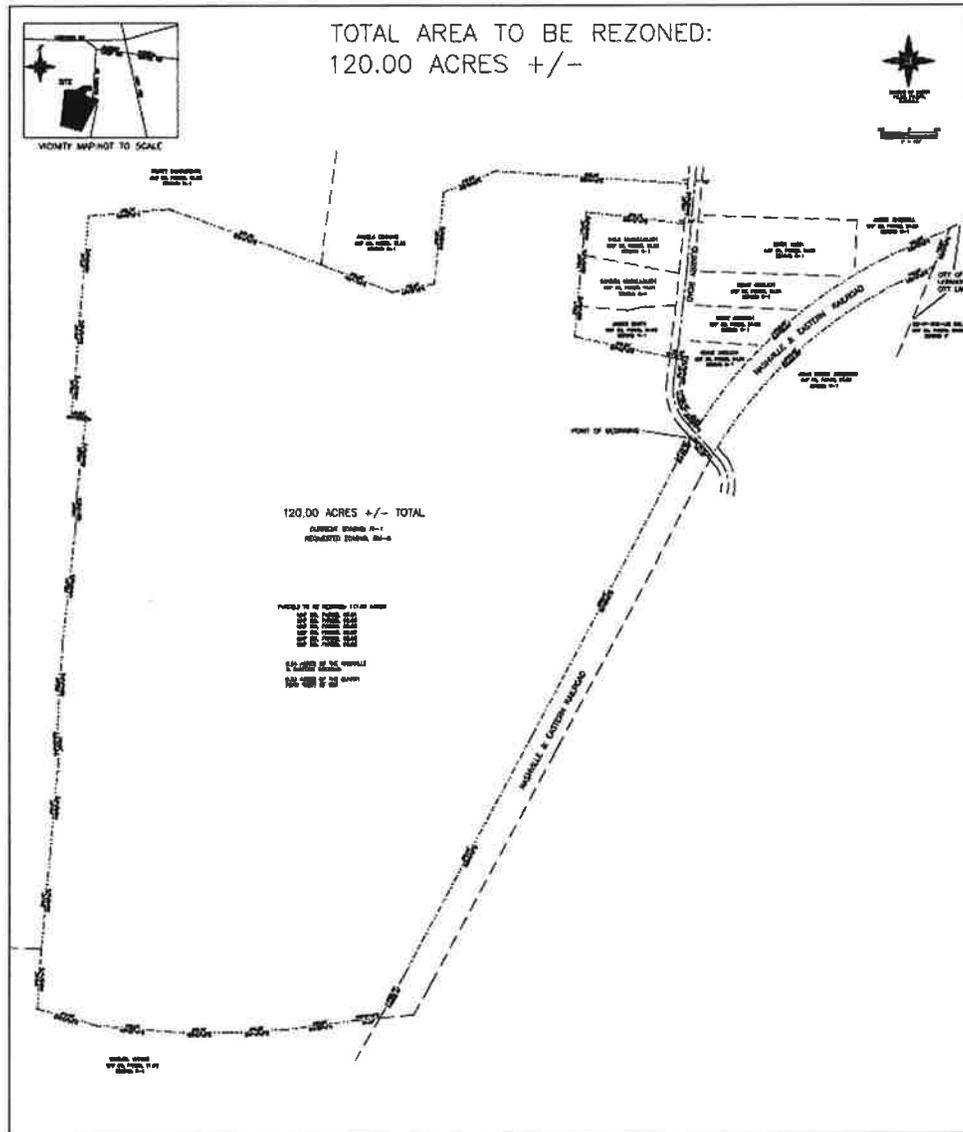
We are pleased, on behalf of the property owner, to submit this application for the Quarry Loop Country Club. The Owners are very excited about this application, and realize the importance of community consistency as well as stabilizing this area with quality growth and development. The purpose of the submittal is to have 117.03 acres along Quarry Loop Road annexed and converted from R-1 zoning over to RM6. This rezoning of the property will create a vibrant and highly attractable neighborhood environment that utilizes the unique landscape around the existing Quarry Lake Rock Quarry.

Again, the Owner's are committed to this development and the surrounding existing landscape. They are sincere in pledging to prominence and reputation within the community. The staff and Council's favorable response to this application will be very much appreciated, and if I can be of any help with regards to this application, please do not hesitate to call.

Sincerely,

LOSE & ASSOCIATES, INC.


John Sexton
Project Manager





Legal Description

A tract or parcel of land located in the 2nd Civil District of Wilson County, Tennessee and being bounded on the North by Oddone and Deathridge, on the East by McCullough, Smith and the westerly Right of Way of Quarry Road and the Nashville & Eastern Railroad, on the West by Deathridge and Marks, and on the South by Marks and being more particularly described as follows:

Beginning at an iron pin found in the westerly Right of Way of Quarry Road and the Nashville & Eastern Railroad, said pin being 25 feet from the centerline of said road and 50 feet from the centerline of said railroad. Said pin being the POINT OF BEGINNING.

Thence, with a curve to the left, having a radius of 1729.90 feet, a length of 112.50 feet, and a chord of South 29 Degrees 46 Minutes 56 Seconds West, a distance of 112.48 feet to a point.

Thence, South 27 Degrees 55 Minutes 09 Seconds West, a distance of 1093.97 feet to a point.

Thence, South 28 Degrees 00 Minutes 37 Seconds West, a distance of 974.55 feet to a point.

Thence, with a curve to the right, having a radius of 2492.70 feet, a length of 180.79 feet, and a chord of South 30 Degrees 05 Minutes 17 Seconds West, a distance of 180.75 feet to a point in the Northeast corner of the Samuel Marks property.

Thence, with the North line of Marks, South 84 Degrees 49 Minutes 15 Seconds West, a distance of 86.24 feet to a point.

Thence South 82 Degrees 38 Minutes 42 Seconds West, a distance of 263.84 feet to a point.

Thence South 87 Degrees 10 Minutes 24 Seconds West, a distance of 198.38 feet to a point.

Thence North 89 Degrees 04 Minutes 49 Seconds West, a distance of 206.76 feet to a point.

Thence North 84 Degrees 57 Minutes 18 Seconds West, a distance of 260.90 feet to a point.

Thence, North 73 Degrees 51 Minutes 24 Seconds West, a distance of 216.69 feet to a point.

Thence, North 03 Degrees 32 Minutes 41 Seconds East, a distance of 215.42 feet to a point at the southeasterly corner of the Scott Deathridge property.

Thence, with the line of Deathridge, North 05 Degrees 06 Minutes 42 Seconds East, a distance of 354.70 feet to a point.

Thence, North 05 Degrees 08 Minutes 16 Seconds East, a distance of 314.47 feet to a point.

Thence, North 00 Degrees 50 Minutes 30 Seconds West, a distance of 143.62 feet to a point.

Thence, North 03 Degrees 22 Minutes 07 Seconds East, a distance of 283.88 feet to a point.

Thence, North 06 Degrees 33 Minutes 32 Seconds East, a distance of 428.73 feet to a point.

Thence, North 02 Degrees 11 Minutes 55 Seconds East, a distance of 120.04 feet to a point.

Thence, North 06 Degrees 41 Minutes 07 Seconds East, a distance of 275.58 feet to a point.

Thence, North 83 Degrees 10 Minutes 00 Seconds West, a distance of 52.54 feet to a point.

Thence, North 05 Degrees 18 Minutes 11 Seconds East, a distance of 198.46 feet to a point.

Thence, North 04 Degrees 26 Minutes 46 Seconds East, a distance of 197.90 feet to a point.

Thence, North 04 Degrees 53 Minutes 09 Seconds East, a distance of 317.25 feet to a point. Said point being the Northwest corner of the property herein described.

Thence, North 85 Degrees 07 Minutes 01 Seconds East, a distance of 285.76 feet to a point.

Thence, South 69 Degrees 41 Minutes 01 Seconds East, a distance of 577.36 feet to a point in the Southwest corner of the Angela Oddone property.

Thence, with the southerly line of Oddone, South 69 Degrees 11 Minutes 26 Seconds East, a distance of 278.29 feet to a point.

Thence, North 79 Degrees 07 Minutes 33 Seconds East, a distance of 155.28 feet to a point.

Thence, North 06 Degrees 03 Minutes 09 Seconds East, a distance of 330.37 feet to a point.

Thence, North 67 Degrees 55 Minutes 28 Seconds East, a distance of 198.54 feet to a point.

Thence, South 86 Degrees 09 Minutes 23 Seconds East, a distance of 690.00 feet to a point in the Right of Way of Quarry Road. Said point being the Northeast corner of the property herein described.

Thence, with the Right of Way of the road, South 05 Degrees 23 Minutes 48 Seconds West, a distance of 143.20 feet to a point in the Northeast corner of the Dale McCullough property.

Thence, with the northerly line of McCullough, North 83 Degrees 12 Minutes 14 Seconds West, a distance of 353.16 feet to a point.

Thence, with the westerly line of Dale McCullough, Sandra McCullough, and James Smith, South 05 Degrees 43 Minutes 53 Seconds West, a distance of 112.60 feet to a point.

Thence, South 05 Degrees 27 Minutes 16 Seconds West, a distance of 128.43 feet to a point.

Thence, South 05 Degrees 13 Minutes 24 Seconds West, a distance of 206.11 feet to a point in the Southwest corner of Smith.

Thence, with the southerly line of Smith, South 77 Degrees 32 Minutes 18 Seconds East, a distance of 398.57 feet to a point in the easterly Right of Way of Quarry Road.

Thence with the Right of Way of Quarry Road, South 07 Degrees 40 Minutes 01 Seconds West, a distance of 85.39 feet to a point.

Thence, with a curve to the left, having a radius of 146.00 feet, a length of 125.43 feet, and a chord of South 16 Degrees 56 Minutes 07 Seconds East, a distance of 121.60 feet to a point.

Thence, South 41 Degrees 32 Minutes 21 Seconds East, a distance of 45.31 feet to a point in the Right of Way of the Nashville & Eastern Railroad

Thence, with the Right of Way of the railroad and with a curve to the right, having a radius of 1729.90 feet, a length of 915.82 feet, and a chord of North 48 Degrees 32 Minutes 03 Seconds East, a distance of 905.16 feet to a point.

Thence, North 65 Degrees 13 Minutes 28 Seconds East, a distance of 251.66 feet to a point on the Lebanon City Limit line.

Thence, with the Lebanon City Limit line, South 22 Degrees 21 Minutes 54 Seconds West, a distance of 147.02 feet to a point in the Northwest corner of the So-f-ter-us Inc property.

Thence, with the Right of Way of the railroad and with a curve to the left, having a radius of 1629.90 feet, a length of 940.88 feet, and a chord of South 47 Degrees 07 Minutes 02 Seconds West, a distance of 927.87 feet to a pointing the westerly Right of Way of Quarry Road .

Thence, North 41 Degrees 32 Minutes 21 Seconds West, a distance of 104.76 feet to the POINT OF BEGINNING.

Said tract containing 117.03 acres more or less by a survey performed by Carroll Carman Surveying, dated May 8, 2007, as recorded in Plat Book 26, Page 364 Wilson County Registers Office. Also containing 2.64 acres more or less of the Nashville and Eastern Railroad Right of Way and 0.33 acres more or less of the Quarry Road Right of Way.

The total area contained in this description is 120.00 acres more or less.

Plan for Serving the Annexation Area

1. Police Protection

Patrolling, radio response to calls, and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.

2. Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

This annexation will not be within the preferred 2.5 mile road distance from a fire station but will be within the five (5) mile road distance for fire protection.

3. Domestic Water, Sanitary Sewer Service, and Fire Hydrants

- a. Domestic Water – West Wilson Utility District currently has an 8" water line on the west side of Quarry Road.
- b. Sanitary Sewer – Sewer will need to be extended by the applicant. The estimated cost will be **\$240,000**.
- c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.

4. Electric Service and Street Lighting

There are existing Middle Tennessee Electric power lines on this lot.

5. Public Works

- a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.
- b. Sanitation – City sanitation services will be available at the time of annexation.
- c. Street and Right-of-Way Repair and Maintenance – About 0.33 acres of Quarry Road right-of-way will be part of this annexation, including an at grade railroad crossing. This would add approximately 538 linear feet or 13,988 square feet (26 feet pavement width) of roadway to city.
- d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

The referenced property does not have a gas line in place, so there would be cost associated with extending the gas line. The gas department has no plans of expanding service to the site in its five (5) year plan. The gas department would extend service to the area if a proposed development would be financially beneficial to the department. The developer is required to install gas service to the development if a proposed subdivision is made up of single and multi-family homes. The cost of extending a main gas feed line to the site would cost approximately \$200,000 to \$250,000. Normal tap fees would apply to service the property.

7. Schools

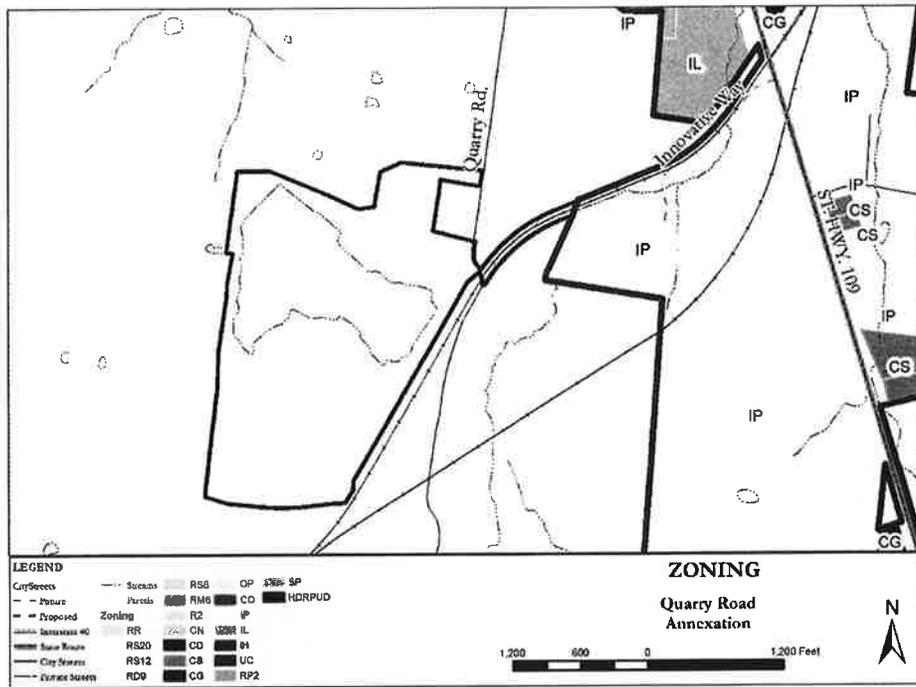
Neither Wilson County Schools nor Lebanon Special Schools anticipated any noticeable effect from the annexation.

8. Inspection and Codes Enforcement

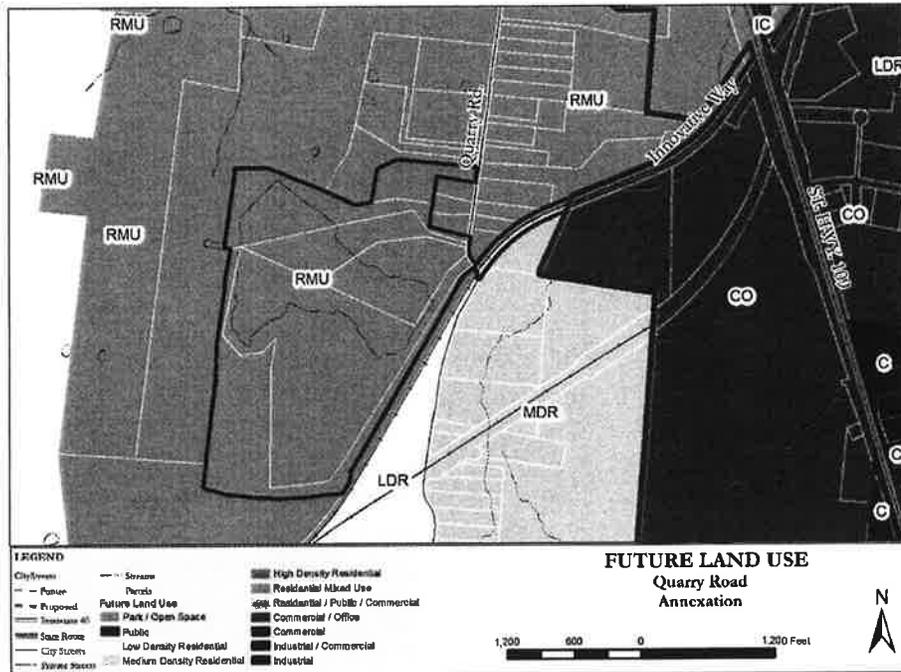
All inspection and code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.

9. Planning and Zoning

- a. The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.
- b. The requested zoning for the annexation is RM6 (High Density Multi-Family Residential).



- c. The current Future Land Use Plan classification for this area is Commercial and RMU (Residential Mixed Use).



10. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The animal shelter is located on Park Drive. Services include pick-up of stray and/or

dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

11. Voting Rights and City Elections

- a. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.
- b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Revenue

The total appraised property value for the parcel in the annexation area is about **\$650,800**. This equals an assessed value of about **\$162,700** for a residential property. The property tax generation from this property as a commercial property in the City would be about **\$988** per year. The estimated cost to serve this property is between **\$440,000 and \$490,000**. The cost of service will be the responsibility of the developer.

Section 2. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1916

A RESOLUTION FOR ANNEXING UNADDRESSED PROPERTY ON QUARRY ROAD, ALSO IDENTIFIED AS TAX MAP 55 PARCELS 60.05, 60.06, 60.07, 60.08, 60.09 AND 67.01 CONTAINING 120.00 ACRES IN THE RECORDS OF THE WILSON COUNTY ASSESSOR OF PROPERTY (SHOWN ON THE ATTACHED MAP) TO BE ADDED TO WARD 6

WHEREAS, the owner has requested the annexation of this property; and

WHEREAS, the owner will be responsible for extending any utilities; and

WHEREAS, 0.33 acres of right-of-way is being added to the city; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation to the Mayor and City Council at their January 26, 2016 meeting; and

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. That Tennessee Code Annotated 6-51-102 authorizes the City of Lebanon to annex land at the request of the land owner when it appears that the prosperity of the municipality and the territory will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed. The City of Lebanon hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed.

Section 2. That pursuant to Section 6-51-101 through 6-51-114, Tennessee Code Annotated, the property (as shown on the attached map) is hereby annexed into the City of Lebanon, Wilson County, Tennessee, and incorporated within the corporate boundaries thereof.

Section 3. That this resolution takes effect 30 days from and after its final passage, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

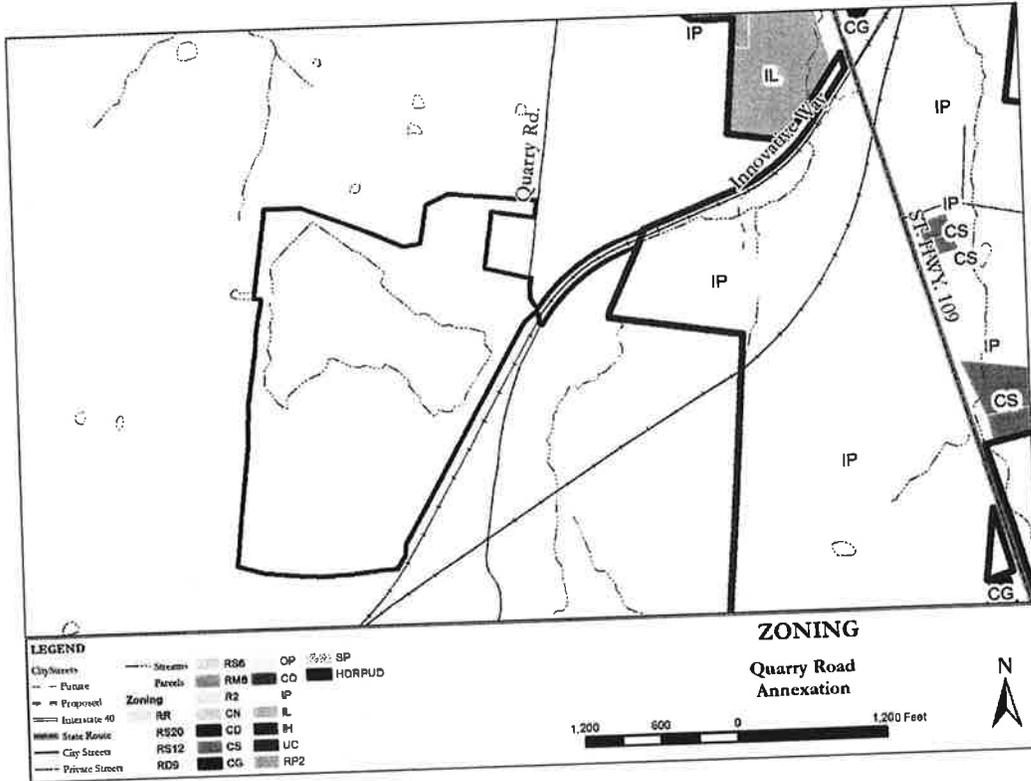
Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____



ZONING ORDINANCE NO. 16-5150

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING A ZONING APPROVAL OF 120.00 ACRES ON UNADDRESSED PROPERTY ON QUARRY ROAD (TAX MAP 55 PARCELS 60.05, 60.06, 60.07, 60.08, 60.09 AND 67.01) TO RM6 IN WARD 6

WHEREAS, the City of Lebanon desires to amend the official zoning atlas of the city;
and

WHEREAS, the subject property is adjacent to an existing residential district; and

WHEREAS, the owner is asking for the RM6 zoning to continue the residential zoning on Quarry Road; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon's population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of the zoning to RM6 – High Density Single Multi-Family Residential to the Mayor and City Council at their January 26, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, zoned RM6 – High Density Multi-Family Residential:

Approximately 120.00 acres more or less, located at unaddressed property on Quarry Road as shown on the attached map.

