



Philip Craighead
Mayor

CITY OF LEBANON

Office of the Mayor

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WORK SESSION – MAY 17, 2016 - 5:00 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

Review Fire Hall Plans

PUBLIC HEARING - MAY 17, 2016 - 5:55 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) Changing unaddressed property on Highway 109 South from RS20 (Low Density Single-Family) to IP (Planned Business/Industrial Park) (252.00 acres; Tax Map 94 Parcel 31) in Ward 4, by Paul Corder, Planning Director. (Request by Robert Earheart, Jr.) (Reference Ordinance No. 16-5186)
- 2) Changing 1680 Franklin Road from RR (Rural Residential Agricultural) to CG (Commercial General) (4.90 acres; Tax Map 81, Parcel 116.03) in Ward 3, by Paul Corder, Planning Director. (Request by Sharon Robinson) (Reference Ordinance No. 16-5187)
- 3) Changing unaddressed property on Maddox Simpson Parkway and S.E. Tater Peeler Road from RR (Rural Residential Agricultural) to IL (Industrial Light) in Ward 3 (19.00 acres; Tax Map 81, Parcels 77.08, 77.10 and 77.15; and Tax Map 92, Parcels 25 and 25.01), by Paul Corder, Planning Director. (Request by Shin Yi Lien) (Reference Ordinance No. 16-5188)
- 4) To amend the Future Land Use Plan for the City of Lebanon, Tennessee, by changing the area between Lebanon Road (Highway 70), Highway 109 and the Nashville Eastern Railroad from IC (Industrial/ Commercial) to RMU (Residential Mixed Use) (at Martha Station), by Paul Corder, Planning Director. (Reference Ordinance No. 16-5189)

REGULAR CALLED CITY COUNCIL MEETING

AGENDA - MAY 17, 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:

May 3, 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. 16-5190**, second reading, to amend the Lebanon Municipal Code, Title 8, Chapter 2, relative to Special Event Beer Permits, by Mayor Philip Craighead.

Line Item Transfer – Before & After the Fact:

2. **Ordinance No. 16-5207**, second reading, to authorize Line Item Transfers for the Police Department (2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before the Fact:

3. **Ordinance No. 16-5208**, second reading, to authorize Line Item Transfers for ESU (2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.
4. **Ordinance No. 16-5211**, second reading, to purchase Fitness Court equipment for the Don Fox Park (funds appropriated in the 2015-2016 Fiscal Year Budget), by William Porter, Parks and Recreation Director, and Lisa Lane, Purchasing Agent.
5. **Ordinance No. 16-5213**, second reading, to amend the Lebanon Municipal Code, Title 9, Chapter 3, Sections 9-306, 9-307, 9-311, 9-315, 9-319, and 9-332, relative to Taxicabs, by Robert Springer, Commissioner of Finance and Revenue.

6. **Ordinance No. 16-5214**, second reading, to amend the Lebanon Municipal Code, Title 16, Chapter 1, Section 16-110, relative to Events and Parades, by Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before the Fact:

7. **Ordinance No. 16-5215**, second reading, to authorize a Line Item Transfer for the Garage (for operating supplies; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before & After the Fact:

8. **Ordinance No. 16-5216**, second reading, to authorize the appropriation of funds received from the JAG Grant (for office and operating supplies; 2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before & After the Fact:

9. **Ordinance No. 16-5217**, second reading, to authorize a budget amendment for the Public Works Department (for debt service on an inter-fund loan; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before & After the Fact:

10. **Ordinance No. 16-5218**, second reading, to authorize a budget amendment for the Fire Department (rent payment to Gas Department for Hartmann Drive Administration Offices; 2015-2016 Fiscal Year Budget), by Chris Dowell, Fire Chief, and Robert Springer, Commissioner of Finance and Revenue.

11. **Ordinance No. 16-5219**, second reading, to amend Title 8 of the Lebanon Municipal Code to set a 5% Inspection Fee for Wine in Grocery Stores, by Robert Springer, Commissioner of Finance and Revenue.

12. **Ordinance No. 16-5220**, second reading, to purchase two used vehicles for the Police Department (funds appropriated in the 2015-2016 Fiscal Year Drug Fund), by Mike Justice, Police Chief, and Lisa Lane, Purchasing Agent.