For reference, see Book 1658 Page 2345, Book 1592 Page 365, Book 1323 Page 2345 and Book 1318 Page 1839 in the Register's Office of Wilson County, Tennessee, and being shown as Tax Map 55 Parcels 60.05, 60.06, 60.07, 60.08, 60.09 and 67.01 , for Wilson County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 3. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

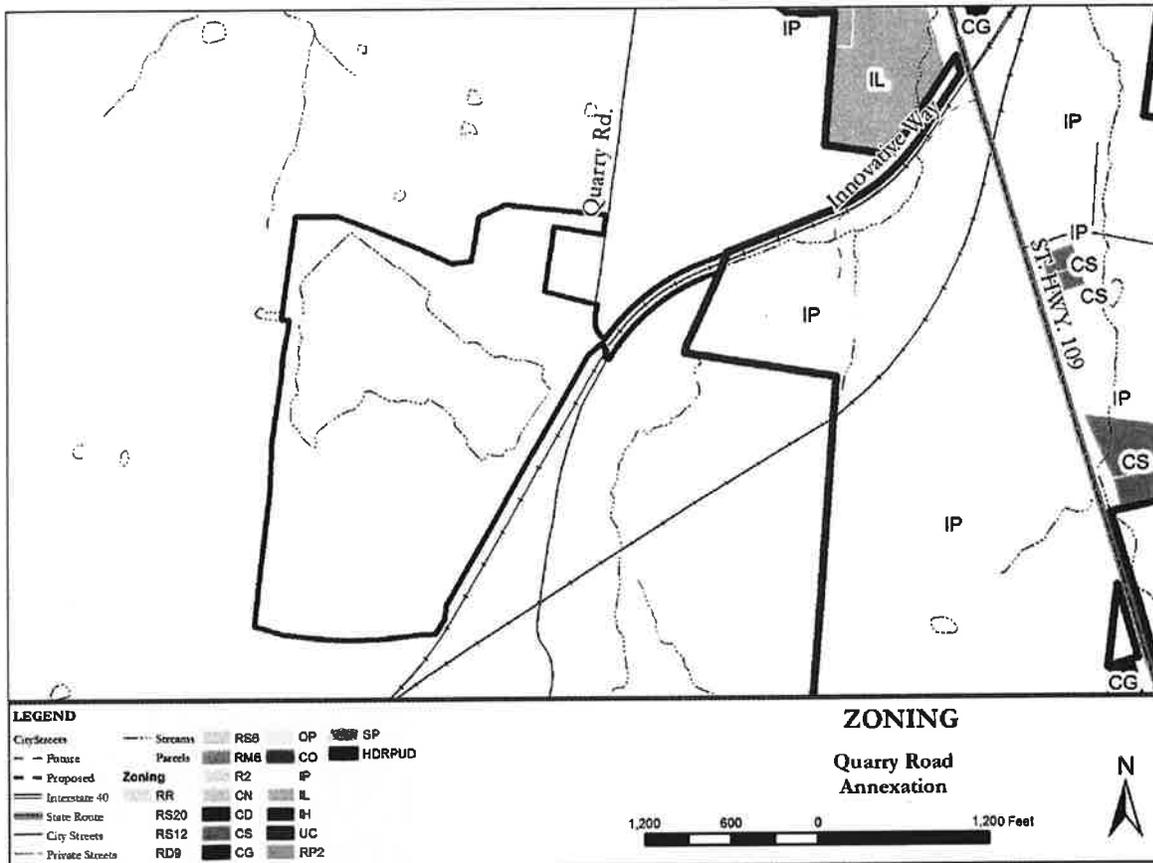
Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____



ZONING ORDINANCE 16-5151

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING 813 NORTH CUMBERLAND STREET
FROM RD9 - MEDIUM DENSITY RESIDENTIAL TO CG – COMMERCIAL
GENERAL IN WARD 1**

WHEREAS, the City of Lebanon desires to amend the official zoning atlas of the city;
and

WHEREAS, the subject property is adjacent to an existing commercial district; and

WHEREAS, the property owner would like to extend the commercial use to include the
entirety of the property; and

WHEREAS, the owner is asking for the CG zoning to continue the commercial zoning
on North Cumberland Street; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect
and facilitate the public health, safety and welfare of the community through coordinated and
practical land use and land development for the betterment of Lebanon’s population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended
approval of this rezoning to CG – Commercial General to the Mayor and City Council at their
January 26, 2016 meeting.

**NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as
follows:**

Section 1. That the property described herein be, and the same is hereby, re-zoned from
RD9 – Medium Density Residential to CG – Commercial General:

Approximately 1.38 acres more or less, located at 813 North Cumberland Street
as shown on the attached map.

For reference, see Book 439 Page 508 in the Register’s Office of Wilson County,
Tennessee, and being shown as Tax Map 58L Group J part of Parcel 30, for
Wilson County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said
conflict.

Section 3. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

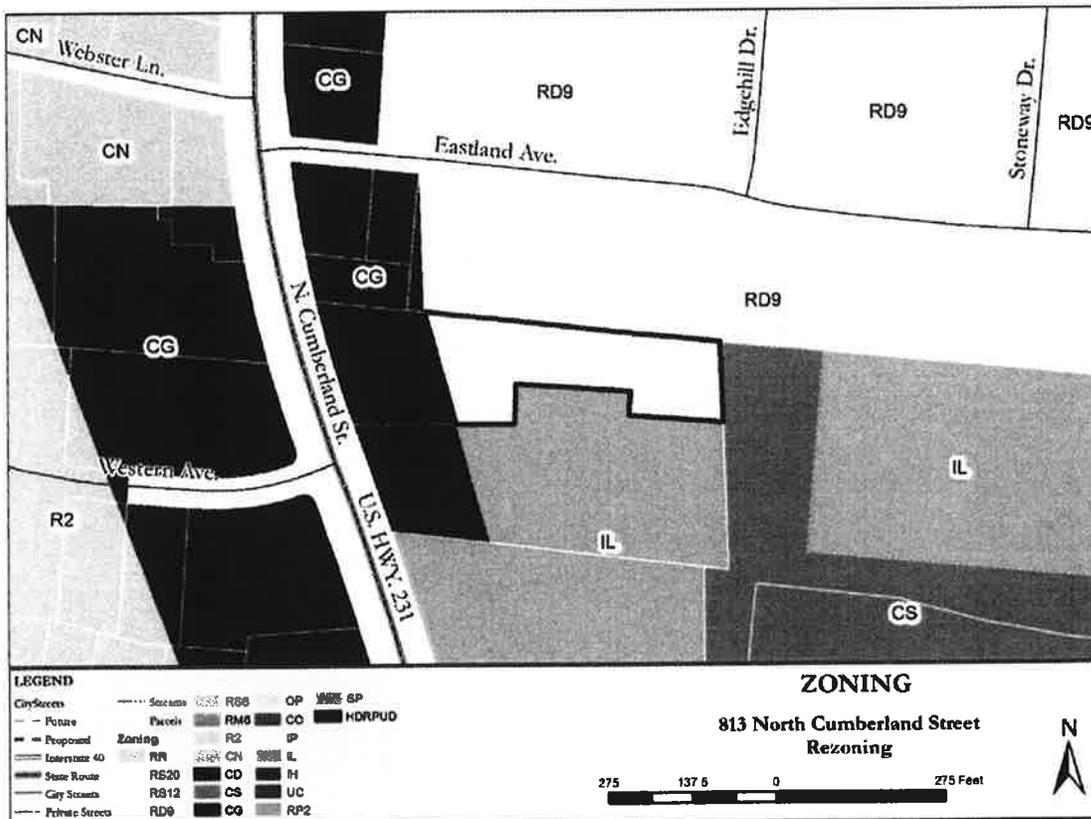
Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____



ORDINANCE 16-5152

AN ORDINANCE TO ABANDON THE CITY OF LEBANON'S INTEREST IN A PORTION OF OLD MADDOX SIMPSON PARKWAY BETWEEN MADDOX SIMPSON PARKWAY AND THE NASHVILLE & EASTERN RAILROAD RIGHT-OF-WAY IN (SHOWN ON THE ATTACHED MAP) WARD 3

WHEREAS, the properties owners on both side of this section of right-of-way have asked the city to abandoned any interest; and

WHEREAS, the property owner is responsible for maintaining an access easement that will remain open to City's gas regulation station; and

WHEREAS, the property owner is responsible for maintaining utility easements for all the existing utilities in this section of right-of-way; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this right-of-way abandonment to the Mayor and City Council at their January 26, 2016 meeting

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The City of Lebanon's interest in the right-of-way (as shown on the attached map) is hereby abandoned to the property owners on both sides of the right-of-way on the condition that an access easement will be maintained for the gas regulation station use and that easements for utilities will be maintained in perpetuity.

Section 2. That the above referenced property shall be split zoned along the centerline of the right-of-way being abandoned, with the portion north of the centerline being zoned IP – Planned Business/Industrial Park and the portion south of the centerline being zoned CG – Commercial General.

Section 3. That all ordinances in conflict herewith are repealed to the extent of said conflict.

Section 4. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____

 <p style="text-align: center;">December 14, 2015</p>	<p>Georgia-Pacific Corrugated LLC 133 Peachtree Street NE (30303-1847) P.O. Box 105605 Atlanta, Georgia 30348-5605 www.gp.com</p>
--	---

VIA HAND DELIVERY

City of Lebanon
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Attention: Mayor Philip Craighead

Re: Project Titan – Proposed Acquisition of Abandoned City Right of Way

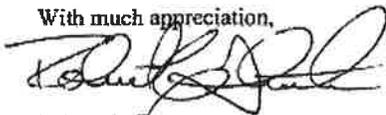
Dear Mayor Craighead:

The purpose of this letter is to formally request the City of Lebanon to abandon and donate that certain real property generally depicted on the attached sketch (the "Property") to Georgia-Pacific Corrugated LLC ("Georgia-Pacific").

As you may know, Georgia-Pacific is considering strategic growth opportunities for its existing Lebanon packaging facility. While Georgia-Pacific cannot guaranty expansion or additional jobs, the donation of this Property to Georgia-Pacific will help provide flexibility as it assesses these future opportunities.

If the City is amendable to this request, please let us know the timing and the process for the finalization of the Property abandonment and donation.

With much appreciation,



Robert C. Streeter
General Manager

cc: Romani C. Guy (via email)
Julie VanDeWater (via email)
Jeremy J. Hilsman (via email)



Georgia-Pacific Corrugated, LLC

1001 Maddox Simpson Parkway
 Lebanon, TN 37090
 Telephone (615) 443-3148

December 21, 2015

Mr Jeff Corter
 Planning Commission
 City of Lebanon
 200 North Castle Heights Ave.
 Lebanon, TN 37087

Dear Mr Corter,

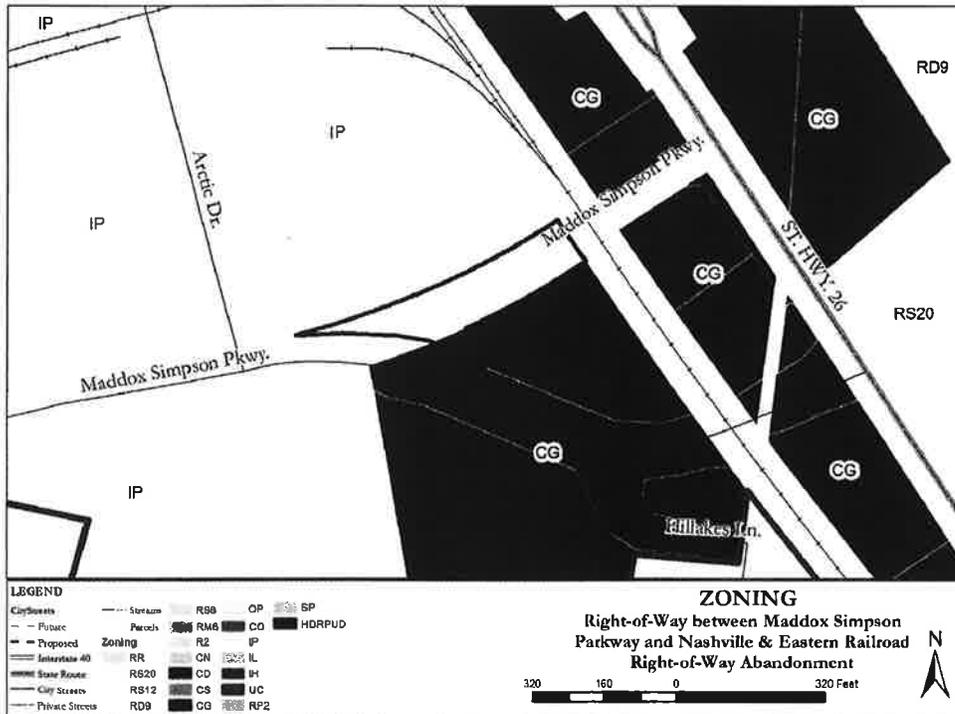
As we discussed last week, attached please find Georgia Pacific's check # 0909367288 in the amount of \$150. This is the payment of the fee required to request a Right of Way Abandonment for the property that was formerly the road bed of the Maddox Simpson Pkwy before the new route to Sparta Highway was created a few years ago.

Unless we hear back differently, we will assume that this matter will be on the Planning Commission agenda for the January 28, 2016 meeting. We will plan on having representative at the meeting per your suggestion.

Thanks again for the guidance provided on this matter.

Regards,

Robert C. Streater
 General Manager



ORDINANCE NO. 16-5153

AN ORDINANCE TO AMEND TITLE 14 SECTION 14.502 (A) RR – RURAL RESIDENTIAL AGRICULTURAL DISTRICT, (B) RS20 – LOW DENSITY RESIDENTIAL DISTRICT, (C) RS12 – MEDIUM DENSITY RESIDENTIAL DISTRICT, (D) RD9 – MEDIUM DENSITY RESIDENTIAL DISTRICT, (E) RS6 – HIGH DENSITY RESIDENTIAL DISTRICT, (G) R2 – HIGH DENSITY RESIDENTIAL AND TABLE 5.1 AND TITLE 14 SECTION 14.1004 RP2 DISTRICT – MEDIUM DENSITY RESIDENTIAL/PROFESSIONAL OFFICE AND TABLE 10.1 TO ALLOW A MAXIMUM HEIGHT OF THREE (3) STORIES

WHEREAS, the current building height limit in the residential zoning districts is three (3) stories or 35ft and four (4) stories or 45ft; and

WHEREAS, the Planning Commission is responsible for the orderly development of land; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon’s population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to the zoning code to the Mayor and City Council at their January 26, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Title 14, Section 14.502 A.,B.,C.,D.,E.,F.,G and Table 5.1 and Title 14 Section 14.1004 and Table 10.1 as follows:

Section 1. Title 14, Section 14.502

A. RR – Rural Residential Agricultural District

8. Maximum Height:

Principal building Height – 3 stories ~~or 45 ft.~~
Accessory Structures Height – 2 stories

B. RS20 - Low Density Residential District

8. Maximum Height:

Principal building Height – 3 stories ~~or 35 ft.~~
Accessory Structures Height – 2 stories

C. RS12 - Medium Density Residential District

8. Maximum Height:

Principal building Height – 3 stories ~~or 35 ft~~

Accessory Structures Height – 1 story

D. RD9 - Medium Density Residential District

8. Maximum Height:

Principal building Height – 3 stories ~~or 35 ft~~

Accessory Structures Height – 1 story

E. RS6 - High Density Residential District

8. Maximum Height:

Principal building Height – 3 stories ~~or 35 ft~~

Accessory Structures Height – 1 story

G. R2 – High Density Residential

8. Maximum Height:

Principal building Height – 3 stories ~~or 35 ft~~

Accessory Structures Height – 1 story

Section 2, Title 14, Section 14.504 Table 5-1

TABLE 5-1: RESIDENTIAL DISTRICT BULK AND SETBACK REGULATIONS

Zoning District	Minimum Lot Area	Minimum Lot Width At Building Line	Minimum Yard Depths/ Building Setbacks	Maximum Lot Coverage (area occupied by all structures including accessory structures)	Maximum Height	Accessory Structures
RR Rural Residential Agricultural	130,680 sq. ft. (3 acres)	150 ft.	Front - 75 ft. Rear - 40 ft. Side - 40 ft. Side on a corner lot - 50% greater than minimum side yard requirement	15% of total lot	Principal building - 3 stories or 4.5 ft.	1800 sq. ft. 2 stories
RS20 Low Density Single-Family	20,000 sq. ft.	90 ft.	Front - 40 ft. Rear - 30 ft. Side - 1 or 2 stories - 15 ft. 3 stories - 20 ft. Side on a corner lot - 50% greater than minimum side yard requirement	35% of total lot	Principal building - 3 stories or 35 ft.	1000 sq. ft. 2 stories
RS12 Medium Density Single Family Residential	12,000 sq. ft.	75 ft.	Front - 30 ft. Rear - 30 ft. Side - 1 or 2 stories - 15 ft. 3 stories - 20 ft. Side on a corner lot - 50% greater than minimum side yard requirement	35% of total lot	Principal building - 3 stories or 35 ft.	750 sq. ft. 1 story
RD9 Medium Density Residential	9,000 sq. ft. Minimum lot area per additional family - 6,000 sq. ft.	75 ft.	Front - 30 ft. Rear - 30 ft. Side - 1 or 2 stories - 15 ft. 3 stories - 20 ft. Side on a corner lot - 50% greater than minimum side yard requirement	35% of total lot	Principal building - 3 stories or 35 ft.	750 sq. ft. 1 story

TABLE 5-1: RESIDENTIAL DISTRICT BULK AND SETBACK REGULATIONS

Zoning District	Minimum Lot Area	Minimum Lot Width At Building Line	Minimum Yard Depths/Building Setbacks	Maximum Lot Coverage (area occupied by all structures, including accessory structures)	Maximum Height	Accessory Structures
RS6 High Density Single Family Residential	6,000 sq. ft.	50 ft.	Front - 30 ft. Rear - 20 ft. Side - 10 ft. Side on a corner lot - 50% greater than minimum side yard requirement	35% of total lot	Principal building - 3 stories 	400 sq. ft. 1 story
R2 High Density Residential District	6,000 sq. ft. Minimum lot area per additional family - 3,000 sq. ft.	50 ft.	Front - 25 ft. Rear - 25 ft. Side - 1 or 2 stories - 10 ft. 3 stories - 15 ft. Side on a corner lot - 50% greater than minimum side yard requirement	35% of total lot	Principal building - 3 stories 	400 sq. ft. 1 story

Section 3. 14.1004. RP2 District – Medium Density Residential/Professional Office

E. Bulk, Yard, and Density Regulations

3. Maximum Permitted Height

Maximum Building Height – 3 stories ~~or 35 ft~~

Section 4. Title 14, Section 14.1004 Table 10-1

TABLE 10-1: SPECIAL DISTRICT BULK AND SETBACK REGULATIONS					
Zoning District	Minimum Lot Area	Minimum Lot Width At Building Line	Minimum Yard Depths/ Building Setbacks	Building Area (area occupied by all structures, including accessory structures)	Maximum Height
RP2 Medium Density Residential – Professional Office	Single, 2, 3, & 4-family - 6,000 sq. ft. for the first unit & 3,000 sq. ft. each additional unit	1 & 2-family - 75 ft. 3 & 4-family - 150 ft. Mixed use multi-family housing/ professional offices - no minimum Free standing office structures on separate lot - 100 ft.	Front – Arterial street - 50 ft. Collector street - 40 ft. Minor street - 30 ft.	30% of total lot	3 stories or 35 ft.
	Mixed use multi-family -housing /professional offices located within same structure - 4,000 sq. ft. for the first dwelling unit & 3,000 sq. ft. each additional unit & 5,000 sq. ft. for each free standing office complex	----- Conditional Uses - Churches/places of worship, parish house on same property as place of worship, philanthropic institutions/clubs & public/private schools - 250 ft. Public parks - 50 ft. All other conditional uses permissible on appeal - 100 ft.	All structures shall have a side and/or rear yard of 75 feet if the property abuts another zoning district, otherwise the side and rear yard shall be 25 feet.		
	Free standing office structures on separate lot - 10,000 sq. ft.				

Section 5. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 6. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on February 26, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers March 15, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: February 16, 2016.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1920

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO NAME THE NEW FIRE HALL IN HONOR OF ARAH PRESTON AND JOE HAYES

WHEREAS, Arah Preston and Joe Hayes were devoted public servants to the City of Lebanon; and

WHEREAS, the City of Lebanon wishes to remember their service by naming the new fire hall in their honor.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. The new fire hall for the City of Lebanon shall be named in honor of Arah Preston and Joe Hayes.

Section 2. This resolution shall take effect immediately upon its passage, the public welfare requiring the same.

Adopted this ___ day of _____, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

ORDINANCE NO. 16-5165

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE RPM
TRANSPORTATION CONSULTANTS, LLC TO PREPARE A SIGNAL TIMING
OPTIMIZATION STUDY FOR THE HWY 109 CORRIDOR FROM INTERSTATE 40
TO HICKORY RIDGE ROAD**

WHEREAS, it is necessary and in the best interest of the citizens of Lebanon to perform a signal optimization study along Hwy 109 from Interstate 40 to Hickory Ridge Road; and

WHEREAS, RPM Consultants, LLC has been selected by engineering staff as the best qualified firm to perform such optimization study; and

WHEREAS, funds for such study are available in the 15-16 FY budget.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to accept the proposal and execute any necessary agreements for the SR-109 Signal Timing Optimization Study (from Interstate 40 to Hickory Ridge Road) for the amount of Twenty-one Thousand, Eight Hundred Fifty Dollars and No Cents (\$21,850.00).

Section 2. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

Via Email: randy.laine@lebanontn.org

December 17, 2015

Mr. Randy Laine, P.E.
Engineering Director – Capital Projects
City of Lebanon
200 North Castle Heights Ave. Suite 300
Lebanon, TN 37087

**Re: SR-109 SIGNAL TIMING OPTIMIZATION STUDY
Lebanon, TN**

Subject: Proposal for Engineering Services

Randy,

I am writing to outline the scope of services and compensation associated with RPM Transportation Consultants, LLC (RPM) providing engineering services for the above referenced project. Specifically, RPM's role for this project will be to prepare and implement optimized signal timings for the State Route 109 (SR-109) corridor from Hickory Ridge Road to the Interstate 40 (I-40) interchange as well as develop recommendations for short, mid and long-term improvements. Following is our understanding of the project, scope of work, and fee for the project.

PROJECT UNDERSTANDING

The principal purpose of this project is to develop optimized traffic signal timings for the SR-109 corridor for immediate implementation. Optimized traffic signal timings will be developed and implemented for typical weekday peak and off-peak conditions. Secondly, through the process of detailed inventory and analysis; short, mid and long-term strategies will be identified for improving and maintaining optimized operations. Strategies will consider modified signal phasing, signal timing, detection system, and in-depth consideration of Intelligent Transportation System (ITS) and new technologies.

The study area will extend from Hickory Ridge Road on the northern end to I-40 on the southern end. The study will focus on the intersections that are currently signalized along the SR-109 corridor. These include the following four (4) intersections:

1. I-40 Westbound Ramps
2. Leeville Pike/Eastgate Boulevard
3. East Division Street
4. Hickory Ridge Road

At the conclusion of this project a system of optimized signal timing plans will be in place and operational, tailored for peak conditions and time of day. A recommended path for next step improvements and future technologies will be identified and an analysis of infrastructure in place will be

provided to ensure continued maintenance of timings and operations. With proper upkeep of these products, this project will provide the City of Lebanon with an operational strategy for managing the SR-109 corridor.

SCOPE OF WORK

In order to achieve the objectives the City has established for this effort, the scope has been divided into six (6) tasks, which are described as below:

Task 1.0 – Project Management

A critical part of this project will be effective communication with the City staff throughout the duration of the project. Our goal will be for RPM to essentially serve as an extension of the City staff. This will require frequent and consistent communication between RPM and City staff. For this reason, the following scope of work includes multiple coordination and review meetings, as well as frequent communication via phone calls and e-mails throughout the course of the project. Our local presence also enables us to quickly respond if there are needs for sudden face to face meetings. This task will also include administrative and accounting activities for the project.

Sub-Task 1.1 – Agency Interview

At the inception of the project, RPM will meet with the City to identify specific goals, objectives, deliverables, and timeframes. The following specific items will be discussed:

- Points of contact;
- Review process;
- Existing signal timing philosophies (cycle lengths, phasing sequencing, etc.);
- Analysis techniques;
- Traffic signal equipment, system capabilities, pedestrian requirements, and physical limitations;
- Citizen-perceived problems;
- Agency-perceived problems;
- Format of timing plans;
- Project schedule;
- Process of submittals and outline of deliverables.

Sub-Task 1.2 – Existing Conditions and Signal Timing Review Meeting

Following data collection, development of the base model and updated traffic signal timings, RPM will meet with City staff to review the base model and the proposed new timing plans prior to the development of coding sheets and implementation.

Sub-Task 1.4 – General Coordination

General correspondence throughout the course of the project, including phone calls and e-mails necessary to accomplish the study objectives, as well as general administration and accounting activities will be classified as general coordination.

Task 2.0 – Data Collection

RPM will compile and review data from various sources to achieve the objectives described for this project. This will include current data collected by RPM as well as historical data obtained from various sources including data to be obtained from TDOT and the City. Data collection will include traffic counts, intersection geometry, signal timing settings, a signal system diagnostic inspection, and field observations of existing traffic operations.

Sub-Task 2.1 – Existing Historical Data

RPM will compile and review available existing historical data for the project area. This includes items such as previous traffic studies, signal designs, and data collected by the City and State. Specifically this includes but is not limited to:

- Historical count data, such as historical turning movement counts (TMC) and historical average daily traffic (ADT) data collected by the City and/or TDOT;
- Record design information for traffic signals and intersections;
- Existing traffic signal operational settings, such as phasing and timings as well as existing controller information and coding formats;
- Current signal controller user's manual and coding sheets.

Sources will include GIS and record information to be made available by the City, and data collected as part of TDOT's annual count program.

Sub-Task 2.2 – New Count Data

RPM will collect vehicle and pedestrian peak hour turning movement count data for each of the four (4) intersections that make up the study area for the project as well as midblock 24-hour ADT counts.

Peak Hour Turning Movement Counts:

Peak hour turning movement counts will be collected for the following three (3) peak periods:

- Weekday AM peak (7:00 AM – 10:00 AM);
- Weekday Midday peak (11:00 AM – 1:00 PM);
- Weekday PM peak (2:00 PM – 7:00 PM);

Peak hour turning movement counts will be conducted during "Normal" day-to-day operation. For the purpose of this project, this is defined as a Tuesday, Wednesday, or Thursday when school is in session, excluding holidays and weekdays abutting holidays. Off-peak turning movement counts will be adapted from peak hour counts and ADT counts.

ADT Automated Directional Counts:

24-hour tube counts will be collected for key points in the signal network in order to determine appropriate time of day programming. RPM will coordinate with the City prior to data collection to determine the optimum number and location for these counts. For the purpose of this scope, it is anticipated that data will be collected for up to three (3) locations within the corridor. Counts will be conducted at mid-block locations during normal day-to-day operation, as identified above, and will include at least two (2) consecutive days of data.

Adverse Conditions:

RPM staff will monitor traffic conditions during data collection to confirm that the data is not adversely affected by incidents such as lane closures or road closures due to construction or accidents, etc. on study roadways or primary routes to and from the City of Lebanon. If conditions are determined to impact data collection, it may be necessary to repeat certain counts. Repeated counts necessary due to adverse traffic conditions are outside the control of RPM. Therefore, any re-counts that are required will be considered as Additional Services and not a part of this fee proposal. Electronic and hard copies of all count data will be provided to the City.

Sub-Task 2.3 - Existing Network and Signal System Inventory:

RPM will compile a detailed inventory of the existing roadway network and signal system. The network and signal system inventory will include photographs, field measurements and documentation of key features such as speed limits, lane widths and turn lane storage, bicycle and pedestrian facilities, adjacent land uses, documentation of visible traffic signal components such as signal heads, traffic signs, detector loops, video detection cameras, emergency pre-emption equipment, pull boxes, and controller cabinet location and type. This will include a photograph of each signal cabinet with the participation of City staff to oversee access to each cabinet.

In addition, a diagnostic investigation of the signal system infrastructure will be performed to verify the system is configured as expected and that all systems are operational.

RPM will assemble current signal timings and operation settings for each signalized intersection in the network, record signal designs (where available), current signal controller user's manuals and coding sheets. GIS data made available by the City will be utilized to document inventory information. In cooperation with City staff, RPM will compile this information for use in the study and analyses of existing conditions.

Sub-Task 2.4 – Existing Signal System Observations:

Once count data has been obtained, RPM will perform field visits as a part of the signal system inventory during peak periods. RPM will observe existing platooning and progression of traffic, verify existing timing plans (cycle lengths, phasing sequences, etc.), identify and observe traffic flow and queuing patterns, as well as monitor potential sub-peaks within the peak periods.

Sub-Task 2.5 – Pre and Post Condition Travel Time and Delay Analysis

Travel time runs are a good measurement of signal timing efficiency along a corridor as well as a means of model calibration. RPM will collect and compile travel time and delay data for the signal system corridors before and after signal timing implementation, "pre" and "post" conditions respectively. Travel time and delay data will be collected for weekday AM, MD, and PM peak periods. No fewer than four travel time runs will be conducted during each time period and corridor. Data collected will include the total travel time, the running time, the stopped time, the average speed, the running speed, and the number of stops.

Following implementation and fine-tuning of the new timings, "post" conditions will be collected. The "post" travel time data will be collected once the system has had ample time to stabilize after the new timings have been implemented. Using the travel time data collected in the field, RPM will prepare "pre" and "post" comparisons of the data collected.

Task 3.0 – Traffic Simulation Model and Existing Conditions Analysis

Using the data collected a simulation model of the network will be developed and calibrated. Utilizing the calibrated model operational analysis of existing conditions will be performed.

Sub-Task 3.1 – Traffic Simulation Model:

In order to develop updated signal timings, RPM will utilize the traffic simulation and modeling software Synchro and SimTraffic. The use of traffic simulation and modeling software is extremely valuable in developing signal timings and optimizing a synchronized network; however, the software must be accurately configured and carefully calibrated in order to obtain good results. Utilizing the base information collected in Task 2, a Synchro network will be constructed of the intersections that make up the study area network. The model will be coded with geometric and volume data as well as existing signal phasing and timing information. This model will be provided to City staff at project conclusion.

Sub-Task 3.2 Model Calibration:

Using field observation information and pre-condition travel time, SimTraffic will be used to calibrate the Synchro model by comparing it to the existing field conditions. Factors such as speeds within intersections, headways, and reaction times will be adjusted to ensure the model accurately reflects existing conditions. Models will be developed and calibrated for each time-period studied.

Sub-Task 3.3 – Existing Operational Analysis

Once the model has been fully calibrated, existing operational conditions will be evaluated. To determine the current operation of the area intersections, capacity analyses will be performed for the peak hours at the signal timing project intersections. The capacity calculations will be performed according to the methods outlined in the *Highway Capacity Manual*, TRB 2010. This evaluation will establish the base condition to which all future modifications will be compared. This information will be summarized and discussed at the second project meeting.

Sub-Task 3.4 – Existing Conditions Report

RPM will prepare an existing conditions report documenting the existing operating conditions along the corridor, which includes existing performance measures such as level of service (LOS), average vehicle delay, and volume to capacity (v/c) ratio for each intersection. Furthermore, a summary of the existing operational analysis will be provided as part of this report.

Task 4.0 – Timing Plan Development

Once the Synchro model is built and calibrated, it will be utilized to optimize the signal phasing and timings of the signalized intersections. Using the data collected in Task 2 and files developed in Task 3, RPM will develop timing plans for each of the signalized intersections. It is anticipated that four (4) timing plans will be developed for each intersection. These include the following:

- Weekday AM Peak timing plan;
- Weekday MD Peak timing plan;
- Weekday PM Peak timing plan;
- Off-Peak timing plan;

Timing plans will be developed in five (5) sub-tasks:



Sub-Task 4.1 – Local Controller Settings Development

Using the criteria set forth in ITE's *Manual of Traffic Signal Design*, RPM will calculate and recommend values for the following local controller settings: minimum vehicular green, yellow clearance interval, all-red clearance interval, pedestrian walk time, and pedestrian flashing don't walk time. These values will be tabulated in a spreadsheet format and submitted to City staff for review and comment prior to finalization.

Sub-Task 4.2 – System Boundary Determination

RPM will evaluate signal system boundaries throughout the corridor and use the following criteria to determine the system boundaries:

- ADT and TMC count data;
- Signal spacing;
- Cycle length requirements;
- Driver expectancy;
- Existing features (line of sight, topography, land use, etc.);
- Synchro coordinatability factors;
- Coupling Index ($I = V/D$, where D = distance, V = link volume, and I = coupling index).

Sub-Task 4.3 – Cycle Length Evaluation

Using the base model developed in Task 3, the consultant will begin the re-timing process by performing peak hour cycle length evaluations in Synchro by evaluating the natural cycle lengths and coordinatability factors for each signal. Using evaluations from Synchro along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for City staff review along with accompanying remarks. This information will then be provided to City staff and agreed upon prior to further timing plan development.

Sub-Task 4.4 – Cycle, Split, Offset, and Phase Sequence Development

Once the cycle lengths for each period have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Next, offset manipulation will be analyzed in an effort to maximize the arterial greenbands and reduce vehicle stops and delay. Both Synchro and SimTraffic will be used to analyze and observe coordination options. Recommended timing plans will be reviewed by City staff and approved prior to field implementation as part of the third project meeting.

Sub-Task 4.5 – Coding Sheet/TOD Clock Development

Using the ADT counts collected in Task 2, RPM will develop a Time-of-Day Plan for each signal system to determine the optimal timing plan for each hour of a typical weekday. RPM will also discuss overnight flash operation preferences with City staff and make the appropriate changes in each signal's TOD plan if flash operation is to be implemented at select intersections along the corridor.

RPM will transfer the recommended timings for each intersection into a coding sheet format that is compatible with the City's signal controllers. Coding sheets will be provided to City staff electronically in Microsoft Excel format.

Task 5.0 – Signal Timing Implementation

RPM will implement and fine-tune recommended phasing and timings. Subtasks associated with this work are described below.

Sub-Task 5.1 – Field Implementation

RPM will work with City staff to field implement the timing data into the local controllers once field implementation begins. Coding sheets will be provided to City staff in electronic format after timing plans have been successfully implemented by RPM.

Sub-Task 5.2 - Field Monitoring and Adjustments

RPM will conduct field observations of each signalized intersection. Using the Time Space Diagrams (TSD's, developed in Synchro) for each signal, the coordinated timings will be verified as to effectiveness and fine-tuned as necessary. Progression, as well as split times, TOD settings or other settings, may be adjusted based on these observations. During field implementation any immediate adjustments recognized will be made that day in the field. RPM will revisit and monitor the implemented timings after the initial field implementation to make any final adjustments. These changes will also be documented via a field implementation memorandum, and the Synchro files will be updated accordingly.

Task 6.0 – Final Signal Timing Report

Following the development of recommended improvements, RPM will prepare a summary report documenting the following:

- Project overview;
- Data collection summary;
- Analysis techniques and approaches used;
- Timing plan data development summary;
- Results of field implementation/fine-tuning;
- Project results (before and after studies: travel time results (stop / delay reductions), emissions results, fuel consumption results, benefit to cost ratio results).

This report will be provided in electronic and hard copy format to the City of Lebanon.

Presentation of Analyses and Final Results

Following the completion of recommended signal timing implementation and the final signal timing report, RPM will be available to make a presentation of the results.

COMPENSATION

Compensation for the work specified above is as follows:

Task	Description of Work	Fee
1	Project Management	\$5,100.00
2	Data Collection	\$8,050.00
3	Traffic Simulation Model & Existing Conditions Analysis	\$3,100.00
4	Timing Plan Development	\$1,850.00
5	Signal Timing Implementation	\$1,600.00
6	Final Report and Presentation	\$1,400.00
	- Estimated Expenses	\$750.00
Project Total (Labor Fee and Expenses)		\$21,850.00

Work performed will be billed on a lump sum basis. Individual task amounts are provided for budgeting purposes only. RPM reserves the right to reallocate amounts among tasks as necessary. Reimbursable costs such as printing, overnight mailing and travel will be billed direct.

ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required, RPM Transportation Consultants, LLC reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with RPM Transportation Consultants, LLC's standard hourly rates. The following tasks are provided to illustrate that there may be a need for additional service items that could arise beyond the services identified above in support of this project. These service items may include:

- Additional Traffic Data Collection (including potential counts that may be necessary due to adverse traffic conditions impacting normal travel day counts);
- Additional Timing Plans for weekend conditions or Holiday Operations (i.e. Black Friday, December 1st thru December 24th);
- Intersection Signal and Geometric Design/Modifications;
- Signal System Design;
- Traffic Signal Designs/Modifications;
- Training (both on the coordinated signal timing approach and on the use of the Synchro/SimTraffic software packages);
- Others services, as requested by the City.



We appreciate the opportunity to work with you on this project. If you have any questions or need additional information please contact me.

Sincerely,

RPM Transportation Consultants, LLC

A handwritten signature in black ink that reads "Robert P. Murphy".

Robert P. Murphy, P.E.

RESOLUTION NO. 16-1921

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE AND APPROVE A PROPOSAL WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR THE EXTENSION OF THE BOX CULVERT AT THE INTERSECTION OF SPARTA PIKE AND BRISKIN LANE, STATE PROJECT NO. 95008-4207-04

WHEREAS, it is in the best interest of the citizens of Lebanon to extend the box culvert at the intersection of Sparta Pike and Briskin Lane; and

WHEREAS, such project will be funded 100% with state funds; and

WHEREAS, the proposal from the State of Tennessee Department of Transportation for such project is attached hereto by reference as if appearing verbatim herein.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor is hereby authorized to sign the Proposal with Tennessee Department of Transportation for State Project No. 95008-4207-04.

Section 2. This resolution shall take effect immediately upon its passage, the public welfare requiring the same.

Councilmember _____ moved to adopt the resolution.

Councilmember _____ seconded the motion.

Voting in favor: _____ Voting against: _____

Adopted this ____ day of _____, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE CITY OF LEBANON, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the City of Lebanon, Tennessee, hereinafter "CITY", designated as State Project No. 95008-4207-04, that is described as "SR-26 Culvert Extension at LM 4.82", provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT without cost

to it, all land owned by the CITY or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY, or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project.

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of

the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will prohibit encroachments of any kind upon the right-of-way and easements for the project.

14. The CITY will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

15. The CITY will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project and before installing any device for the purpose of regulating the movement of traffic.

16. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

17. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

18. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 15 of this Proposal.

19. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

20. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein.

21. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

22. The acceptance of this proposal shall be evidenced by the passage of a resolution, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 2013.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

STATE OF TENNESSEE

COUNTY

Date

CITY OF ##MayorCityCAPS## COUNCIL MEMBERS

RESOLUTION

No. _____

Authorization for the Mayor of _____ to sign a
Proposal with Tennessee Department of Transportation
For Project No. _____

NOW, THEREFORE BE IT RESOLVED by the Legislative Body of the
City of _____ meeting in regular session this ___th day
of _____, 20__ that the Mayor be authorized to sign a Proposal
with the Tennessee Department of Transportation for the road
improvement project.

We, the undersigned City Council members, move the adoption of the
above Resolution.

Councilmember _____ moved to adopt the
resolution.

Councilmember _____ seconded the motion.

Voting in Favor _____ Voting Against _____

APPROVED:

ATTEST:

Mayor, City of ##MayorCity##

City Clerk

ORDINANCE NO. 16-5166

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE AND ADOPT THE LEBANON FIRE DEPARTMENT FEE SCHEDULE

WHEREAS, it is necessary to establish a fee schedule for the reviews, inspections, and testing done by the Fire Department for commercial entities in the city; and

WHEREAS, such fees will offset part of the costs incurred for providing such services; and

WHEREAS, the Lebanon Fire Department Fee Schedule is attached hereto as Exhibit A and is incorporated by reference as if appearing verbatim herein; and

WHEREAS, it is necessary to include a reference to such permit fees for the Fire Department in the Lebanon Municipal Code.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Lebanon Fire Department Fee Schedule, attached hereto as Exhibit A, is hereby approved.

Section 2. The Lebanon Municipal Code shall be amended by renumbering the current section **7-214 Penalty** to **7-215 Penalty**, and by creating a new section 7-214 as follows:

7-214. Permit Fees. The schedule of permit fees shall be those fees in place that have been adopted by the Lebanon City Council by ordinance.

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same. This ordinance is applicable to any project not permitted by March 18, 2016, however, it shall not apply for a review of a sprinkler system if the sprinkler plans have been submitted for review prior to March 18, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

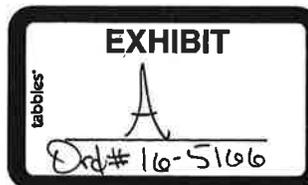
Passed second reading: _____



LEBANON FIRE DEPARTMENT

FEE SCHEDULE

TYPE	CURRENT FEE	NEW FEE	# PROJECTION	REVENUE PROJ	
TAP FEE	for fire lines & public hydrants	\$750 of fee collected goes to Fire Dept	35% of fee collected goes to Fire Dept		
Fire Plan Review	Flat Fee	\$250		\$150,000	
	1st floor	0	sq ft x .03 for 1st floor up to 10,000 sqft		
	2nd floor	0	sq ft x .10		
	3rd floor	0	sq ft x .15		
	4th floor	0	sq ft x .20		
	Additional floors	0	sq ft x .20		
Site Inspections	During Installation	0	\$75/hour per person	\$20,000	
	Witness final acceptance tests (2 hour min)	0	\$75/hour per person	\$4,000	
	Any witnessing or testing during shift hours (retesting)	0	\$75/hour per person	\$4,000	
	Any witnessing or testing before or after shift hours (retesting) (2 hour min)	0	\$120/hour per person	\$2,000	
Knox Box	Sales	\$150	\$150		
	Inspection	\$200	\$200		
	?????				
Hood System Review Fee	Flat rate	0	\$250	\$25,000	
Hood System Inspections/Re-Inspections	Per hour rate	0	\$75/hr (2 hour min) \$120/hr before or after shift hours (2 hour min)	\$2,000	





FIRE SUPPRESSION PERMIT APPLICATION

CITY OF LEBANON - FIRE DEPARTMENT

APPLICANT TO COMPLETE NUMBERED SPACES ONLY

1	JOB ADDRESS	CITY / ZIP CODE																																				
2	LOT NO.	SUBDIVISION / LOCATION																																				
3	OWNER NAME	MAILING ADDRESS CITY / ZIP CODE																																				
3	PHONE	EMAIL																																				
4	CONTRACTOR	MAILING ADDRESS CITY / ZIP CODE																																				
4	PHONE	LICENSE # EMAIL																																				
5	PROPOSED USE: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> INSTITUTIONAL <input type="checkbox"/> QUASI-PUBLIC <input type="checkbox"/> PUBLIC <input type="checkbox"/> SINGLE FAMILY RESIDENCE <input type="checkbox"/> MULTI-FAMILY RESIDENCE <input type="checkbox"/> MISCELLANEOUS <input type="checkbox"/> GARAGE																																					
6	CLASS OF WORK: <input type="checkbox"/> NEW <input type="checkbox"/> ADDITION <input type="checkbox"/> ALTERATION <input type="checkbox"/> REPAIR																																					
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MEMO: Mayor & City Council
FROM: Chief Dowell & Robert Springer
DATE: March 3, 2016
SUBJECT: Commercial Fees for Fire Reviews, Inspections, & Testing

BACKGROUND:

The Fire Department of Lebanon is involved throughout each year in the following:

- Reviewing fire safety in new construction plans or remodeling
- Conducting site inspections and re-inspections during installations of fire safety items and at completions of new construction, during normal work hours and after hours
- Selling and inspection of Knox boxes
- Reviewing plans of hood systems
- Inspections and re-inspections of hood systems in new construction or remodeling
- Inspecting alarm systems
- Inspecting premises where explosives are stored
- Inspecting premises where flammable & combustible liquids are stored
- Inspecting premises where carnivals & fairs are held
- Inspecting exhibits and trade shows
- Inspecting open burning (commercial)
- Annual inspection of sprinkler systems
- Annual inspections of Hood Suppression Systems
- Annual inspections of other suppression systems
- Annual inspections of fire pumps and related equipment
- Annual inspections of private fire hydrants
- Annual inspections of standpipe systems

Most all cities, in our geographic region and of comparable size, are charging fees in order to offset some of their annual expenditures associated with their Fire Department personnel conducting fire plan reviews, inspections and testing. The City of Lebanon is an exception by not charging anything to the commercial entity who is creating the cost to the City.

Currently, all of the residents of the City are paying the costs generated by the commercial entities who require plan reviews, inspections and testing.

RECOMMENDATION:

The Chief of the Fire Department and Commissioner of Finance are recommending the City of Lebanon initiate a Fire Department fee schedule for the City to use in order to offset a fraction of the costs the City is experiencing from providing these services to commercial entities.

These recommended fees are significantly less than comparable size cities in our geographic regions.

You will find attached a list of the proposed fee structure for the Fire Department.

It is important for the City to initiate a fee structure that requires the commercial entities creating the expenditures of new construction & remodeling plan reviews, inspections, re-inspections, and annual testing to help fund a small percentage of those costs.

ORDINANCE NO. 16-5167

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE
HIRING OF TWO ADDITIONAL PATROL OFFICERS FOR THE LEBANON POLICE
DEPARTMENT**

WHEREAS, the city wishes to add two patrol officers (Grade F) to the Lebanon Police Department staff in order to better protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, funds are available in the 15-16 FY budget to cover the cost.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor, Interim Police Chief, and Human Resources Director are hereby authorized to advertise and fill two (2) new patrol officer positions at Grade F for the Police Department.

Section 2. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

RESOLUTION NO 16-1922

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF LEBANON, TENNESSEE, OF NOT TO EXCEED \$5,000,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR A PUBLIC WORKS PROJECT AND TO FUND THE INCIDENTAL AND NECESSARY EXPENSES RELATED THERETO

WHEREAS, it is necessary and in the public interest of the City of Lebanon, Tennessee (the "Municipality" or the "City"), to incur indebtedness (the "Indebtedness"), through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing a public works project, as hereinafter more fully described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lebanon, Tennessee, as follows:

SECTION 1. For the purpose of financing all or a portion of the costs of a public works project, consisting of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to incurring the Indebtedness (collectively, the "Project"), the Municipality is hereby authorized to incur Indebtedness in the amount of not to exceed Five Million Dollars (\$5,000,000), for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a variable rate, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

SECTION 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the Municipality legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged.

SECTION 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

SECTION 4. After the adoption of this Resolution, the Commissioner of Finance and Revenue is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the Municipality.

SECTION 5. This Resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

Adopted and approved this 15th day of March, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Lebanon, Tennessee, shall have been filed with the Commissioner of Finance and Revenue of the City of Lebanon, Tennessee, protesting the incurrence of the Indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

STATE OF TENNESSEE)
COUNTY OF WILSON)

I, Robert D. Springer, hereby certify that I am the duly qualified and acting Commissioner of Finance and Revenue of the City of Lebanon, Tennessee (the "City"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said City held on March 15, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$5,000,000 by said City; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said City this 15th day of March, 2016.