10. OLD BUSINESS:

1. **Ordinance No. 16-5186**, second reading, changing unaddressed property on Highway 109 South from RS20 (Low Density Single-Family) to IP (Planned Business/Industrial Park) (252.00 acres; Tax Map 94, Parcel 31) in Ward 4, by Paul Corder, Planning Director. (Request by Robert Earheart, Jr.)
2. **Ordinance No. 16-5187**, second reading, changing 1680 Franklin Road from RR (Rural Residential Agricultural) to CG (Commercial General) (4.90 acres; Tax Map 81, Parcel 116.03) in Ward 3, by Paul Corder, Planning Director. (Request by Sharon Robinson)
3. **Ordinance No. 16-5188**, second reading, changing unaddressed property on Maddox Simpson Parkway and S.E. Tater Peeler Road from RR (Rural Residential Agricultural) to IL (Industrial Light) in Ward 3 (19.00 acres; Tax Map 81, Parcels 77.08, 77.10 and 77.15; and Tax Map 92, Parcels 25 and 25.01), by Paul Corder, Planning Director. (Request by Shin Yi Lien)
4. **Ordinance No. 16-5189**, second reading, to amend the Future Land Use Plan for the City of Lebanon, Tennessee, by changing the area between Lebanon Road (Highway 70), Highway 109 and the Nashville Eastern Railroad from IC (Industrial/ Commercial) to RMU (Residential Mixed Use) (at Martha Station), by Paul Corder, Planning Director.

11. NEW BUSINESS:

1. Council approval of a Certificate of Compliance for a Retail Package Store (Applicant: Mahendrakumar R. Patel; Super Cheap Cigarettes; 622 South Cumberland Street), by Robert Springer, Commissioner of Finance and Revenue.

2. Council approval of a Certificate of Compliance for a Retail Package Store (Applicant: Rita Patel; Sparta Pike Wine & Spirits; 1318 Sparta Pike), by Robert Springer, Commissioner of Finance and Revenue.

3. **Ordinance No. 16-5212**, first reading, approving a Payment in Lieu of Taxes (PILOT) Program for the Lebanon Housing Authority (Greentree Pointe), by Mayor Philip Craighead.

4. **Ordinance No. 16-5221**, first reading, to authorize an Interlocal Agreement with Wilson County, Tennessee, for the acceptance and allocation of funds obtained through the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG), by Mike Justice, Police Chief.

Line Item Transfer – Before the Fact:

5. **Ordinance No. 16-5222**, first reading, to authorize the appropriation of funds received from the Country Living Fair for overtime reimbursement (2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

Line Item Transfer – Before the Fact:

6. **Ordinance No. 16-5223**, first reading, to authorize the appropriation of a donation received from the Country Living Fair for CERT (for Operating Supplies and Uniforms; 2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

7. **Ordinance No. 16-5224**, first reading, to authorize the purchase of a Patrol/Narcotics Detection Canine and Handler Course for the Police Department (funds appropriated in the 2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Lisa Lane, Purchasing Agent.

8. **Resolution No. 16-1932**, to authorize obtaining Design/Build proposals for the construction of a 100' x 100' Maintenance Hangar with a 1600 square foot shop area at the Lebanon Municipal Airport, by T.O. Cragwall, Airport Commission Chairman, and Randy Laine, Engineering Director of Capital Projects.

9. **Ordinance No. 16-5225**, first reading, to approve bids for the 2015-2016 Annual Street Paving Project No. CL16004 (Funds appropriated in the 2015-2016 Fiscal Year Budget), by Regina Santana, Engineering Director of Development.
10. **Ordinance No. 16-5226**, first reading, to approve bids for the 2015-2016 Annual Street Striping Project No. CL16005 (Funds appropriated in the 2015-2016 Fiscal Year Budget), by Regina Santana, Engineering Director of Development.
11. **Ordinance No. 16-5227**, first reading, to approve Lease Rates for the second floor office and shared common areas in the new Terminal Building at the Lebanon Municipal Airport, by Randy Laine, Engineering Director of Capital Projects.
12. **Resolution No. 16-1933**, in support of the COPS Grant Application, by Mike Justice, Police Chief.

Line Item Transfer – Before the Fact:

13. **Ordinance No. 16-5228**, first reading, to purchase one 3/4 ton truck for the Street Department (replacement; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Lisa Lane, Purchasing Agent.

Line Item Transfer – Before the Fact:

14. **Ordinance No. 16-5229**, first reading, to authorize a Line Item Transfer for the Garage (Purchase of a replacement scan tool – Operating Supplies; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.
15. **Ordinance No. 16-5230**, first reading, for the Police and ESU Departments to cover overtime expenses related to the National Junior High Finals Rodeo, by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

12. ADJOURNMENT

CITY COUNCIL MEETING

May 3, 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 three revisions on this evening's agenda: Resolution No. 15-1892, Resolution No. 15-1889, and Ordinance No. 15-5038. There will also be a drop-in, which will be item number 15, under New Business, Ordinance No. 16-5220

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

Invocation was given by William Porter, Director of Parks and Recreation.

William Porter, Director of Parks and Recreation, led the Pledge of Allegiance to the United States Flag.

Council members present: Lanny Jewell, Fred Burton, Rob Cesternino, 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.