Commissioner of Finance and Revenue

(SEAL)

RESOLUTION NO 16-1923

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF LEBANON, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; APPROVING THE ISSUANCE OF A BOND BY SUCH PUBLIC BUILDING AUTHORITY; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND CERTAIN OTHER MATTERS

WHEREAS, the City Council (the "Council"), of the City of Lebanon, Tennessee (the "Municipality" or the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Council of the Municipality to be in the best interests of the Municipality to finance the Project through The Tennessee Municipal Bond Fund variable rate loan program;

WHEREAS, the Municipality is authorized by Title 9, Chapter 21, Tennessee Code Annotated, as amended, to borrow funds and incur indebtedness for the purpose of financing the Project;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the Municipality for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Variable Rate Local Government Loan Program Bond, Series 2016 (City of Lebanon Legends Drive Loan) (the "Bond"), in the principal amount of not to exceed Five Million Dollars (\$5,000,000), and loan the proceeds thereof to the

Municipality pursuant to the provisions of a Loan Agreement, by and among the Municipality, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Council of the Municipality adopted on the date hereof an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$5,000,000, and the Commissioner of Finance and Revenue of the City has been instructed to publish such Initial Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the City;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Municipality legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Municipality, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Municipality will be irrevocably pledged; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in (i) that certain Indenture of Trust (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and (ii) that certain Bond Purchase Agreement, to be entered into between the Authority and the purchaser of the Bond (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lebanon, Tennessee, as follows:

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the Municipality, the loan to the Municipality from the Authority is hereby authorized in the principal amount of not to exceed \$5,000,000 and the Municipality is hereby authorized to borrow such funds from the Authority.

(b) The Bond to be issued by the Authority shall bear interest at a variable rate, such variable rate to be based on the Securities Industry and Financial Markets Association Rate ("SIFMA"), plus an initial purchasing bank spread of eighty-five basis points (0.85%), plus any additional fees, all as provided in the Indenture and Loan Agreement; provided, however, that such rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee. The Mayor and Commissioner of Finance and Revenue are authorized to enter into the Loan Agreement. The Municipality shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The Loan Agreement shall be for a term of twenty years. The final amortization of principal amounts of the loan evidenced by the Loan Agreement may

be established by the Mayor and the Purchaser of the Bond, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the Municipality.

(c) The Council of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the City.

The Council is aware of the risks and benefits associated with the Loan and the Put Option. The Council finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the City.

The Council further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Council commits to refund the Loan in the following manner:

(x) the Council shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Council has not retained an independent municipal advisor in connection with the Loan. The Council understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Council has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the Municipality and are hereby approved and the Council hereby authorizes the Mayor and the Commissioner of Finance and Revenue of the Municipality to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the Commissioner of Finance and Revenue to evidence their

approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The Municipality further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Indenture and the Bond Purchase Agreement.

Section 3. Fulfillment of Obligations. The Council of the Municipality is authorized and directed to fulfill all obligations of the Municipality under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the Municipality on all taxable property within the corporate limits of the Municipality without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Municipality legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Municipality under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Municipality are irrevocably pledged.

Section 5. Approval of Bond, Indenture, and Bond Purchase Agreement: For the purpose of providing funds to make the loan to the Municipality evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The Municipality further approves the execution and delivery of the Indenture and the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds of the Municipality, upon submission of a requisition for such funds by the Municipality to the Trustee, in accordance with the terms of the Indenture and Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality.

Section 7. Consent to Assignment. The Municipality hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement to the Trustee as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority.

Section 8. Reimbursement Provisions. The Municipality may have made or may hereafter make expenditures with respect to the Project from a source of funds other than proceeds of the loan from the Authority under the Loan Agreement, such expenditures occurring

prior to the execution and delivery of the Loan Agreement. The Municipality reasonably expects that it will reimburse such original expenditures with proceeds of the loan from the Municipality made pursuant to the Loan Agreement to the extent permissible under Treasury Regulation 1.150-2.

Section 9. Arbitrage Certification. The Municipality recognizes that the Purchaser and owner of the Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Municipality agrees that it shall take no action which may cause the interest on said Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Council of the Municipality that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the said proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Council further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and Commissioner of Finance and Revenue, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Municipality.

Section 10. Miscellaneous Acts. The Mayor, the Commissioner of Finance and Revenue, the City Attorney, and all other appropriate officials of the Municipality are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 11. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 12. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 13. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the Municipality requiring it.

Adopted this 15th day of March, 2016

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

STATE OF TENNESSEE)
COUNTY OF WILSON)

I, Robert Springer, hereby certify that I am the duly qualified and acting Commissioner of Finance and Revenue of the City of Lebanon, Tennessee (the "Municipality"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the City Council (the "Council"), of said Municipality held on March 15, 2016; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the incurring of indebtedness in the amount of not to exceed \$5,000,000 by said Municipality; (4) that the actions by said Council including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of said Municipality this 15th day of March, 2016.

Commissioner of Finance and Revenue

(SEAL)

LOAN AGREEMENT

BY AND AMONG

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF
CLARKSVILLE, TENNESSEE,

CITY OF LEBANON, TENNESSEE,

AND

FIRST TENNESSEE BANK NATIONAL ASSOCIATION
Nashville, Tennessee

This Loan Agreement is subject to a security interest for the benefit of The Bank of New York Mellon Trust Company, N.A., as trustee under that certain Indenture of Trust, dated as of June __, 2016

Dated: June __, 2016

TABLE OF CONTENTS

	Page
ARTICLE I	DEFINITIONS2
Section 1.01.	Definitions2
ARTICLE II	REPRESENTATIONS AND COVENANTS OF BORROWER6
Section 2.01.	Representations of Borrower6
Section 2.02.	Particular Covenants of the Borrower8
ARTICLE III	LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS..... 14
Section 3.01.	The Loan..... 14
Section 3.02.	Sufficiency of Loan Amounts 14
Section 3.03.	Commencement of Loan Agreement Term 14
Section 3.04.	Loan Closing Submissions 15
Section 3.05.	Evidence of Loan..... 16
Section 3.06.	Disbursement of Funds from Project Fund..... 16
Section 3.07.	Loan Repayments 16
Section 3.08.	Additional Payments 17
Section 3.09.	Interest Limit 18
Section 3.10.	Unconditional Obligation to Pay Loan Repayments 18
Section 3.11.	Application of Loan Repayments 19
Section 3.12.	Loan Agreement to Survive Indenture and Bond..... 19
Section 3.13.	Optional Prepayment 19
Section 3.14.	Aribitrage Certification 19
Section 3.15.	Security for Loan..... 19
ARTICLE IV	ASSIGNMENT20
Section 4.01.	Assignment by Issuer20
Section 4.02.	Assignment by Borrower.....20
ARTICLE V	LOAN DEFAULTS AND REMEDIES20
Section 5.01.	Loan Defaults20
Section 5.02.	Notice of Default21
Section 5.03.	Remedies on Default21
Section 5.04.	Attorney’s Fees and Other Expenses.....22
Section 5.05.	Applications of Moneys22
Section 5.06.	No Remedy Exclusive; Waiver; Notice.....22
Section 5.07.	Retention of the Issuer’s Rights22
ARTICLE VI	TITLE TO PROJECT.....22

ARTICLE VII DISCLAIMER OF WARRANTIES; VENDOR’S WARRANTIES; INDEMNIFICATION	23
Section 7.01. Disclaimer of Warranties.....	23
Section 7.02. Warranties	23
Section 7.03. Indemnity and Hold Harmless Provisions	23
Section 7.04. Reimbursement of Issuer and Trustee	23
ARTICLE VIII MISCELLANEOUS.....	24
Section 8.01. Notices.....	24
Section 8.02. Binding Effect	25
Section 8.03. Severability.....	25
Section 8.04. Amendments, Changes and Modifications.....	25
Section 8.05. Execution in Counterparts	25
Section 8.06. Applicable Law	25
Section 8.07. Consent and Approvals	25
Section 8.08. Captions.....	25
Section 8.09. Benefits of Loan Agreement; Compliance with Indenture.....	25
Section 8.10. Further Assurances	25
Exhibit A — Description of the Loan	
Exhibit B — Principal Repayment Exhibit	
Exhibit C — Copy of Loan Resolution	
Exhibit D — Copy of Opinion of Borrower’s Counsel	
Exhibit E — Request for Disbursement Form	
Exhibit F — Approval of Bank	
Exhibit G — Approval of Director of State and Local Finance	
Exhibit H — Borrower’s Tax Exemption Agreement	

LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement"), dated as of June __, 2016 and entered into by and among THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee (the "Issuer"), the CITY OF LEBANON, TENNESSEE, a municipal corporation organized and duly existing under the laws of the State of Tennessee (the "Borrower" or the "City"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, Nashville, Tennessee, a national banking association, as the bondholder (the "Bank") (collectively, the "Parties"):

WITNESSETH:

WHEREAS, the Issuer is authorized by Chapter 10, Title 12, Tennessee Code Annotated, as from time to time amended or supplemented (the "Act"), to, among other things, upon the terms and provisions set forth in the Act, enter into loan agreements with municipal corporations, as defined in the Act, including, but not limited to, incorporated municipalities, metropolitan governments, counties, and other governmental entities, for the purpose of financing the costs of constructing, installing, or acquiring certain necessary and desirable buildings, structures, equipment, and improvements constituting a "project" as such term is defined and used in the Act, for such payments and upon such terms as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act; to issue its revenue bonds pursuant to the provisions of the Act for the purpose of financing, acquiring, erecting, extending, improving, equipping, or repairing or a combination thereof, any project; and, as security for the payment of the principal of, and the interest on, any such bonds so issued, to assign and pledge, among other things, all or any part of its interest in, and rights under, the loan agreements relating to the necessary and desirable projects so financed;

WHEREAS, the Issuer has determined that there is substantial need within the State for a financing program which will provide funds for qualifying projects for municipal corporations in the State;

WHEREAS, the Issuer is authorized under the Act to issue its revenue bonds to provide funds for such purposes;

WHEREAS, the Issuer has determined that the public interest will best be served and that the purposes of the Act can be more advantageously obtained by the Issuer's issuance of its revenue bonds in order to loan funds to participating borrowers to finance qualified projects;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted by its Board of Directors on November 5, 2013, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount of not to exceed \$300,000,000;

WHEREAS, the Borrower is a municipal corporation lawfully organized and existing under the laws of the State of Tennessee;

WHEREAS, the Borrower is authorized under the Act, its charter, and its ordinances and resolutions to enter into this Loan Agreement for the purposes of financing the costs of projects authorized by the Act;

WHEREAS, the Issuer and the Borrower have determined that the provision of funds by the Issuer to the Borrower (the "Loan"), pursuant to the terms of this Loan Agreement, that certain Indenture of Trust, of even date hereof, between the Issuer and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and the Bond Purchase Agreement, of even date hereof, between the Issuer and First Tennessee Bank National Association, Nashville, Tennessee (the "Bank"), as the purchaser of the Bond, including any amendments and supplements thereto, for the purpose of financing certain public works projects and paying of the costs incident to the closing and funding of the Loan and the issuance of the Bond;

WHEREAS, the City Council (the "Council"), of the City, by an Initial Resolution, adopted by the Council on March 15, 2016 (the "Initial Resolution"), approved the borrowing of funds and the incurring of indebtedness in an amount of not to exceed \$5,000,000 in the form of a loan from the Issuer to provide funding to finance certain public works projects, consisting of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and, to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), and by its Loan Resolution adopted by the Council on March 15, 2016 (the "Loan Resolution"), authorized a loan pursuant to a loan agreement between the City and the Issuer for the aforementioned purposes and the assignment of the City's obligation under such loan agreement;

WHEREAS, the Loan will be administered by The Tennessee Municipal Bond Fund (the "Administrator"), under that certain Program Management Contract, dated of even date herewith, by and between the Issuer and the Administrator; and,

WHEREAS, pursuant to the Issuer Resolution, in order to assist the Borrower in the financing of the Project, the Issuer has agreed to authorize, issue, sell and deliver its Variable Rate Local Government Loan Program Bond, Series 2016 (City of Lebanon Legends Drive Loan) (the "Bond"), in the maximum principal amount of not exceeding \$5,000,000.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Indenture as applied to the Loan Agreement. The following terms have the meanings indicated below for all purposes of this Loan Agreement unless the context clearly requires otherwise:

"Act" means Title 12 Chapter 10 of Tennessee Code Annotated, as amended.

"Adjusted SIFMA Rate" means the SIFMA Index Rate plus the Purchasing Bank Spread.

"Administrator" means the Tennessee Municipal Bond Fund, and its successors or assigns.

"Authorized Officer of the Borrower" means any person or persons authorized pursuant to the Charter, an ordinance, or a resolution of the governing body of the Borrower to perform such act of execute such documents on behalf of the Borrower.

"Bank" means First Tennessee Bank National Association, Nashville, Tennessee or its successors and assigns, as the purchaser of the Bond pursuant to the Bond Purchase Agreement.

"Bond" means the Variable Rate Local Government Loan Program Bond, Series 2016 (City of Lebanon Legends Drive Loan), to be dated the date of its issuance, issued in the maximum principal amount of not exceeding \$5,000,000.

"Bond Counsel" means Bone McAllester Norton PLLC, Nashville, Tennessee.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date hereof, between the Issuer, as the issuer of the Bond, and the Bank, as the purchaser of the Bond, describing the rights and obligations of both parties relating to the private placement of the Bond.

"Borrower" means the City of Lebanon, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee.

"Borrower Resolutions" mean collectively, the Initial Resolution and the Loan Resolution of the Borrower.

"Borrower's Tax Exemption Certificate" means the tax exemption certificate, including exhibits thereto, which is entered into by the Borrower, which is in form and substance similar to Exhibit H hereto.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bond and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or affect the Bond.

"Cost of the Project" means the costs of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and, to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become a Loan Default hereunder.

"Default Rate" means the Prime Rate.

"Drawing" means a disbursement from the Project Fund pursuant to Section 3.06 hereof.

"Issuer" means The Public Building Authority of the City of Clarksville, Tennessee, a public nonprofit corporation, duly organized and existing under the laws of the State.

"Issuer Resolution" means the resolution of the Issuer adopted on November 5, 2013 providing for the issuance of its Local Government Loan Program Bonds, in aggregate principal amount not to exceed \$300,000,000, of which the Bond is one of such authorized obligations.

"Loan" means the loan as authorized by this Loan Agreement, the Borrower Resolutions, and the Issuer Resolution.

"Loan Amount" means the aggregate principal amount of all Drawings from time to time up to the Loan Commitment Amount.

"Loan Commitment Amount" means the maximum principal amount of not exceeding \$5,000,000, or other amount as may be determined by the Issuer, the Borrower, and the Bank.

"Loan Payment Period" means the period from and including the first calendar day of a month to and including the last calendar day of such month.

"Loan Repayment Date" means the 10th day of each month, or, if such day is not a Business Day, the next succeeding Business Day.

"Loan Repayments" means the payment of principal, interest, and fees payable in connection with the Loan and the Bond pursuant to the terms of this Loan Agreement;

"Maximum Rate" means the lesser of (a) the highest interest rate that may be borne by the Bond under State law, or (b) 12% per year.

"Ongoing Expenses" means the payments listed in Section 3.07(c) and 3.08(a) through (c) hereof.

"Optional Prepayment Price" means (a) with respect to a prepayment in whole, the amounts determined by the Trustee which the Borrower may, in its discretion, pay the Trustee, not more than 60 calendar days prior to any date the Bond is subject to optional call for redemption pursuant to Article III of the Indenture, in order to prepay the Loan Repayments and Ongoing Expenses due under its Loan in full, which amount shall be equal to (i) the amount of any past-due Loan Repayments and Ongoing Expenses, together with interest at the Default Rate on such past-due Loan Repayments and Ongoing Expenses to the date such amounts due, if any, are paid in full; (ii) the accrued interest on the Outstanding Loan Amount (exclusive of past-due Loan Repayments) and accrued Ongoing Expenses since the last scheduled Loan Repayment Date to the date of such payment in full; (iii) the Outstanding Loan Amount; and, (iv) the interest accruing on the Outstanding Loan Amount at the maximum rate allowable by applicable law together with the Ongoing Expenses estimated by the Trustee to be the maximum to be incurred for the period from the date of such payment to the date such payment is applied for redemption of the Bond pursuant to Article III of the Indenture; and, (b) with respect to a partial prepayment, the amount determined by the Trustee which the Borrower may, in its discretion, so long as the Borrower is not in default hereunder, pay to the Trustee in order to partially prepay the Loan Repayments due under the Loan, which amount shall be equal to: (i) the accrued interest on the Outstanding Loan Amount to be prepaid plus the accrued Ongoing Expenses, all to be calculated from the last Loan Repayment to the date of such partial prepayment; (ii) the principal amounts of the Outstanding Loan Amount to be prepaid (which shall not be less than \$100,000); and, (iii) a percentage (as hereinafter defined) of the interest on the Outstanding Loan Amount at the maximum rate allowable by applicable law (without giving effect to the prepayment then being made) together with the Ongoing Expenses for the period from the date of such partial prepayment to the date such prepayment is applied for redemption of the Bond pursuant to Article III of the Indenture. The percentage of the Borrower's interest and Ongoing Expenses for purposes of (b) shall be determined by dividing the amount of the partial prepayment of the principal of the Loan by the Outstanding Loan Amount prior to the prepayment.

"Outstanding Loan Amount" means the Loan Amount minus principal prepayments and repayments deposited with the Trustee.

"Pricing Matrix" means the matrix stipulating the Purchasing Bank Spread which is incorporated into EXHIBIT A to this Loan Agreement.

"Prime Rate" means the fluctuating rate of interest established by the Bank from time to time as its "Prime Rate," whether or not such rate shall be otherwise published. The Prime Rate is established by the Bank as an index or base rate and may or may not at any time be the best or lowest rate charged by the Bank on any loan. If at any time or from time to time the Prime Rate increases or decreases, then any interest rate hereunder based on the Prime Rate shall be correspondingly increased or decreased as of the date of the increase or decrease in the Prime Rate. In the event that the Bank during the term hereof, shall abolish or abandon the practice of establishing a Prime Rate, or should the same become unascertainable, the Bank shall designate a comparable reference rate which shall thereafter be deemed to be the Prime Rate for purposes hereof.

"Project" means the costs of consisting of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and, to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City, as authorized by the Borrower Resolutions.

"Purchasing Bank Spread" means the number of basis points to be added to the SIFMA Index Rate pursuant to the Pricing Matrix.

"Put Option" means the option of the Bank to put the Bond to the Issuer for purchase on each Scheduled Put Option Date.

"Repayment Exhibit" means the debt service schedule of the Loan Amount made to the Borrower and attached hereto as EXHIBIT B, as the same may be amended from time to time in accordance with the provisions of this Loan Agreement and the Indenture.

"Scheduled Put Option Date" means initially the seventh anniversary of the date of the closing of the Loan, subject to extension as set forth in Section 3.03 hereof, and if extended by the Bank, the seventh anniversary of the prior Scheduled Put Option Date.

"SIFMA Index Rate" means The Securities Industry and Financial Markets Association Municipal Swap Index™ as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand obligations produced by Municipal Market Data, Inc., or its successor, or as otherwise designated by The Securities Industry and Financial Markets Association; provided, however, that, if such index is no longer provided by Municipal Market Data, Inc or its successor, the "SIFMA Index Rate" shall mean such other reasonably comparable index selected by the Bank, with the consent of the Issuer, the Borrower, and the Administrator; provided, however, that in no event shall the SIFMA Index Rate exceed the Maximum Rate.

"SIFMA Index Rate Period" means each period during which the SIFMA Index Rate is in effect.

"State" means the State of Tennessee.

"Trust Indenture" means that certain Trust Indenture, dated the date hereof, between the Trustee and the Issuer.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, and duly authorized and qualified to accept and execute trusts of the character hereinafter set forth, and any successor trustee under the Indenture.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

Section 2.01. Representations of Borrower. The Borrower represents for the benefit of the Issuer, the Administrator, the Trustee, and the Bank as follows:

(a) *Organization and Authority.*

(1) The Borrower is a municipal corporation duly created and validly existing in good standing pursuant to the constitution and statutes of the State.

(2) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own and operate its properties, to carry on its activities, to enter into this Loan Agreement and to execute the Borrower's Tax Exemption Certificate, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan Agreement and the Borrower's Tax Exemption Certificate.

(3) The proceedings of the Borrower's governing body approving this Loan Agreement and the Borrower's Tax Exemption Certificate and authorizing their execution and delivery on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law.

(4) This Loan Agreement and the Borrower's Tax Exemption Certificate have been duly authorized, executed, and delivered by an Authorized Officer of the Borrower; and, assuming that the Issuer has all the requisite power and authority to execute and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement and the Borrower's Tax Exemption Certificate, constitute the legal, valid, and binding obligations of the Borrower enforceable in accordance with their respective terms subject to future proceedings under bankruptcy, reorganization, debt arrangements, insolvency, or other laws of general application or principles of equity relating to or affecting the enforcement of creditors' rights. The information provided and to be provided to the Issuer, the Administrator, and the Bank in connection with obtaining the Loan hereunder is true and accurate in all respects.

(b) *Full Disclosure.* The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Issuer, the Administrator, or the Bank do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact known to the Borrower which the Borrower has not disclosed to the Issuer, the Administrator, and the Bank in writing which materially adversely affects or is likely to materially adversely affect the financial condition of the Borrower, its ability to own and operate its property in the manner such property is currently operated or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) *Pending Litigation.* There is no litigation or legal or governmental action, inquiry, investigation, or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to make all Loan Repayments and other payments required hereby and otherwise perform its obligations under this Loan Agreement, that have

not been disclosed in writing to the Bank, the Administrator, and the Issuer in the Borrower's application for its Loan or otherwise.

(d) *Compliance with Existing Laws and Agreements.* The execution and delivery of this Loan Agreement by the Borrower, the performance by the Borrower of its obligations hereunder, and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement and the undertaking and completion of the Project (i) are within the municipal powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower and (ii) do not and will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than this Loan Agreement) to which the Borrower is a party or by which the Borrower or any of its property may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, resolutions, ordinances, governmental rules, regulations or court orders to which the Borrower or its properties or operations is subject.

(e) *No Defaults.* No event has occurred and no condition exists that, upon execution of this Loan Agreement or receipt of the Loan Amount, would constitute a Default or a Loan Default. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or the ability of the Borrower to make all Loan Repayments or other payments required hereby or otherwise perform its obligations under this Loan Agreement.

(f) *Governmental Consent.* The Borrower has obtained all permits and approvals required to date by any governmental body or officer for the making and performance by the Borrower of its obligations under this Loan Agreement or for the undertaking or completion of the Project and the financing thereof, and the Borrower has complied with any applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making and performance by the Borrower of its obligations under this Loan Agreement or the Borrower's Tax Exemption Certificate or with the undertaking or completion of the Project and the financing thereof. The financing of the Project as contemplated by this Loan Agreement is consistent with the terms of any such governmental consent, order, or any action applicable thereto. No consent, approval or authorization of, or filing, registration, or qualification with, any governmental authority that has not been obtained is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement, the Borrower's Tax Exemption Certificate, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) *Compliance with Law.*

(1) The Borrower is in compliance with all laws, ordinances, resolutions, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or the condition (financial or otherwise) of the Borrower; and,

(2) The Borrower has obtained all licenses, permits, franchises, or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities, and agrees to obtain all licenses, permits, franchises, or other governmental authorizations which may be required in the future, which, if not obtained, would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower.

Section 2.02. Particular Covenants of the Borrower.

(a) *Performance of This Loan Agreement.* The Borrower agrees: (i) to cooperate with the Issuer in the performance of the respective obligations of such Borrower and the Issuer under this Loan Agreement; (ii) to establish, levy, and collect without limitation ad valorem taxes sufficient to pay when due the annual amount payable and sufficient to fulfill the terms and provisions of this Loan Agreement; and, (iii) to deliver to the Issuer, the Administrator, and the Bank, and any designee of such parties, any report or certificate required to comply or to evidence compliance with requirements imposed by the Bank.

(b) *Inspections.* The Borrower shall permit the Issuer, the Administrator, the Trustee, and the Bank, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto (other than documents the confidentiality of which is protected by law or professional codes of ethics) and to its financial standing, and shall supply such reports and information as the Issuer, the Administrator, the Trustee, or the Bank may reasonably require in connection therewith.

(c) *No Federal Guarantee.* The Borrower has not secured and will not secure any of its obligations hereunder by any obligation which is federally guaranteed within the meaning of Section 149(b) of the Code.

(d) *Insurance.* The Borrower shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance with respect to its property, insuring against such casualties and contingencies of such types (including public liability insurance) and in such amounts as are customary in the case of persons engaged in the same or similar activity and similarly situated. The policies or self insurance shall specify that they shall not expire or be cancelled or be materially changed, as the case may be, except upon 30 calendar days' prior written notice to the Issuer, the Administrator, the Trustee, and the Bank.

(e) *Cost of Project.* The Borrower certifies that the Cost of the Project is a reasonable and accurate estimation and upon direction of the Bank or the Issuer will supply the same with a certificate from independent engineers stating that such Cost of the Project is a reasonable and accurate estimation.

(f) *Project.* All items constituting the Project constitute a "project" as defined in the Act. The Borrower intends to cause the Project to be operated at all times during the term of the Loan Agreement as a governmental facility which qualifies as a "project" as defined in the Act.

Moneys which will be made available from the Loan and other sources will be sufficient to complete and pay for the Project. The Loan Amount will not exceed the Cost of and incidental costs related to the acquisition, construction, improvement, and financing of the Project and the issuance of the Bond by the Issuer to provide funds to make the Loan. The Project is needed by the Borrower and will not result in an unnecessary duplication of existing facilities. The Project is consistent with the orderly development and provisions of services in the area in which the Borrower is located.

(g) *Information.* The Borrower shall, at the reasonable request of the Administrator or the Bank, discuss the Borrower's financial matters with the Administrator or the Bank or its designee and provide the Administrator or the Bank with access to and copies of any documents (other than documents the confidentiality of which is protected by law or professional codes of ethics) reasonably requested by the Administrator or the Bank or its designee.

(h) *Maintenance and Use of Project.*

(1) The Borrower will maintain the Project in good condition and make all necessary renewals, replacements, additions, betterments, and improvements thereof and thereto. However, the Borrower may sell or otherwise dispose of all or any part of the Project for fair market value if such part has become obsolete or outmoded or for other reasons is not needed by the Borrower, so long as (i) the Borrower shall deliver to the Issuer, the Trustee, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to such sale or other disposition, and (ii) the proceeds of such sale or other disposition are used by the Borrower to purchase replacements or substitutions for the Project sold or disposed of, which replacements or substitutions shall become a part of the Project, or to prepay the Loan. The Borrower represents that it does not presently intend to sell the Project.

(2) The Borrower will not use the Project or suffer or permit the Project or any portion thereof to be used for other than a public purpose.

(i) *Maintenance of Security, If Any; Recordation of Interest.*

(1) The Borrower shall forthwith after the execution and delivery of this Loan Agreement and thereafter from time to time, cause this Loan Agreement to be filed, registered, and recorded in such manner and in such places as may be required by law in order to fully perfect and protect the lien and security interest hereof and the security interest in them granted by the Indenture and, from time to time, will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all further instruments that may be requested by the Administrator or the Bank for such perfections and protection.

(2) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid any filing, registration, and recording fees incident to such filing, registration, and recording, and all expenses incident to the preparation, execution, and acknowledgment of such instruments of further assurance, and all federal or State fees and other similar fees, duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of this Loan Agreement and such instruments of further assurance.

(3) In order to consummate fully all of the transactions contemplated in this subsection (i) and in connection therewith, the Borrower hereby irrevocably makes, constitutes, and appoints the Trustee and any of its officers, employees or agents as its true and lawful attorney with power to execute and file any further instruments or other documents on behalf of the Borrower required to fully perfect and protect the lien and security interest of the Trustee, provided that the Borrower has not complied with the Trustee's request to execute such instruments within five days from the date of written request.

The Trustee shall deliver to the Borrower, the Issuer, and the Bank within five business days of the execution thereof of a copy of any instrument signed by the Trustee pursuant to this paragraph (i).

(j) *Agreements Requested by the Bank.* The Borrower agrees to provide a copy of its annual budget to the Administrator and the Bank within ten (10) days after such budget has been approved by the Comptroller of the State of Tennessee. The Borrower further agrees to provide a copy of any notices received by the Borrower from any rating agency which maintains a rating on the debt of the Borrower which announces a change in such rating as soon as such notice is received.

(k) *Delivery of Information.* The Borrower will deliver to the Administrator and the Bank as soon as available and in any event within 270 days after the end of each fiscal year, an audited statement of its financial position as of the end of such fiscal year and the related statements of revenues and expenses for such fiscal year, reported on by the independent auditor engaged by the Borrower on the date of this Loan Agreement or other independent certified public accountants acceptable to the Administrator and the Bank and which shall include the Division of Local Government Audit, or any successor thereto, which acceptance will not be unreasonably withheld, whose report shall state that such financial statements present fairly the financial position as of the end of such fiscal year and the results of operations and changes in financial position for such fiscal year.

(l) *Keeping of Records and Books of Account.* The Borrower shall keep or cause to be kept proper records and books of account, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's auditors) reflecting all of its financial transactions.

(m) *Compliance with Laws, Etc.* The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations, and orders of any governmental authority, noncompliance with which would, singly or in the aggregate, materially adversely affect its business, properties, earnings, prospects or credit, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(n) *Indemnity.* To the extent legally permissible, the Borrower will pay, and will protect, indemnify, and save the Issuer, each member, officer, commissioner, employee, and agent of the Issuer, and each other person, if any, who has the power directly or indirectly, to direct or cause the direction of the management and policies of the Issuer, harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from the use or operation of the Project) in any manner directly or indirectly (in any case, whether or not by way of the Borrower, its successors and assigns, or directly or indirectly through the agents, contractors, employees, licensees, or otherwise of the Borrower or its successors and assigns) arising or resulting from, out of, or in connection with, the Bond, the Project, this Loan Agreement, or the breach or violation of any event, covenant, representations, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith.

To the extent legally permissible, the Borrower will pay, and will protect, indemnify and save the Administrator, the Bank, and the Trustee, their officers, directors, agents, and employees, and each person, if any, who controls the Administrator, the Bank, or the Trustee, or any of its directors, officers, agents, or employees within the meaning of the Securities Exchange Act of 1934, as amended, harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees, costs, and expenses), suits, claims and judgments of whatsoever nature directly or indirectly arising or resulting from, or in connection with the administration or acceptance of the trusts established under the Indenture, or the breach or violation by the Borrower of any agreement, covenant, representation, or warranty of the Borrower set forth in this Loan Agreement or any document delivered pursuant hereto or thereto or in connection herewith or therewith. An indemnified person shall promptly notify the Borrower in writing of any claim or action brought against it, in respect of which indemnity may be sought against the Borrower, setting forth, to the extent reasonably practicable under the circumstances, the particulars of such claim or action, and the Borrower will promptly assume the defense thereof, including the employment of competent counsel satisfactory to such indemnified person and the payment of all expenses.

An indemnified person may employ separate counsel with respect to any such claim or action and participate in the defense thereof, but, except as provided herein, the fees and expenses of such separate counsel shall not be payable by the Borrower unless such employment has been specifically authorized by

the Borrower or unless such employment was occasioned by conflicts of interest between and among indemnified persons and/or the Borrower. If the Borrower shall fail to assume the defense of any action as required hereunder, or, within a reasonable time after commencement of such action to retain counsel satisfactory to the indemnified person, the fees and expenses of counsel to such indemnified person hereunder shall be paid by the Borrower.

All amounts payable to or with respect to the Issuer under this Section shall be deemed to be fees and expenses of the Issuer for purposes of the provisions hereof and of the Indenture dealing with the assignment of the Issuer's rights hereunder.

The provisions of this subparagraph shall survive the payment in full and termination of this Loan Agreement and shall inure to the benefit of the Trustee's successors and assigns.

(o) *Further Assurance.* The Borrower shall execute and deliver to the Trustee, the Issuer, the Administrator, and the Bank all such documents and instruments and do all such other acts and things as may be necessary or required by the Trustee, the Issuer, the Administrator, and the Bank to exercise and enforce their rights under this Loan Agreement and to realize thereon, and record and file and rerecord and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the Trustee, the Issuer, the Administrator, and the Bank to validate, preserve, and protect the position of the Issuer, the Administrator, the Trustee, and the Bank under this Loan Agreement.

(p) *Information Reports.* The Borrower covenants to provide the Administrator on behalf of the Issuer with all material information necessary to enable the Issuer to file all reports required under Section 149(e) of the Code, if any, to assure that interest paid by the Issuer on the Bond shall be excluded from gross income of the holders thereof for federal income tax purposes.

(q) *Tax Exempt Status of Bond.* The Issuer and the Borrower understand that it is the intention hereof that the interest on the Bond not be included within the gross income of the owner thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Bond to remain excludable from gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes and shall refrain from taking any action which results in such interest becoming so included. In particular, the Borrower shall after request by the Issuer make all timely payments to provide the Trustee with funds necessary to make payments under Section 148(f) of the Code with respect to investments of proceeds of the Bond lent or to be lent to the Borrower.

The Borrower covenants that it will record or file or cause to be recorded or filed in such manner and in such places whatever documents as may be required by law, the Trustee, or the Administrator to be recorded or filed in order to protect fully the security of the holders of the Bond, and, if applicable, the tax-exempt status of such Bond, including, but not limited to, the filing of all reports as may be required from time to time pursuant to the Code.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Bond, with respect to the payments derived from the Bond, or with respect to the purchase of other obligations, which action or failure to act may cause the Bond to be an "arbitrage bond" within the meaning of such term as used in Section 148 of the Code.

The Borrower will file, or cause to be filed, a Form 8038-G (or successor form) with respect to the Loan in a timely manner. The Borrower has on the date hereof executed a Borrower's Tax Exemption Certificate and hereby agrees to observe all covenants contained therein.

(r) *Maintenance of Existence; Merger, Consolidation, Etc.* The Borrower will maintain its corporate existence, and status as a municipal corporation, as defined in the Act, except that it may dissolve or otherwise dispose of all or substantially all of its assets and may consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it if (i) the surviving, resulting, or transferee corporation is a municipal corporation, as defined in the Act, and, if other than the Borrower, assumes in writing all of the obligations of the Borrower hereunder; and (ii) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under this Loan Agreement. In addition, the Borrower will obtain (y) an opinion of Borrower's counsel that the merger or consolidation complies with this paragraph (r), and (z) a Favorable Opinion of Bond Counsel delivered to the Issuer, the Administrator, the Trustee, and the Bank with respect to the merger or consolidation.

(s) *Taxes and Expenses.* In addition to the payment obligations otherwise provided for in this Loan Agreement, the Borrower will, upon demand by the Issuer, the Administrator, the Bank, or the Trustee, pay all claims, reasonable costs and expenses whatsoever that the Trustee, the Issuer, the Bank, or the Administrator may incur incident to the preparation, execution and delivery of this Loan Agreement, including, but not limited to:

(1) the reasonable fees and disbursements of counsel utilized by the Issuer, the Administrator, the Bank, and the Trustee;

(2) the origination and initial servicing fees and all other reasonable out-of-pocket expenses of the Trustee (including the reasonable fees and disbursements of counsel retained by the Trustee), the Bank, the Issuer, and the Administrator;

(3) all taxes, if any, in connection with the execution and delivery of this Loan Agreement, and all recording and filing fees and stamp taxes relating to the pledge and assignment of the Issuer's right, title, and interest in and to this Loan Agreement pursuant to the Indenture and (with the exceptions noted therein) all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consent waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof; and,

(4) all other taxes, assessments, and governmental charges and levies, if any, imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(t) *Use of Proceeds.* Except to the extent that the Borrower shall deliver to the Issuer, the Trustee, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to the failure of the Borrower to comply with any of the agreements on its part contained in the following paragraphs, the Borrower represents and agrees as follows with respect to the use of the Loan Amount; *provided, however,* that if the Borrower shall deliver to the Issuer, the Trustee, the Administrator, and the Bank a Favorable Opinion of Bond Counsel with respect to compliance with a requirement other than, different from or in addition to those set forth below, then the Borrower shall comply with such other, different or additional requirement:

(1) The Borrower will apply the Loan Amount from the Issuer solely for the financing of the Project as set forth in EXHIBIT A hereto. The Project shall be used in or in connection with the governmental purposes of the Borrower.

(2) None of the Loan Amount is being or will be used to refund or refinance any debt instruments; *provided* that, under the circumstances described in the Tax Exemption Certificate and the Borrower's Tax Exemption Certificate, such proceeds may be used to reimburse the Borrower for expenditures paid prior to Closing.

(3) The Borrower covenants that neither it nor any related person as contemplated by United States Treasury Regulation Section 1.148-1(b) shall, pursuant to an arrangement, formal or informal, purchase any bonds of the Issuer in an amount related to the Loan Amount delivered in connection with the transaction contemplated hereby.

(4) The Borrower will not use any proceeds of any Drawing in any manner that would cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and will take such actions as are necessary and within its power to assure that the interest on the Bond will not be subject to inclusion in the gross income of the owner thereof for federal income tax purposes by virtue of the Bond being an "arbitrage bond".

(5) (a) No more than five percent of the Loan Amount plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit.

(b) The payment of more than five percent of the principal of or the interest on the Loan Amount will not be, directly or indirectly (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit or (B) payments in respect of such property or (ii) on a present value basis, derived from payments (whether or not by or to the Issuer) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit.

(c) No more than five percent of the Loan Amount and investment earnings thereon will be used, directly or indirectly, to make or finance loans to any persons.

(d) No users of the Project other than state or local governmental units will use more than five percent of the Project, in the aggregate, on any basis other than the same basis as the general public; and no person other than a state or local governmental unit will be users of more than five percent of the Project, in the aggregate, as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral.

(6) The Borrower will not permit any direct or indirect guarantees of the Loan if any Person obligated on such guarantee is an "insider" as defined in Section 101 of the United States Bankruptcy Code.

(7) The Borrower will apply the Loan Amount solely for the financing of or to reimburse itself for the Costs of the Project as set forth in EXHIBIT A hereto. The Borrower shall, as quickly as reasonably possible, and with due diligence, spend the Loan Amount for the cost of acquiring, constructing, improving, or financing such Project.

(u) *Borrower's Acceptance of the Indenture.* The Borrower hereby acknowledges, approves and accepts the rights, duties and obligations imposed on the Borrower (including any rights, duties or obligations of the Issuer that may be imposed on the Borrower) pursuant to the Indenture and covenants that

the Borrower will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions applicable to the Borrower contained in the Indenture, in the Bond authenticated and delivered thereunder and in all proceedings of the Issuer pertaining thereto, or required of the Borrower to be observed or performed, whether express or implied.

(v) *Covenant with the Bank.* The Issuer and the Borrower agree that this Loan Agreement is executed in part to induce the purchase by the Bank of the Bond. Accordingly, all covenants and agreements on the part of the Issuer and the Borrower set forth in this Loan Agreement are hereby declared to be for the benefit of the Bank; provided, however, that such covenants and agreements shall create no rights in any parties other than the Issuer, the Borrower, the Trustee and the Bank.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01. The Loan. In order to provide funds for the purpose of financing the costs of the Project and to pay the costs of issuance in connection with the Bond and the loan of the proceeds thereof to the Borrower, the Bank, upon the closing of the Loan, will commit to fund the Loan Commitment Amount, which shall be deposited from time to time in a Project Fund established pursuant to the provisions of the Indenture, in amounts corresponding to each Drawing.

The Trustee, as the agent of the Issuer, shall make the Loan to the Borrower from time to time by disbursing amounts on deposit in the Project Fund to the Borrower upon receipt of a requisition substantially in the form of EXHIBIT E hereto and meeting the requirements of Sections 3.04 and 3.06 hereof; *provided, however*, no disbursement shall be made if an Event of Default has occurred and is continuing under the Indenture or a Default or a Loan Default has occurred and is continuing under this Loan Agreement. The proceeds of the Loan shall be used strictly in accordance with Section 2.02(t).

Section 3.02. Sufficiency of Loan Amounts. Neither the Issuer, the Administrator, the Trustee, nor the Bank in any way warrants or represents that the Loan Amount will be sufficient to finance the entire Cost of the Project.

Section 3.03. Commencement of Loan Agreement Term. The Borrower's obligations under this Loan Agreement shall commence on the date of this Loan Agreement and shall continue until the final maturity of the original Loan Agreement, subject to the Bank's right to exercise the Put Option.

The Bank, at its sole option, may (i) extend the Scheduled Put Option Date for purposes of this Loan Agreement and the Indenture for an additional term of seven (7) years or (ii) exercise its Put Option on such Scheduled Put Option Date; provided, however, unless on or before one hundred eighty (180) days prior to the Scheduled Put Option Date, the Bank shall have notified the Issuer, the Borrower, the Administrator, and the Trustee, in writing, that it intends to exercise its Put Option, then the Bank shall be obligated to extend the Scheduled Put Option Date for an additional seven (7) year term from the then stated Scheduled Put Option Date.

If the Bank elects (or is deemed to have elected) to extend the Scheduled Put Option Date, its obligation to do so shall nevertheless be conditioned on the following:

(a) That no Event of Default hereunder or under the Indenture exists on the Scheduled Put Option Date; and,

(b) That a Favorable Opinion of Bond Counsel having been delivered to the Bank on the Scheduled Put Option Date).

The Council of the City understands and is aware it may be required to either pay in full or refund the outstanding debt evidenced by the Loan Agreement in the event the Bank exercises its Put Option on the Scheduled Put Option Date. The Council has by its Loan Resolution found that it is aware of the risks and benefits associated with the debt evidenced by the Loan Agreement and the Put Option and that the repayment structure of the debt evidenced by the Loan Agreement (including the Put Option) is in the public interest of the City.

The Council hereby agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Bank. In the event that the Put Option is exercised by the Bank, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Council commits to refund the Loan in the following manner:

- (x) the Council shall submit a plan of refunding to the Comptroller or Comptroller's designee;**
- (y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan Agreement; and,**
- (z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan Agreement.**

Section 3.04. Loan Closing Submissions. At the Closing for the Loan, the Borrower will provide to the Issuer, the Administrator, the Bank, and the Trustee the following documentation:

- (a) Initial Resolution of the Borrower and evidence satisfactory to Bond Counsel that any provisions found in Title 9, Chapter 21, Tennessee Code Annotated, as amended, have been complied with necessary for the Borrower to incur indebtedness pursuant to this Loan Agreement.**
- (b) Resolution of the Borrower authorizing the Loan and the execution and delivery of the Loan Agreement and related documents, a copy of which is attached hereto as EXHIBIT C;**
- (c) An opinion of the Borrower's Counsel addressed to the Issuer, the Administrator, the Trustee, Bond Counsel, and the Bank, a copy of which is attached hereto as EXHIBIT D;**
- (d) A letter from the Bank or other evidence satisfactory to the Issuer and the Trustee, a copy of which is attached hereto as EXHIBIT F to the effect that the Bank has approved this Loan Agreement;**
- (e) Evidence of approval attached hereto as EXHIBIT G from the Director of State and Local Finance;**
- (f) An opinion or opinions addressed to, and in form and substance acceptable to, the Issuer, the Administrator, the Bank, and the Trustee, of Bond Counsel, to the effect that such financing with Loan proceeds is permitted under the Act, the Indenture and the resolution authorizing this Loan Agreement and will not cause the interest on the Bond to be included in gross income of the holders thereof for federal income tax purposes or adversely affect the validity, due authorization for or legality of the Bond;**
- (g) An executed Borrower's Tax Exemption Certificate, a copy of which is attached hereto as EXHIBIT H; and,**
- (h) Such other certificates, documents, and information as the Issuer, the Administrator, the Bank, the Trustee, and Bond Counsel may require.**

All opinions and certificates shall be dated the date of the Closing.

Section 3.05. Evidence of Loan. The Borrower's obligation to repay the Loan Amount together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by this Loan Agreement.

Section 3.06. Disbursement of Funds from Project Fund. The amount credited to the Project Fund shall be disbursed to the Borrower, from time to time, upon submission to the Trustee of requisitions by an Authorized Officer of the Borrower substantially in the form attached hereto as EXHIBIT E demonstrating that Costs of the Project have been paid by the Borrower or are due and payable by the Borrower (each a "Drawing"). The Borrower shall also provide such other certificates, documents, and information related to the Project or the Loan as the Bank, the Administrator, or the Issuer may require.

Upon completion of the Project, the Borrower shall give notice to the Administrator, the Trustee, and the Bank in writing stating that such Project has been completed and that no additional funds will be requested from the Project Fund. Upon such notification, the Bank will cause the Trustee to close the Project Fund and no further Drawings will be honored.

Section 3.07. Loan Repayments. (a) The Borrower shall make Loan Repayments in lawful money of the United States of America to the Trustee, each such Loan Repayment to be made by the Borrower by wire transfer of immediately available funds.

The Loan Amount shall be repaid in installments, consisting of (i) principal repayments payable in such amounts on such dates as set forth in EXHIBIT B hereto; and (ii) interest accruing at the Adjusted SIFMA Rate on the Outstanding Loan Amount. If the Trustee changes the Adjusted SIFMA Rate, the Trustee shall, on the 1st Business Day of each month, give notice of the revised Adjusted SIFMA Rate (which the Trustee shall calculate) to the Borrower by fax or by electronic means. A copy of such notice shall be sent to the Administrator. Interest on any past-due Loan Repayment (other than Additional Payments) shall accrue at a rate equal to the Default Rate. The interest portion of the Loan Repayments shall be due on each Loan Repayment Date commencing on July 10, 2016, and thereafter on the 10th day of each succeeding month extending through the term of the Loan, with the final interest portion of the Loan Repayment due on the date of the final payment of the Loan as set forth in EXHIBIT B. All Loan Repayments shall be due as set forth above unless: (i) the Optional Prepayment Price therefor is paid in whole, (ii) the due date on the Loan Repayments is accelerated pursuant to Section 5.03 hereof, or (iii) the Indenture has been discharged in accordance with Article IX of the Indenture.

In addition, the Borrower shall pay all expenses, if any, due under Section 3.08 hereof.

(b) The Adjusted SIFMA Rate for each Loan Payment Period shall be calculated by the Trustee based on the average SIFMA Index Rate for the preceding calendar month, with such SIFMA Index Rate being supplied by the Bank to the Trustee by the close of business on Thursday of each week, with a copy to the Administrator.

(c) In addition to the principal and interest payments specified in (a) above, the Borrower shall pay one-twelfth (or one divided by the number of months in the payment period, in the case of fees calculated on the basis of a period other than annual or one divided by such number of months as shall be reasonably necessary to collect each of such fees by the due date thereof) of the following fees relating to the Bond and the Loan on the Outstanding Loan Amount:

(i) the annual, semiannual, quarterly, monthly, or other regularly scheduled fees of the Administrator owed to it under the Program Management Contract;

(ii) the annual, semiannual, quarterly, monthly, or other regularly scheduled fees of the Trustee owed to it under the Indenture; and,

(iii) such other reasonable fees and expenses in connection with the Bond including any expense related to this Loan Agreement as the Administrator or the Trustee may determine.