Approval of Minutes:

Motion was made by Councilor Burton, seconded by Councilor Cesternino, to approve the minutes of the April 19, 2016, Regular Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Communication from Citizens:

1) Byron Gill, an attorney for the law firm Rochelle, McCullough, & Aulds, requested that the Council agree to a deferral of the first three items under New Business, in order that they may be sent back to the Planning Commission to get their approval to lower the density.

2) Stan Rothermich also spoke regarding those same first three items under New Business, which are: Resolution No. 15-1892, Resolution No. 15-1889, and Ordinance No. 15-5038. Mr. Rothermich lives across the street from the proposed annexation of unaddressed property on US Highway 231/Hunters Point Pike, which is 107 acres. Mr. Rothermich stated that area will have only one entrance, which is not enough for the proposed 340 houses; especially, if you have 600 cars going in and out of there everyday. There is already a 10 minute wait to get onto that road.

Mr. Rothermich pointed out that this particular road does not have any shoulders, so you cannot pass. If you are off the shoulder on that road, there is a drop off which goes right into the ditch. There have been many cars that have gone off the road and slid into the ditch. He has had cars in his front yard. It is a dangerous situation; even though the speed limit was lowered and a double yellow line was put down out there. But it has not slowed those people down. Just the other day, Mr. Rothermich was trying to make a right turn out of Rutledge Lane, it was a good thing he looked up, because there was a car passing---it is really bad. Mr. Rothermich acknowledge that just last year people talked about the quality of life and all the additions that they are making. He doesn't see the kind of housing where you have to wait ten minutes on a very busy road as increasing the quality of life. To him, this is a bad situation.

Mr. Rothermich suggested that these are probably smaller houses, which probably means entry level housing, meaning the people would have younger children who are in school. So, you would be looking at two vehicles per house or more, with no place to park them. That means there will be parking in the streets. He does not agree with any of this. The planners and/or developers need to put a smaller amount of houses on this property if they are going to develop it.

The Mayor stated that changing the zoning from the original zoning to the R20 will address some of those issues. The zoning changes will reduce the total amount of houses considerably.

3) Jeff Sullivan addressed the Council on the same issues as the two previous speakers. Mr. Sullivan thought this annexation had been rejected twice. He also said that at the Villages of Hunters Pointe you have a property of 100 acres which is zoned for high density housing where you could have approximately another 1000 units. He doesn't understand how the road can handle the amount of traffic that will be generated by this.

4) Billy Thorne has lived on Rutledge Lane for 58 years. This is his family home place. The piece of property that is up for discussion was owned by his great aunt and uncle. He has watched Lebanon grow his entire life. Mr. Thorne believes that Hwy. 231 North has become a joke. It

takes forever for him to get out onto the road that he grew up on. There is no egress. You cannot go out on the other end, which is Hwy. 141, because the traffic is just as bad.

Mr. Thorne stated he does not agree with high density residential neighborhoods in this area or on either side of him. He owns 150 acres that is in between these two pieces of property. Mr. Thorne stated that before this is raised to high density residential, someone needs to figure out how they are going to handle the traffic, where people are going to go and the safety of the public.

Communication from Mayor:

Mayor Philip Craighead stated that "City Chat" will be held at the Lebanon/Wilson Chamber of Commerce tomorrow morning at 8:30 a.m. Citizens are welcome to come visit to discuss the City of Lebanon. He would be glad to have everyone there.

The Mayor announced that the Cedar City Trail ribbon cutting will be held tomorrow at 1:00 p.m. He invited the Council, as well as, any citizens who would like to come.

Mayor Craighead reminded everyone the Budget Work Session will begin Thursday evening at 5:00 p.m. until 7:30 and supper will be provided.

The Mayor welcomed Cameron Holly, from Boy Scout Troop 246 to the Council Meeting. Mr. Holly is here this evening to work on a merit badge.

Reports from Committees/ Officers / Aldermen:

1) The City Departments' Quarterly Reports for January, February, and March 2016, were distributed with the Councilors' Agenda Packets last week.

2) Councilor Lanny Jewell joked he has finally figured out his limit regarding getting out to visit the people in his ward. He went to see a constituent--but---"there was a swarm of honey bees. It was then, I realized my limit.' When he pulled up in the car, he noticed the bees and decided to stay in the car.

Regarding the previous discussions this evening about US Highway 231 and Hunters Point Pike, Councilor Jewell requested that a joint meeting be held with TDOT, Commissioner Baines, and the Mayor in order to see if there is anything that can be done to address the issue of traffic out there.

Mayor Craighead replied it would be no problem for us to call Paul Diggs or someone from the Tennessee Department of Transportation (TDOT) to see if they will come and listen to the concerns. However, the Mayor is aware from listening to the Metropolitan Planning Organization (MPO) that they are very limited in dollars and everything that they do