(d) If the Loan is not made on the first day of a Loan Payment Period, the Loan Repayments for the first Loan Payment Period shall be calculated by taking into account only amounts to accrue under (b) above for the remainder of such Loan Payment Period.

Notwithstanding the foregoing, if (i) an acceleration of the Outstanding Loan Amount is declared pursuant to Section 5.03 hereof following the occurrence of a Loan Default, or (ii) this Loan Agreement is assigned and becomes payable exclusively to the Bank, accrued but unpaid interest shall be calculated at the Default Rate.

Section 3.08. Additional Payments. In addition to payments due under Section 3.07, the Borrower agrees to promptly pay to the Trustee upon demand of the Administrator or Trustee the following Additional Payments (except that the payee of any such payments related to the making of the Loan may require payment at Closing):

(a) all fees and expenses (including attorney's fees, costs, and expenses) of the Trustee not included in its regular annual fees;

(b) all reasonable fees and expenses of the Issuer, the Administrator, the Trustee, or the Bank relating to this Loan Agreement, including, but not limited to:

(1) the fees and disbursements of counsel utilized by the Issuer, the Administrator, the Bank, and the Trustee in connection with the Loan and the Loan Agreement, and the enforcement thereof;

(2) all other out-of-pocket expenses of the Trustee and the Issuer in connection with the Loan, the Loan Agreement, and the enforcement thereof;

(3) all taxes and other governmental charges in connection with the execution and delivery of the Loan Agreement, or the Loan, whether or not the Loan is then outstanding, and the pledge and assignment of the Issuer's right, title and interest in and to the Loan Agreement pursuant to the Indenture (and with the exceptions noted therein) and all expenses, including attorney's fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof; and,

(c) all of the following:

(1) amounts owed by the Issuer under the Indenture with respect to any indemnification obligations to the Trustee or to any other entity under the Indenture; and,

(2) any other reasonable fees or expenses of the Issuer or the Trustee.

If any principal on the Loan is outstanding during a portion of a month, the interest on the Loan will be calculated on the actual days such principal was outstanding and (i) the interest on the Loan shall be prorated on the rates on the Bond for the actual days outstanding and (ii) amounts due hereunder with respect to Ongoing Expenses and earnings on funds held under the Indenture will be

determined on the assumption that such Ongoing Expenses and earnings accrue at a constant rate throughout the month.

The Additional Payments enumerated in (a), (b), and (c) above may be paid with Loan proceeds.

The Borrower agrees to pay interest at the Default Rate on any Additional Payments enumerated in (a) and (b) above not received by the Issuer or the Trustee within 10 Business Days of demand therefor.

The Borrower's obligation to make the payments required by this Section shall survive payment or prepayment of the Loan and termination of this Loan Agreement.

Section 3.09. Interest Limit. Notwithstanding the provisions of Sections 3.01, 3.07, and 3.08, the interest costs of the Loan, together with all applicable fees to the extent required by law to be considered, shall not exceed the maximum rate permitted by law on the Outstanding Loan Amount.

With respect to the application of the foregoing sentence, the parties hereto reaffirm that the Bond is being issued to provide low cost financing to the Borrower, and that amounts paid hereunder are paid to provide funds to pay principal and interest on the Bond and to pay or reimburse the Issuer for its costs of issuing, carrying, and securing the Bond. To the extent permitted by applicable State or federal usury or other interest rate limitation law or statute, the parties hereto intend that notwithstanding the computation of the Loan Repayments as including payments with respect to certain fees, costs, and expenses of the Issuer, for purposes of such usury or interest rate limitation law or statute, interest shall include only payments with respect to interest to be paid by the Issuer on the Bond, and all other payments shall be treated as payments with respect to fees, costs, and expenses of the Issuer in issuing, carrying, paying and securing the Bond for the benefit of the Borrower. The Borrower hereby expressly waives the defense of usury.

The determination by the Trustee or the Bank in accordance with the Indenture of the rates to be borne by the Bond at any time, or the component bases thereof shall be conclusive and binding on the Borrower. Failure by the Trustee to give notice required hereunder, or any defect therein, shall not (i) affect the interest rate borne by the Bond or the payment obligations of the Borrower hereunder, or (ii) impose any liability on the Trustee to the Borrower.

Section 3.10. Unconditional Obligation to Pay Loan Repayments. The obligation of the Borrower to make payment of Loan Repayments or any other amounts required by this Article III and other Sections hereof, and to perform and observe the other covenants and agreements contained herein, shall be absolute and unconditional in all events except as otherwise expressly provided in this Loan Agreement. Notwithstanding any dispute between the Borrower and the Issuer, the Trustee, the Bank, any Bondholder or any other person, the Borrower shall make all payments of Loan Repayments when due and shall not withhold any Loan Repayments pending final resolution of such dispute, nor shall the Borrower assert any right of setoff or counterclaim against its obligation to make such payments required under this Loan Agreement.

The Borrower's obligation to pay rebate liability, if any, shall survive payment of the Loan and termination of this Loan Agreement. The Issuer and the Borrower agree that the Borrower shall bear all risk of damage or destruction in whole or in part to the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation of the Project, or any manner or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Project or the compliance by the Borrower with any of the terms of this Loan Agreement. Notwithstanding the foregoing, this Section 3.10 shall not limit the rights of the Borrower to recover amounts owing to it, except as specifically set forth herein.

Section 3.11. Application of Loan Repayments. Loan Repayments shall be applied as follows: (i) first, to pay the interest portion of Loan Repayments, (ii) second, to pay Ongoing Expenses, (iii) third, to pay Additional Payments due under Section 3.08, and (iv) fourth, to pay the principal portion of the Loan Repayments.

Section 3.12. Loan Agreement to Survive Indenture and Bond. The Borrower acknowledges that its obligations hereunder shall survive the discharge of the Indenture and payment of the principal of and interest on the Bond, if and to the extent that amounts are due and owing hereunder as of the date of such discharge and payment.

Section 3.13. Optional Prepayment. (a) At the option of the Borrower and after giving at least 90 calendar days written notice of its intent to pay the Optional Prepayment Price, signed by an Authorized Officer of the Borrower, by certified or registered mail to the Issuer, the Administrator, and the Trustee, the Borrower may prepay, but only after the end of such 90 calendar day notice period, the Loan Repayments in whole, or in part (but only in an amount which will result in at least \$100,000 principal amount of the Bond being redeemed), so long as the Borrower is not in default under any of the provisions hereunder by paying to the Trustee for deposit in a separate and segregated account not more than 60 calendar days prior to any date the Bond is subject to optional call for redemption pursuant to Article III of the Indenture, the then applicable Optional Prepayment Price; and (2) all necessary and proper fees, compensation, and expenses of the Issuer, the Trustee, the Bank, or the Administrator. Amounts described in (1) shall be paid on the dates and shall bear interest if not paid when due as if they were Additional Payments. The Trustee shall use such moneys to pay the redemption price of the Bond and to pay such fees, compensation, and expenses, and shall return any remainder to the Borrower. In the event of a partial prepayment, the principal amounts so prepaid shall be deducted from the Borrower's principal repayments set forth on EXHIBIT B hereto beginning with the last scheduled principal payment on such EXHIBIT B, unless the Borrower requests that the Bank approve the amendment of such EXHIBIT B, and the Bank agrees to such request.

(b) Upon the date 124 days following prepayment of the Outstanding Loan Amount in whole as provided for in this Section, this Loan Agreement shall terminate, except for certain obligations and covenants provided in Article II and the indemnification and reimbursement provisions of Sections 7.03 and 7.04 and any obligation under this Article III to make further payments. The Outstanding Loan Amount may not be prepaid in whole or in part except as provided in this Section or except as required in the event of acceleration.

Section 3.14. Arbitrage Certification. The Borrower recognizes that the Bank will have purchased such Bond upon the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the Borrower agrees that it shall take no action which may cause the interest on the Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Borrower that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Borrower further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and the Commissioner of Finance and Revenue, or either of them of the Borrower, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the Borrower.

Section 3.15. Security for Loan. The Borrower hereby covenants and agrees that there shall be levied and collected in the same manner as other ad valorem taxes of the Borrower on all taxable property

within the corporate limits of the Borrower without limitation as to time, rate, or amount, to the extent necessary in the event funds of the Borrower legally available to pay the indebtedness evidenced by this Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under this Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of this Loan Agreement. For the prompt payment of the Borrower's obligations under this Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower are irrevocably pledged.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment by Issuer. (a) This Loan Agreement and the obligations of the Borrower to make payments hereunder may be assigned and reassigned in whole or in part to one or more assignees or subassignees at any time subsequent to their execution without the necessity of obtaining the consent of the Borrower. The Borrower expressly acknowledges that this Loan Agreement and the obligations of the Borrower to make payments hereunder (with the exception of certain of the Issuer's rights to indemnification, fees, and expenses), have been assigned under the Indenture to the Trustee, as security for the Bond, and that the Trustee shall be entitled to act hereunder and thereunder in the place and stead of the Issuer whether or not any portion of the Bond is in default.

(b) Upon receipt of notice of any assignment of this Loan Agreement to the Bank or upon payment in full by the Bank, the Borrower will make all payments required by Article III directly to the Bank without defense or setoff by reason of any dispute between the Borrower and the Issuer or the Trustee or any other person; provided, however that any such payments relating to indemnification and reimbursement of the respective parties shall be made by the Borrower to the Trustee without defense or setoff by reason of any dispute between the Borrower and the Bank, the Issuer, the Trustee, or any other person.

Section 4.02. Assignment by Borrower. This Loan Agreement shall not be assigned by the Borrower for any reason without the prior written consent of the Issuer, the Trustee, and the Bank.

ARTICLE V

LOAN DEFAULTS AND REMEDIES

Section 5.01. Loan Defaults. If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "Loan Default":

(a) failure by the Borrower to pay any payment obligation required to be paid hereunder when due, which failure shall continue a period of five Business Days;

(b) failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) or (c) through (i) of this Section, which failure shall continue for a period of 30 calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Trustee or the Bank, unless the Trustee and the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Trustee and the Bank may not unreasonably withhold their consent to an extension of such time up to 30 calendar days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower in the applicable period and diligently pursued until the Loan Default is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect on the date on which such representation is made;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within 30 calendar days after such filing and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property if such order remains in effect or such possession continues for more than 30 calendar days;

(e) the Borrower shall generally fail to pay its debts as such debts become due;

(f) default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness outstanding in the amount of \$100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other remedies may be exercised with respect thereto, and if the Borrower's ability to meet its obligations to repay the Loan is adversely affected thereby;

(g) any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of any thereof shall be contested by the Borrower or any governmental agency or authority (other than the Issuer), or if the Borrower shall deny any further liability or obligation under this Loan Agreement; and,

(h) final judgment for the payment of money in the amount of \$100,000 or more is rendered against the Borrower and at any time after 45 calendar days from the entry thereof unless (i) such judgment shall have been discharged or (ii) the Borrower shall have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall have caused the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal.

Section 5.02. Notice of Default. The Borrower shall give the Trustee, the Administrator, the Bank, and the Issuer prompt telephonic notice (promptly confirmed in writing) of the occurrence of any event referred to in Section 5.01 (d) or (e) hereof and of the occurrence of any other event or condition that constitutes a Default or a Loan Default at such time as any Authorized Officer of the Borrower becomes aware of the existence thereof.

Section 5.03. Remedies on Default. Whenever a Loan Default referred to in Section 5.01 shall have happened and be continuing, the Trustee, as assignee of the Issuer, shall, with the consent of the Bank and subject to the provisions of the Indenture, have the right to take any action permitted or required pursuant to the Indenture and to take one or more of the following remedial steps:

(a) declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become immediately due and payable by the Borrower without further notice or demand; and,

(b) take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

In addition, if a Loan Default referred to in Section 5.01(d) or (e) shall have occurred the Trustee shall, with the consent of the Bank, declare all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

Section 5.04. Attorney's Fees and Other Expenses. The Borrower shall on demand pay to the Issuer, the Administrator, the Bank, or the Trustee the reasonable fees, costs, and expenses of attorneys and other reasonable costs and expenses including, without limitation, the reasonably allocated costs of in-house counsel and legal staff incurred by any of them in collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance of any other obligations of the Borrower upon a Loan Default.

Section 5.05. Applications of Moneys. Any moneys collected by the Issuer or the Trustee pursuant to Section 5.03 hereof shall be applied in the same manner as Loan Repayments are applied pursuant to Section 3.11 hereof. Any moneys remaining shall be paid as owed, first to the Bank, then credited to Loan Repayments of the Borrower, and then shall be paid to the Administrator, as set forth in the Indenture.

Section 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Default or Loan Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.07. Retention of the Issuer's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Indenture, or anything else to the contrary contained herein, the Issuer shall have the right upon the occurrence of a Loan Default to take any action, including, without limitation, bringing an action against the Borrower at law or in equity, as the Issuer may, in its discretion, deem necessary to enforce the obligations of the Borrower to the Issuer pursuant to Section 5.04 hereof.

ARTICLE VI

TITLE TO PROJECT

Title to the Project will initially be in the Borrower. Provided the Borrower shall obtain a Favorable Opinion of Bond Counsel, the Borrower shall have the right to convey the Project to any other persons, subject to the limitations, if any, contained in other provisions of this Loan Agreement and the Borrower's Tax Exemption Certificate. Upon, and as a condition to, any such conveyance not permitted hereby, the Borrower shall prepay the Outstanding Loan Amount as provided in Section 3.13 hereof.

ARTICLE VII

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; INDEMNIFICATION

Section 7.01. Disclaimer of Warranties. Neither the Issuer, the Administrator, the Trustee, nor the Bank makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness of the use of the Project or any portion thereof or any warranty with respect thereto. In no event shall the Issuer, the Administrator, the Bank or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Loan Agreement or the existence, furnishing, functioning or the Borrower's use of the Project or any item or products or services provided in this Loan Agreement.

Section 7.02. Warranties. The Borrower's sole remedy for the breach of any warranty, right of indemnification or representation relating to the Project or any part thereof shall be against the vendors or manufacturers of the Project and not against the Issuer, the Administrator, the Trustee, or the Bank, nor shall such matter have any effect whatsoever on the rights and obligations of the Borrower or the Issuer with respect to this Loan Agreement. The Borrower expressly acknowledges that neither the Issuer, the Administrator, the Trustee, nor the Bank makes, or has made, any representation or warranty whatsoever as to the existence or availability of any such warranties of such vendors or manufacturers.

Section 7.03. Indemnity and Hold Harmless Provisions. To the extent legally permissible, the Borrower hereby releases the Issuer and the Trustee and their respective members, agents, employees, attorneys, and consultants from, agrees that the Issuer and the Trustee and their respective members, agents, employees, attorneys, and consultants shall not be liable for, and agrees to reimburse and indemnify and hold the Issuer and the Trustee and their respective members, agents, employees, attorneys, and consultants harmless from and against, any and all: (1) liability for loss to the Project (or any injury to or death of any and all Persons that may be occasioned by any cause whatsoever pertaining to Project or arising by reason of or in connection with the acquisition, installation, maintenance, checkout, or use of or failure to use the Project); (2) liability arising from, or expense incurred by the Issuer and the Trustee by reason of, the Loan or this Loan Agreement and all causes of action and attorneys' fees and any other expense incurred in defending any suits or actions which may arise as a result of any of the foregoing; and, (3) all costs and expenses of the Issuer and the Trustee and their respective officers, directors, employees, agents, and attorneys incurred as a result of carrying out their obligations under this Loan Agreement; provided, however, the provisions of this Section 7.03 shall survive the termination of this Loan Agreement and shall inure to the benefit of the Trustee's successor and assigns.

Section 7.04. Reimbursement of Issuer and Trustee. Notwithstanding that it is the intention of the parties hereto, other than herein expressly provided, the Issuer or the Trustee shall not incur any pecuniary liability by reason of this Loan Agreement or the Loan, or by reason of any actions, documents, statutes, ordinances, or regulations pertaining to the foregoing, the Borrower hereby agrees to promptly pay any and all costs and expenses (including reasonable attorney's fees, costs, and expenses), as such costs and expenses accrue, which may be incurred by, or judgments which may be rendered against, the Issuer or the Trustee or any of their respective officers, employees, or agents, at any time or times during, or subsequent to, the term of the Loan: (1) in enforcing any of the terms, covenants, conditions, or provisions of this Loan Agreement or any other document herein contemplated; (2) in taking any action as a result of the occurrence of any Loan Default; or, (3) in defending any action, suit, or proceeding brought against the Issuer or the Trustee or any of their respective officers, employees or agents, as a result of the violation by the Borrower of, or failure by the Borrower to comply with, any present or future federal, State or municipal law, ordinance, regulation, or order, or as a result of any alleged failure, neglect, misfeasance, malfeasance or default on the part of the Borrower, or any of the employees, servants, agents, or independent contractors of the Borrower in connection with, arising from, or growing out of, this Loan Agreement or the Loan or the Project, or any

activities conducted with, or any use of or failure to use, the Project, or any action pertaining to, or connected with, any of the foregoing.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower, the Administrator, the Issuer, the Bank, and the Trustee at the following addresses:

(a) Issuer:

The Public Building Authority of the City
of Clarksville, Tennessee
c/o Runyon & Runyon
301 Main Street
Clarksville, Tennessee 37040

With a copy to:

Tennessee Municipal Bond Fund
226 Capitol Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President/CEO

(b) Trustee:

The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust – TMBF Administrator
Telephone: (904) 998-4711
Fax: (904) 645-1972

(c) Administrator:

Tennessee Municipal Bond Fund
226 Capitol Boulevard, Suite 502
Nashville, Tennessee 37219
Attention: President
Telephone: (615) 255-1561
Fax: (615) 255-7428

(d) Bank:

First Tennessee Bank National Association
511 Union Street, 4th Floor
Nashville, Tennessee 37219
Attention: W.A. Stringer
Telephone: (615) 734-6516
Fax: (615) 734-6148

(e) Borrower:

City of Lebanon, Tennessee
200 N. Castle Heights Avenue
Lebanon, Tennessee 37087
Attention: Commissioner of Finance and Revenue
Telephone: (615) 443-2805
Telecopier: (615) 443-1158

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificate or other communications shall be sent, by notice in writing given to the others.

Section 8.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their respective successors and assigns.

Section 8.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.04. Amendments, Changes and Modifications. This Loan Agreement may be amended only as provided in Article XIII of the Indenture.

Section 8.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles.

Section 8.07. Consent and Approvals. Whenever the written consent or approval of the Issuer shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Issuer unless otherwise provided by law or by rules, regulations or resolutions of the Issuer or unless expressly delegated to the Trustee.

Section 8.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

Section 8.09. Benefits of Loan Agreement; Compliance with Indenture. This Loan Agreement is executed, among other reasons, to induce the purchase of the Bond. Accordingly, all covenants, representations, and agreements of the Borrower herein contained are hereby declared to be for the benefit of the Issuer and the Bank. The Borrower covenants and agrees to comply with, and to enable the Issuer to comply with, all covenants and requirements contained in the Indenture.

Section 8.10. Further Assurances. The Borrower shall, at the request of the Bank or the Issuer, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

IN WITNESS WHEREOF, the Issuer, the Borrower, and the Bank have caused this Loan Agreement to be executed and delivered, as of the execution date set forth on EXHIBIT A hereto.

THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF CLARKSVILLE, TENNESSEE

By: _____
Chairman

Attest:

By: _____
Secretary

CITY OF LEBANON, TENNESSEE

By: _____
Mayor

Attest:

By: _____
Commissioner of Finance and Revenue

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION, Nashville, Tennessee

By: _____
Senior Vice-President

Acknowledged by:

TENNESSEE MUNICIPAL BOND FUND

By: _____
President

Exhibit A

Description of the Loan

- (1) Execution Date of this Loan Agreement: June __, 2016

- (2) Name and Address of Borrower:

City of Lebanon, Tennessee
200 N. Castle Heights Avenue
Lebanon, Tennessee 37087
Attention: Commissioner of Finance and Revenue
Telephone: (615) 443-2805
Telecopier: (615) 443-1158

Billing Contact:

City of Lebanon
200 N. Castle Heights Avenue
Lebanon, Tennessee 37087
Lebanon, Tennessee 37087
Attention: Stuart Lawson, Accounting Manager
Telephone: 615-443-3605
Telecopier: 615-449-7012
Email: lawsons@lebanontn.org

- (3) Loan Amount: Not Exceeding Maximum Principal Amount of \$5,000,000

- (4) Estimated Completion Date: June, 2019

- (5) Loan Term: 20 years (subject to the provisions of Section 3.03 hereof)

- (6) Description of the Project:

Construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing

- (7) Initial Purchasing Bank Spread: 0.85% (subject to adjustment as set forth below)

(8) Purchasing Bank Spread:

The Purchasing Bank Spread shall be applicable from the date hereof up to and including June __, 2023, payable in arrears on the fifteenth day of each consecutive month beginning with the fifteenth day of the first month after the Loan is closed, based on the most recent Moody's Rating (provided, if a Moody's Rating is not available or, if it results in a higher rating, the most recent S&P Rating) of the Borrower's long term unsecured debt. The Purchasing Bank Spread will be calculated on an amount equal to the Outstanding Loan Amount as of the first day of each month, without regard to any reduction in such Loan during the month, and shall be charged at the rate(s) as follows:

Moody's Rating	S&P Rating	Purchasing Bank
		Spread
Aa Rated Borrower	AA Rated Borrower	85 Basis Points (0.85% per annum)
A Rated Borrower	A Rated Borrower	105 Basis Points (1.05% per annum)
BAA Rated Borrower	BBB Rated Borrower	135 Basis Points (1.35% per annum)
Unrated Borrower Or less than Baa rated	Unrated Borrower or less than BBB rated	160 Basis Points (1.60% per annum)

If the Borrower is rated by both Moody's and S&P and there are more than two levels of difference between such ratings, the Bank shall determine the Purchasing Bank Spread, subject to the approval of the Administrator, and promptly notify the Trustee in writing of such determination.

If the Borrower's long term unsecured debt rating changes any time during the term of the Loan, the Purchasing Bank Spread shall be adjusted effective the following July 1st to reflect such rating change; provided, the Trustee has received written notification from the Administrator of such adjustment prior to such July 1st.

The Pricing Matrix set forth above is applicable from the date of Closing of the Loan through the Scheduled Put Option Date. If the Bank elects to extend the Scheduled Put Option Date, the Bank may elect to adjust said Pricing Matrix upwards or downwards, such adjusted Pricing Matrix to be effective June __, 2023, provided, that the Bank shall have given notice to the Borrower, the Issuer, the Administrator, and the Trustee, not less than one hundred eighty (180) days prior to the Scheduled Put Option Date of such adjusted Pricing Matrix.

The Purchasing Bank Spread shall be calculated based on the actual number of days elapsed from and including the last Interest Payment Date to and including the day before the next Interest Payment Date, based on a year composed of 365 days. There shall be no refund of any portion of the Purchasing Bank Spread by reason of expiration, termination, redemption, or prepayment of the Loan or the Bond subsequent to the date of receipt of the Purchasing Bank Spread by the Bank.

Exhibit B

Principal Repayment Exhibit

<u>Payment Date</u>		<u>Principal</u>
05/25/2017	\$	
05/25/2018		
05/25/2019		
05/25/2020		
05/25/2021		
05/25/2022		
05/25/2023		
05/25/2024		
05/25/2025		
05/25/2026		
05/25/2027		
05/25/2028		
05/25/2029		
05/25/2030		
05/25/2031		
05/25/2032		
05/25/2033		
05/25/2034		
05/25/2035		
	Total	\$ 5,000,000

Exhibit C

Copy of Loan Resolution

Exhibit D

Copy of Opinion of Borrower's Counsel

Exhibit E
Form of Request for Disbursement

Not Exceeding \$5,000,000
The Public Building Authority of the City of Clarksville, Tennessee
Variable Rate Local Government Loan Program Bond, Series 2016
(City of Lebanon Legends Drive Loan)

Request No. _____

The undersigned, duly Authorized Officers of the **City of Lebanon, Tennessee** (the "Borrower"), submit this Request for Disbursement and certify as set forth below on behalf of the Borrower, pursuant to Section 3.06 of that certain Loan Agreement, by and between The Public Building Authority of the City of Clarksville, Tennessee and the Borrower, dated as of **June __, 2016**, in the amount of **not exceeding \$5,000,000** (the "Loan Agreement"), such loan being made from the proceeds of that certain **Variable Rate Local Government Loan Program Bond, Series 2016 (City of Lebanon Legends Drive Loan)**, as follows:

1. \$_____ has been paid by the Borrower or is due and owing with respect to the Project. The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due all of which are listed on the attached Schedule, which amounts total the amount requested herein.

2. This request has not been the subject of a previous Request for Disbursement.

3. The subject of this request is a proper Cost of the Project, as described in the Loan Agreement.

4. The amount requested should be wired to:

Bank: _____

Account Number: _____

Account Name: _____

ABA Number: _____

Correspondent Bank: _____

Correspondent Bank Account Number: _____

Account Name: _____

Correspondent Bank ABA Number: _____

We understand that this Request for Disbursement must be faxed to the undersigned by the 25th day of the month, followed by mail, in order to receive such disbursement on the first day of the following month. We also understand that we must call Jill Wiesner at 904-998-4711 or email jill.wiesner@bnymellon.com and tmbf@bnymellon.com to confirm receipt of such fax.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and affixed the corporate seal of the Borrower, this _____ day of _____, _____.

**CITY OF LEBANON,
TENNESSEE**

By: _____
Mayor

Attest:

By: _____
Commissioner of Finance and Revenue

This Request for Disbursement should be submitted to:

**The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Lebanonville, FL 32256**

**Attention: TMBF Administrator
Phone Number: 904-998-4711
Fax Number: 904-645-1972**

SCHEDULE TO REQUEST FOR DISBURSEMENT

The names of the persons, firms or corporations to whom payment is due, a brief description of the services performed and/or materials provided by each and the amount paid or due each are listed as follows (Copies of invoices will be provided upon request of the Administrator):

Person, Firm or Corporation to whom payment is Due:	Amount Paid or Due:	Description of services performed or materials provided:
--	---------------------	--

Exhibit F

Approval of Bank

Exhibit G

Approval of Director of State and Local Finance

Exhibit H

Borrower's Tax Exemption Certificate

TAX EXEMPTION CERTIFICATE

The undersigned, being the duly elected and qualified Mayor of the City of Lebanon, Tennessee (the "Borrower" or the "City"), hereby certifies with respect to the Borrower's obligations evidenced by that certain Loan Agreement (the "Loan Agreement"), between the Borrower and The Public Building Authority of the City of Clarksville, Tennessee (the "Issuer" or the "Authority"), dated the date hereof, in the original principal amount of \$5,000,000 (the "Loan"), as follows:

A. General.

1. I, along with other officers of the Borrower, am charged with the responsibility for issuing the Loan.

2. This certificate is made pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and Treasury Regulations Sections 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(g)-1, 1.150-1, and 1.150-2 (the "Regulations").

3. This certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Loan to the Issuer and deposit of amounts to a Project Fund for the Borrower; and, on the basis of such facts and estimates, the Borrower expects that the future events described herein will occur. To the best of the knowledge and belief of the undersigned, the expectations set forth herein are reasonable.

4. A capitalized term used and not otherwise defined herein has the meaning ascribed to such term in the Loan Agreement.

B. Purpose and Size.

1. The Loan is being issued pursuant to the Loan Agreement to finance capital expenditures for the purpose of financing all or a portion of the costs of certain public works projects, consisting of the construction of the Legends Drive extension from approximately 1,000 feet west of Tater Peeler Road to Cainsville Road, including but not limited to, grading, drainage, base, and paving, and any necessary utility installations and relocations, as required, the acquisition of all other property real and personal, appurtenant thereto or connected with such work, and to pay legal, fiscal, administrative, and engineering costs, reimbursement for expenditures related to the foregoing, and, to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively the "Project"), and to pay costs of issuance and administration of the Issuer's obligations issued to finance the Loan. The amounts received from sale of the Loan, when added to amounts expected to be received from the investment of such proceeds, do not exceed the amounts which will be required to pay the costs of the Project and the costs of issuing and administering the Issuer's obligations issued to finance the Loan.

2. The Project will be owned, operated, and maintained by the Borrower, and the Borrower has not contracted in any manner with any company, firm or other person or entity to operate or maintain the Project or any part thereof, for and on behalf of the Borrower. The Borrower does not expect to enter into any contract for the operation, maintenance, or management of the Project or any part thereof.

3. There is not, and as of the date hereof the Borrower does not anticipate entering into, any lease, contract or other understanding or arrangement, such as a take-or-pay contract or output contract, with any person other than a state or local governmental unit, pursuant to which the Borrower expects that proceeds of the Loan, or the Project financed therewith or any part thereof, will be used in the trade or business of such person (including all activities of such persons who are not individuals).

4. The term of the Loan is not longer than is reasonably necessary for the governmental purposes of this Loan. The average maturity of the Loan is not more than 120% of the reasonably expected useful life of the assets financed by the Loan.

5. No receipts from the sale of the Loan or amounts received from the investment thereof will be used to pay the principal of or interest on any issue of obligations of the Borrower other than the Loan.

6. No other obligations of the Borrower payable from the same source of funds were sold or delivered within 15 days before or after the date hereof.

C. Temporary Periods and Time for Expenditures.

1. The Borrower has previously entered or, within six months from the date hereof, will enter into binding obligations for the acquisition and construction of the Project which require the Borrower to expend at least 5% of the net sale proceeds of the Loan for the Project.

2. The Borrower will pursue the Project with due diligence until completed.

3. The Borrower expects that, after paying costs of issuing the Loan, all remaining proceeds of the Loan, including all income from the investment of proceeds of the sale of the Loan, will be expended to pay costs of the Project within three years after the date hereof.

D. Payment of Loan and Rebate.

1. There shall be levied and collected in the same manner as other ad valorem taxes of the Borrower on all taxable property within the corporate limits of the Borrower without limitation as to time, rate, or amount, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the Borrower under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the Borrower have been irrevocably pledged.

2. Except as described herein, no funds of the Borrower have been pledged to payment of the principal of or interest on the Loan or otherwise restricted so as to give reasonable assurance of the availability of such funds for such purpose.

3. The Borrower has covenanted in the Loan Agreement that it will account separately for the proceeds of the Loan, that it will calculate the earnings on all nonpurpose investments, as such term is defined in the Regulations (the "Nonpurpose Investments"), allocated to proceeds of the Loan, and that it will make payments to the United States Treasury of any "rebatable arbitrage" as a result of such investments at least every five years and at the maturity of the Loan, together with any reports as the Secretary of the Treasury shall prescribe, as may be required by Section 148(f) of the Code.

E. No Artifice or Device.

1. In connection with the issuance of the Loan, the Borrower has not

(a) employed any abusive arbitrage device, or

(b) over-burdened the market for tax-exempt obligations.

F. Loan Not Hedge Bonds.

1. The Borrower expects to expend within three years from the date hereof, in addition to the costs of issuance of the Loan, an amount of proceeds of the Loan equal to not less than 85% of the net sale proceeds of the Loan.

2. No proceeds of the Loan have been invested in investments which have a substantially guaranteed yield for four years or more.

G. Reimbursement Obligations and Reimbursement Allocation.

1. None of the proceeds of the Loan or investment earnings thereon will be used to reimburse the Borrower for any costs of the Project.

Dated: _____, 2016

CITY OF LEBANON, TENNESSEE

By: _____
Mayor

ZONING ORDINANCE 16-5168

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON LEEVILLE PIKE FROM RR – RURAL RESIDENTIAL AGRICULTURAL TO RS12 – MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL 12,000 IN WARD 4

WHEREAS, the City of Lebanon desires to amend the official zoning atlas of the city;
and

WHEREAS, the subject properties are adjacent to an existing residential district; and

WHEREAS, the subject properties are identified as Residential Mix Use in the Future Land Use Plan; and

WHEREAS, the property owner is asking for the RS12 zoning to continue the residential zoning on Leeville Pike; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon’s population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this rezoning to RS12 – Medium Density Single Family Residential 12,000 to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from RR – Rural Residential Agricultural to RS12 – Medium Density Single Family Residential 12,000:

Approximately 34.35 acres more or less, located on unaddressed property on Leeville Pike as shown on the attached map.

For reference, see Deed Book 1121 Page 822 in the Register’s Office of Wilson County, Tennessee, and being shown as Tax Map 79 Parcels 51.06 and 51.07, for Wilson County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 3. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

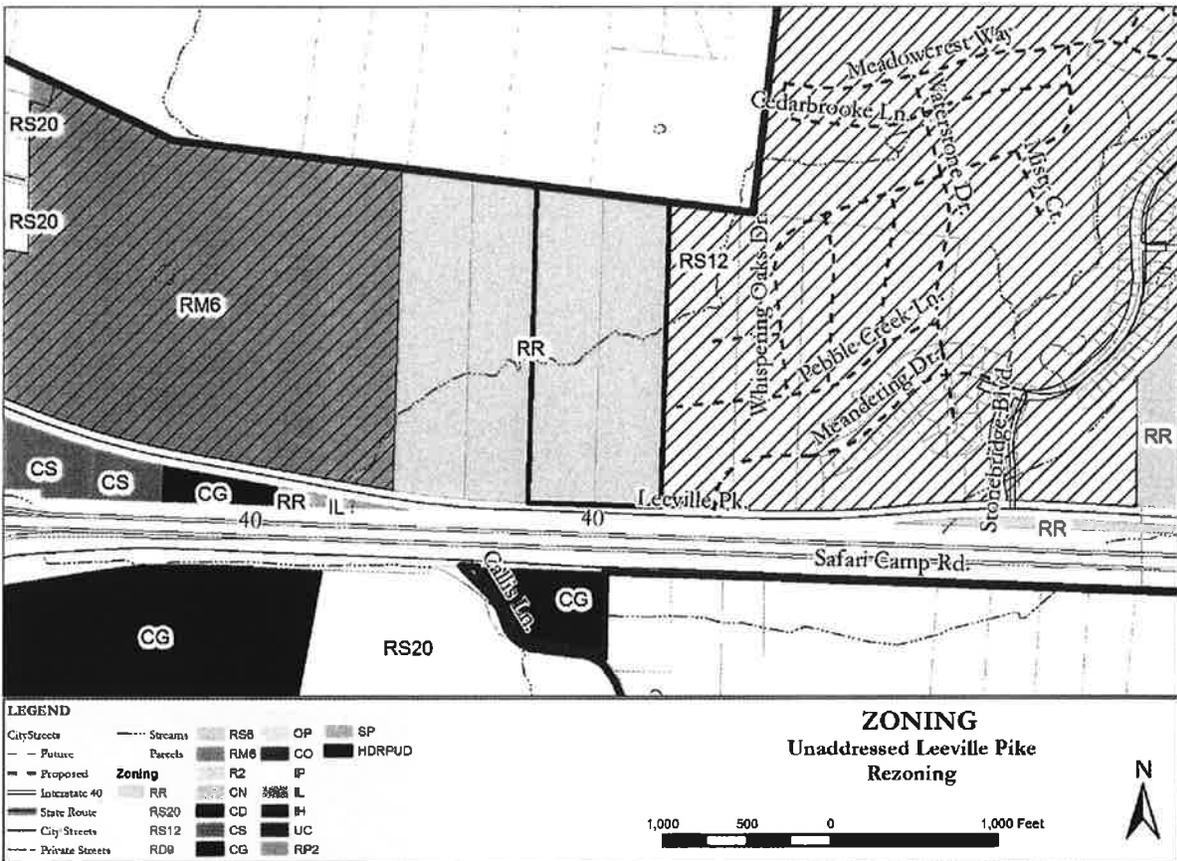
Mayor

Approved as to Form:

Passed first reading: _____.

Passed second reading: _____.

City Attorney



ZONING ORDINANCE 16-5169

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING THE AREA STUMPY LANE, WALNUT GROVE ROAD AND MURFREESBORO ROAD FROM CO – COMMERCIAL/OFFICE AND RMU – RESIDENTIAL MIXED USE TO CO – COMMERCIAL/OFFICE AND LDR - LOW DENSITY RESIDENTIAL

WHEREAS, the City of Lebanon desires to amend the Future Land Use Plan of the city; and

WHEREAS, the subject area is has a classification of CO and RMU in the Future Land Use Plan; and

WHEREAS, a portion of this area is requesting to be annexed into the city with CS zoning which allows office and commercial uses: and

WHEREAS, a portion of this area is requesting to be annexed into the city with RR zoning which allows for low density residential uses: and

WHEREAS, this area is adjacent to land with the classification of CO and LDR in the Future Land Use Plan; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon’s population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to the Future Land Use Plan to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. The area shown on the attached map consisting of about 331.32 acres between Stumpy Land, Walnut Grove Road and Murfreesboro Road is changed from CO and RMU to CO and LDR in the Future Land Use Plan for the City of Lebanon.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 3. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

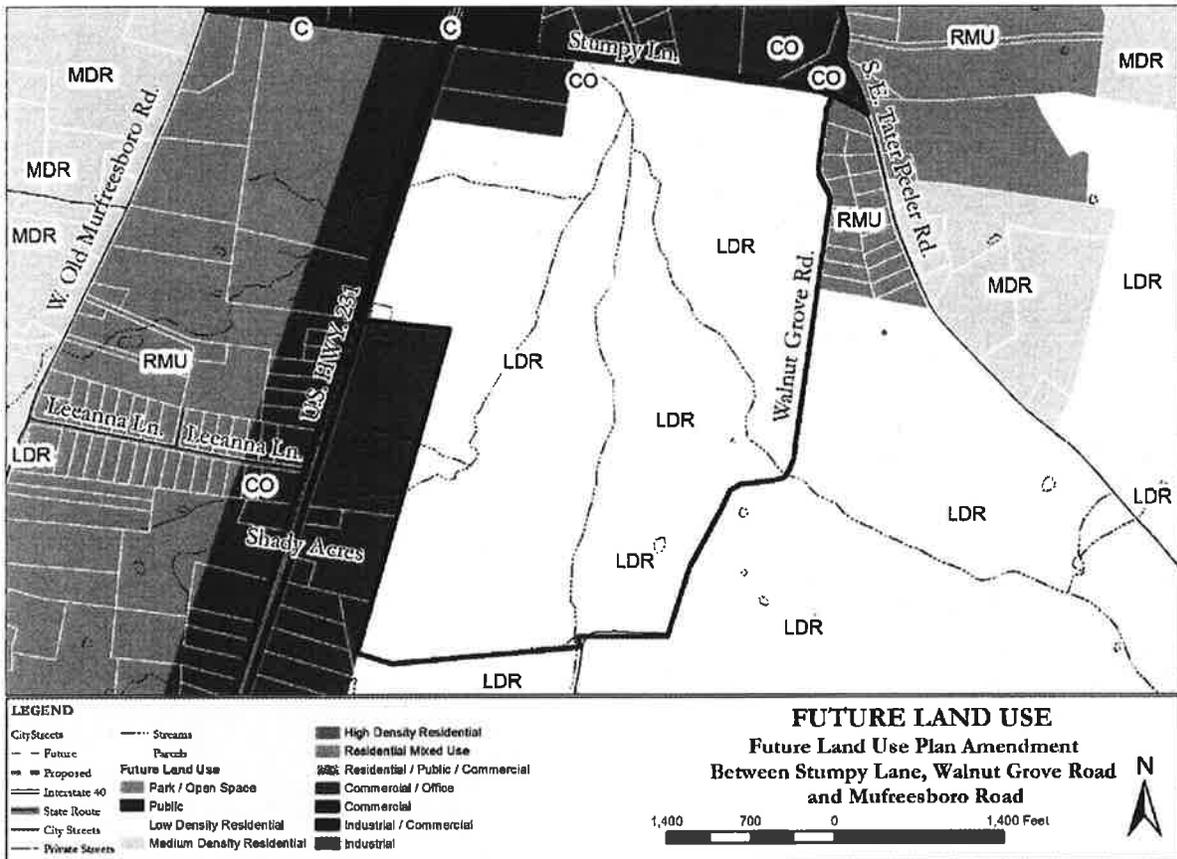
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE 16-5170

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING 1235, 1249, 1253, AND 1295
MURFREESBORO ROAD AND UNADDRESSED PROPERTY ON MURFREESBORO
ROAD FROM RR – RURAL RESIDENTIAL AGRICULTURAL TO CS –
COMMERCIAL SERVICE IN WARD 3**

WHEREAS, the City of Lebanon desires to amend the official zoning atlas of the city;
and

WHEREAS, the subject properties are continue the commercial character of
Murfreesboro Road; and

WHEREAS, the subject properties are identified as Commercial in the Future Land Use
Plan; and

WHEREAS, the property owner is asking for the CS zoning to continue the commercial
zoning on Murfreesboro Road; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect
and facilitate the public health, safety and welfare of the community through coordinated and
practical land use and land development for the betterment of Lebanon’s population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended
approval of this rezoning from RR – Rural Residential Agricultural to CS – Commercial Service
to the Mayor and City Council at their February 23, 2016 meeting.

**NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as
follows:**

Section 1. That the property described herein be, and the same is hereby, rezoned from
RR – Rural Residential Agricultural to CS – Commercial Service:

Approximately 17.43 acres more or less, located at 1235, 1249, 1253, and 1295
Murfreesboro Road and unaddressed property on Murfreesboro Road as shown on
the attached map.

For reference, see Deed Book 918 Page 2173 and Deed Book 1662 Page 2094, in
the Register’s Office of Wilson County, Tennessee, and being shown as Tax Map
92 Parcels 16, 18, 19, 20.01 and 53.03, for Wilson County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said
conflict.

Section 3. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

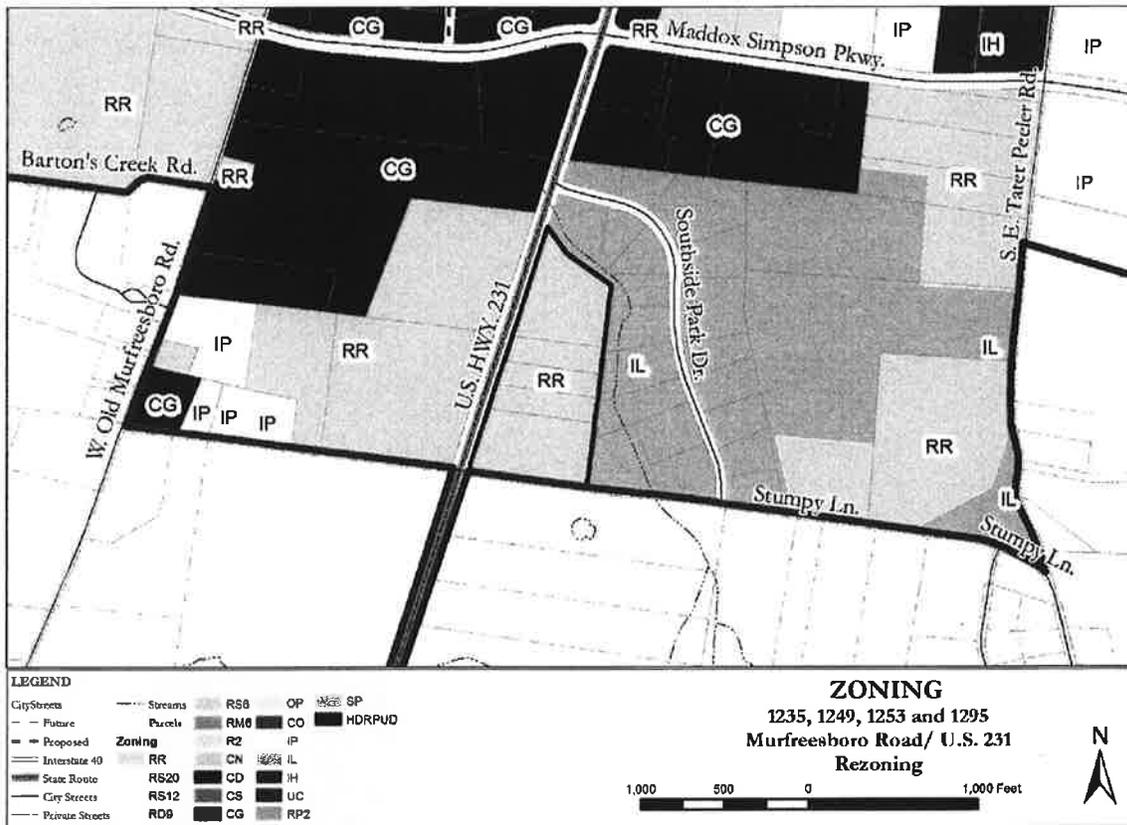
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ORDINANCE NO. 16-5172

**AN ORDINANCE TO AMEND TITLE 14 BY ADDING SECTION 14.804 (J) TO
CREATE CONSERVATION DEVELOPMENT DESIGN GUIDELINES**

WHEREAS, the Planning Commission is considering adding Conservation Developments to the City of Lebanon's Subdivision Regulations; and

WHEREAS, the City of Lebanon has undeveloped land that is constrained by natural constraints i.e. steep slopes, floodplain, sink holes, wetlands; and

WHEREAS, the Planning Commission is responsible for the orderly development of land; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon's population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to the Zoning Code to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Title 14, be amended by adding Section 14.804 J as follows:

Section 1.

J. Conservation Development Design Guidelines

1. Building Materials

- a. Minimum of two materials but no more than three on any exterior façade.
- b. Materials not listed below may be considered and approved or denied by Planning Commission.
- c. Prohibited Materials
 - Vinyl Siding
 - Wood (untreated), T1-11 paneling
 - Exposed, smooth-faced CMU
 - Metal building panel siding
- d. Recommended Materials
 - Brick
 - Natural stone
 - Split-face or finished-face masonry unit
 - Architectural metal panel
 - Cement board lap siding

- Exterior Insulation and Finish Systems (EIFS) or similar material in combination with brick, split-face block, or stone.
- Metal when used in combination with brick, block, or stone

2. Underground Utilities Required:

- a. All private utilities, including service connections for cable TV and the like, shall be installed underground.
- b. All electrical service connections shall be installed underground and shall be approved by Middle Tennessee Electric (or the electrical provider). Each housing unit shall be metered individually. If underground electric is not approved by Middle Tennessee Electric (or the electrical provider) alternates maybe considered.

3. Parking

- a. Parking shall be reviewed on a case-by-case basis.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 3. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.

RESOLUTION NO. 16-1924

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION
OF 418 STUMPY LANE AND UNADDRESSED PROPERTY ON
MURFREESBORO ROAD/ U.S. 231 (TAX MAP 92 PARCELS 53.04 AND 53.05)
TO BE ADDED TO WARD 3**

WHEREAS, TCA 6-51-102, as amended, requires that a plan of services be adopted by the governing body prior to passage of an ordinance annexing any territory; and

WHEREAS, the plan of services shall be reasonable with respect to the scope of services to be provided and the timing of the services; and

WHEREAS, before the adoption of the plan of services, a municipality shall hold a public hearing; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Plan of Service to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted for the area bounded as described in the legal description section and attached maps of the plan of services:

February 23, 2016

**418 STUMPY LANE AND UNADDRESSED PROPERTY ON MURFREESBORO
ROAD/ U.S. 231
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 24.17 acres at 418 Stumpy Lane and unaddressed property on Murfreesboro Road/ U.S. 231 as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

This report begins with a brief overview of the annexation process and the requests by the landowners for annexation. The report then turns to a proposed Plan of Services (POS) for the annexation area. The services described are those that would be necessary for the City to provide under Tennessee law. This area is proposed to receive City services in accordance with the POS.

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an Urban Growth Boundary (UGB) in which annexations could occur. Lebanon can annex property within its UGB by ordinance.

PC 1101 Section 19 requires a "Plan of Services" (POS) prior to annexation and a Plan of Services must include: police and fire protection; water, electrical, and sanitary sewer services; solid waste collection; road and street construction and repair; recreational facilities and programs; street lighting; and zoning services. Public Chapter 225 adopted by the Tennessee General Assembly and signed by Governor Bredesen on June 2, 2003, amended TCA 6-51-102 to include impact on school attendance zones.

The owner of the property on 418 Stumpy Lane and unaddressed property on Murfreesboro Road/ U.S. 231 has asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE
 Planning Commission Application
 Rezoning General Information and Checklist



Title of Project REZONING & ANNEXATION CORNER HENRICK & DORRAN
 Street Location MURFREESBORO RD & STUMP LANE
 Tax Map/Group Number 92 Parcel Number 53.04, 53.05, 53.06
53.07 & 53.08
 Total Acreage 56.08

Approval Requested:
 Annexation & Zoning 56.08 Acres / To CS Planned Unit Development _____ Acres
 Preliminary Subdivision _____ No. of Lots Final Subdivision _____ No. of Lots
 Rezoning 56.08 Acres / From PR To CS Site Planning _____ Bldg. sq.ft.

Owner/Developer:
 Name Jimmy Conner HENRICK CONTRACTING CHRISTOPHER REAMAN
 Address 6012 BLUEWATER DR. P.O. BOX 491 405 ARLINGTON DR.
LEBANON, TN 37087 LEBANON, TN 37088 LEBANON, TN 37087
 Telephone Number 615-347-5073 615-969-2999 615-978-0272
 Fax Number _____ E-Mail _____

Surveyor/Engineer:
 Name CROSBY SURVEYING
 Address 427 PARK AVE.
LEBANON, TN 37087
 Telephone Number 615-444-6693
 Fax Number 615-444-2959 E-Mail CROSBY@BOWSOOTHING.T

- Information required for all applications:
- Cover Letter or Written Narrative Explaining the Purpose of the Request
 - Twenty-five (25) Copies of all Required Information
 - Non-refundable Application Fee (see current fee schedule)

Date Application Filed _____ Date of Requested Planning Commission Meeting _____

200 Castle Heights Avenue North • Lebanon, Tennessee 37087 • (615) 444-3647 • Fax (615) 443-2889



Legal Description

Legal descriptions will be added before the second reading at City Council.

Plan for Serving the Annexation Area

1. Police Protection

Patrolling, radio response to calls, and other routine police services using the City’s personnel and equipment will be provided on the effective date of the annexation.

2. Fire Protection

Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.

This annexation will not be within the preferred 2.5 mile road distance from a fire station but will be within the five (5) mile road distance for fire protection.

3. Domestic Water, Sanitary Sewer Service, and Fire Hydrants

a. Domestic Water – The City of Lebanon currently has a 10” water line on the east side of Murfreesboro Road.

b. Sanitary Sewer – The City of Lebanon currently has a 4” force main line on the west side of Murfreesboro Road. A manhole is located northwest of the Murfreesboro Road and Stumpy Lane intersection.

c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.

4. Electric Service and Street Lighting

There are existing Middle Tennessee Electric power lines on this lot.

5. Public Works

a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.

b. Sanitation – City sanitation services will be available at the time of annexation.

c. Street and Right-of-Way Repair and Maintenance – About 1.08 acres of Stumpy Lane right-of-way will be part of this annexation. This would add approximately 1,550 linear feet or 34,100 square feet (22 feet pavement width) of roadway to city.

d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

The City of Lebanon currently has a 6” gas line on the west side of Murfreesboro Road.

7. Schools

Neither Wilson County Schools nor Lebanon Special Schools anticipated any noticeable effect from the annexation.

8. Inspection and Codes Enforcement

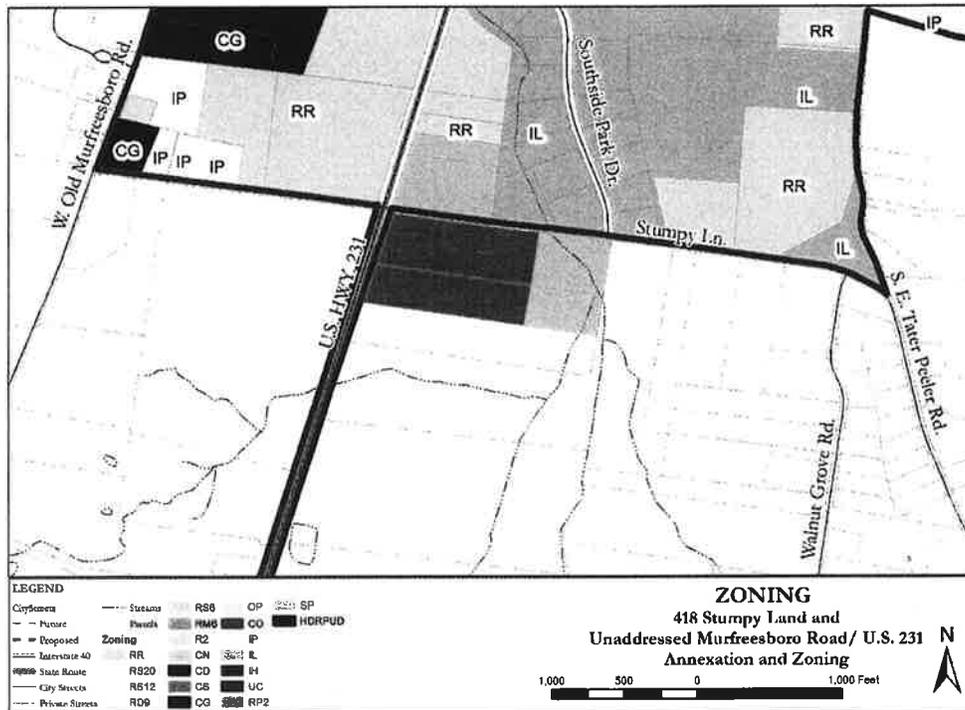
All inspection and code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.

9. Planning and Zoning

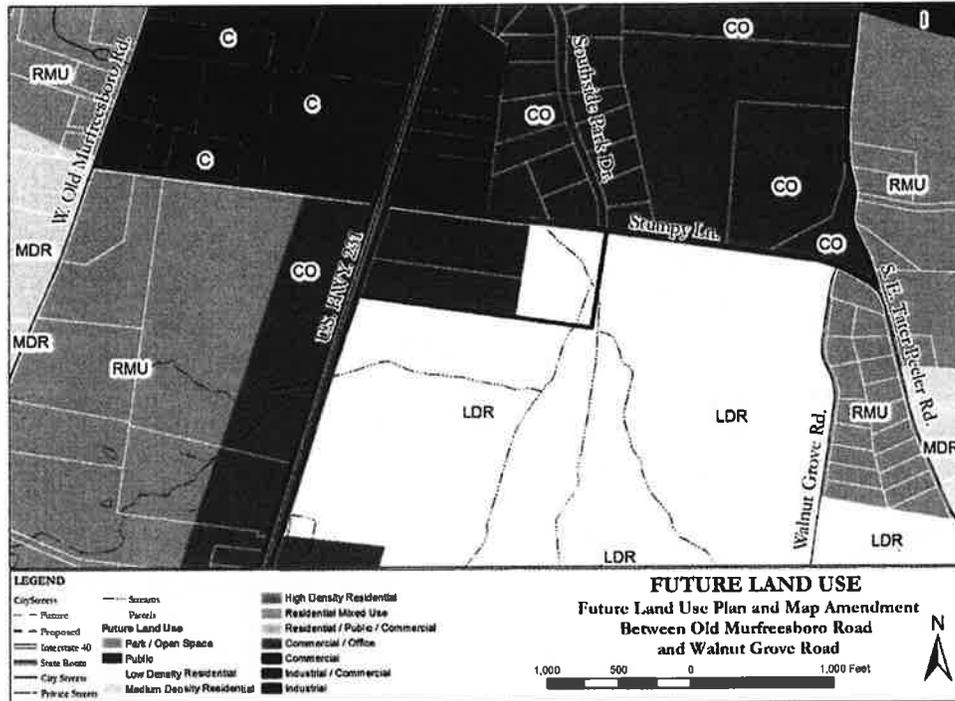
The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.

a. The requested zoning for the annexation is CS – Commercial Service and RR - Rural Residential Agricultural. The CS – Commercial Service zone will run from 1053.8931 feet from the right-of-way of Murfreesboro Road to a point on

the north property line of Parcel 53.04. A line will extend southerly from said point to a point on the southern property lines of Parcel 53.05, 1134.42 feet from right-of-way of Murfreesboro Road, encompassing 16.10 acres more or less. The remaining 7.80 acres on the rear of the two parcels will be zoned RR - Rural Residential Agricultural. See map that follows.



- b. The current Future Land Use Plan classification for this area is Commercial/Office and LDR (Low Density Residential).



10. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The animal shelter is located on Park Drive. Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

11. Voting Rights and City Elections

- a. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.
- b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Revenue

The total appraised property value for the parcel in the annexation area is about **\$295,470**. This equals an assessed value of about **\$130,649** for a commercial property. The property tax generation from this property as a commercial property in the City would be about **\$630** per year.

Section 2. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1925

A RESOLUTION FOR ANNEXING UNADDRESSED PROPERTY AT 418 STUMPY LANE AND UNADDRESSED PROPERTY ON MURFREESBORO ROAD/ U.S. 231, ALSO IDENTIFIED AS TAX MAP 92 PARCELS 53.04, AND 53.05 CONTAINING 24.17 ACRES IN THE RECORDS OF THE WILSON COUNTY ASSESSOR OF PROPERTY (SHOWN ON THE ATTACHED MAP) TO BE ADDED TO WARD 3

WHEREAS, the owner has requested the annexation of this property; and

WHEREAS, the owner will be responsible for extending any utilities; and

WHEREAS, 0.28 acres of right-of-way is being added to the City; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. That Tennessee Code Annotated 6-51-102 authorizes the City of Lebanon to annex land at the request of the land owner when it appears that the prosperity of the municipality and the territory will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed. The City of Lebanon hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed.

Section 2. That pursuant to Section 6-51-101 through 6-51-114, Tennessee Code Annotated, the property (as shown on the attached map) is hereby annexed into the City of Lebanon, Wilson County, Tennessee, and incorporated within the corporate boundaries thereof.

Section 3. That this resolution takes effect 30 days from and after its final passage, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____



ZONING ORDINANCE NO. 16-5171

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING A ZONING APPROVAL OF 24.17 ACRES ON 418 STUMPY LANE AND UNADDRESSED PROPERTY ON MURFREESBORO ROAD/ U.S. 231 (TAX MAP 92 PARCELS 53.04 AND 53.05) TO CS and RR IN WARD 3

WHEREAS, the City of Lebanon desires to amend the official zoning atlas of the city; and

WHEREAS, the subject properties are continue the commercial character of Murfreesboro Road; and

WHEREAS, the subject properties are identified as Commercial/Office and Low Density Residential in the Future Land Use Plan; and

WHEREAS, the owner is asking for the CS and RR zoning to continue the residential zoning on Quarry Road; and

WHEREAS, the City of Lebanon believes that such amendment will promote, protect and facilitate the public health, safety and welfare of the community through coordinated and practical land use and land development for the betterment of Lebanon's population; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this zoning to CS – Commercial Service and RR – Rural Residential Agricultural to the Mayor and City Council at their February 23, 2016 meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, zoned CS – Commercial Service and RR – Rural Residential Agricultural as identified on the survey that follows:

Approximately 23.91 acres more or less, located at 418 Stumpy Lane and unaddressed property on Murfreesboro Road/ U.S. 231 as shown on the attached map.

For reference, see the Register's Office of Wilson County, Tennessee, Tax Map 55 Parcels 53.04, and 53.05, for Wilson County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 3. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers _____.

Attest:

Approved:

Commissioner of Finance & Revenue

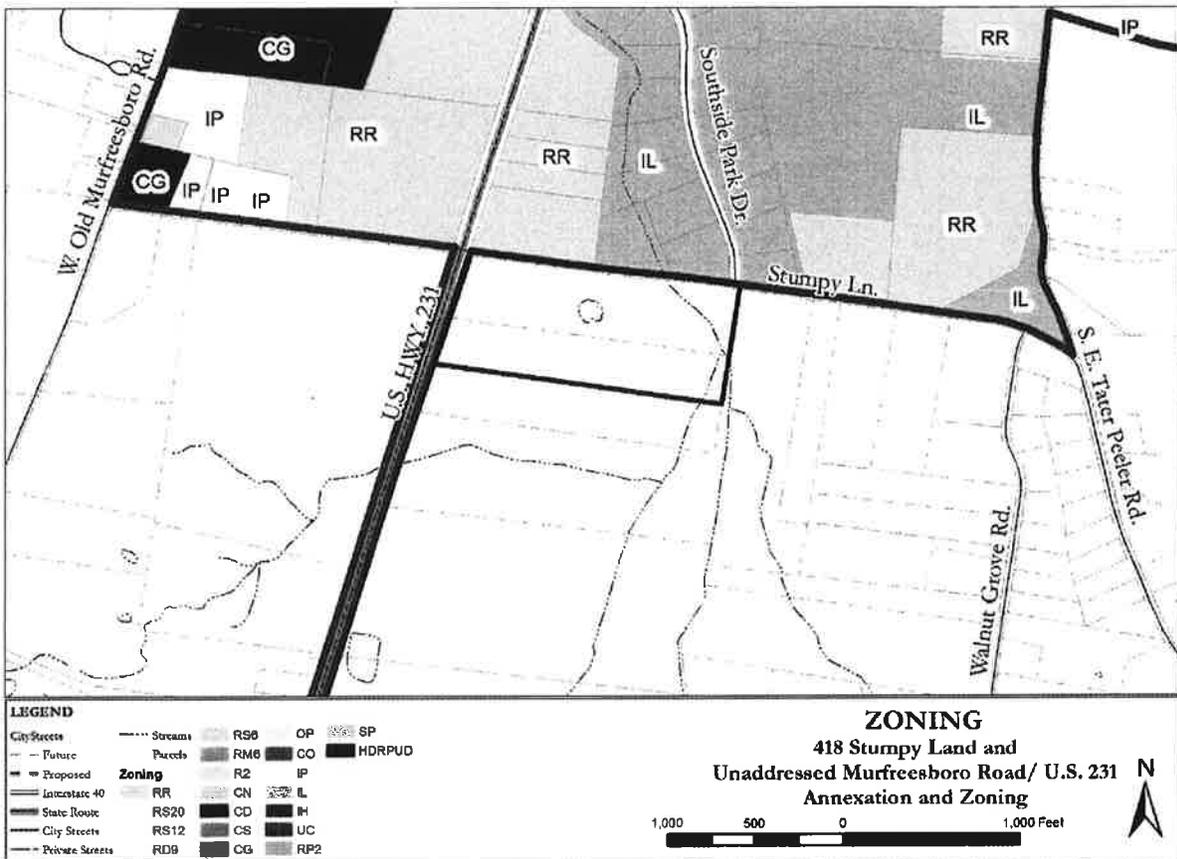
Mayor

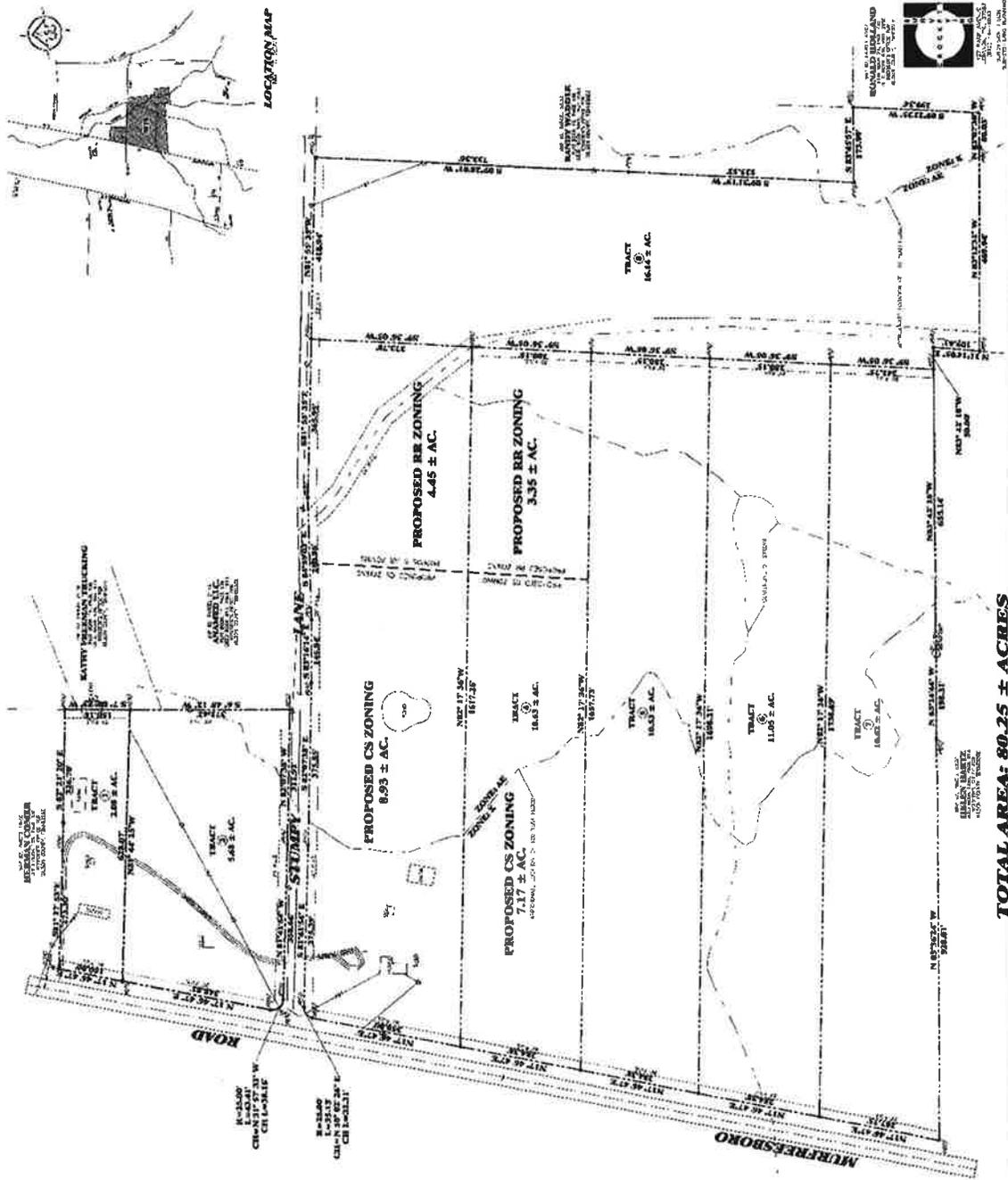
Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.





CERTIFICATE OF ACCURACY:
 I HEREBY CERTIFY THAT THIS IS A CORRECT AND TRUE COPY OF THE ORIGINAL RECORD AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THAT THE SAME IS SUBJECT TO THE TERMS OF THE AGREEMENT AND WAIVER.

NOTE:
 1. THIS MAP IS BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.
 2. THE BOUNDARIES AND AREAS SHOWN ON THIS MAP ARE BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.
 3. THE BOUNDARIES AND AREAS SHOWN ON THIS MAP ARE BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.
 4. THE BOUNDARIES AND AREAS SHOWN ON THIS MAP ARE BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.
 5. THE BOUNDARIES AND AREAS SHOWN ON THIS MAP ARE BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.

FEDERAL ROAD NORTH:
 THE BOUNDARIES AND AREAS SHOWN ON THIS MAP ARE BASED UPON THE RECORD PLATS AND SURVEYS ON FILE IN THE OFFICE OF THE CLERK OF THE COUNTY OF WESLEY COUNTY, MISSISSIPPI, AND THE FIELD SURVEYS AND RECORDS OF THE SURVEYOR GENERAL OF MISSISSIPPI.

LEGEND

- 1" = 100' FEET
- 2" = 200' FEET
- 3" = 300' FEET
- 4" = 400' FEET
- 5" = 500' FEET
- 6" = 600' FEET
- 7" = 700' FEET
- 8" = 800' FEET
- 9" = 900' FEET
- 10" = 1000' FEET

OWNER/DEVELOPER:
 BILLY COMBE
 1000 W. WASHINGTON ROAD
 LEBANON, TN 37098

**MAP NO. PARCELS 20-08
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 20-100**

PROPOSED ZONING MAP OF LOT 3 & 4

BILLY COMBE PROPERTY

THE CITY OF WESLEY COUNTY, MISSISSIPPI

SCALE: 1" = 100'
DATE: JULY 17, 2018
JMS PLS 25 10001 WC

TOTAL AREA: 80.25 ± ACRES

RESOLUTION NO. 16-1926

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON IN SUPPORT OF THE
GHSO ALCOHOL COUNTERMEASURES GRANT APPLICATION**

WHEREAS, funds are available through the Tennessee Governor's Highway Safety Office (GHSO) for the Alcohol Countermeasures Grant Program; and

WHEREAS, such grant program does not require that any funds awarded to a local governmental entity be matched by that local governmental entity; and

WHEREAS, the Lebanon Police Department desires to apply and receive funds for the GHSO Alcohol Countermeasures Grant Program.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, as follows:

Section 1. The Mayor and the Commissioner of Finance and Revenue shall authorize any documentation necessary for the purposes of the Lebanon Police Department applying for and accepting funds being made available to local governments through the GHSO Alcohol Countermeasures Grant Program.

Section 2. The application for and acceptance of any funds awarded to the City of Lebanon for such grant shall not include any City of Lebanon matching funds.

Section 3. This resolution shall take effect immediately upon its passage, the public welfare requiring the same.

Adopted this _____ day of _____, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney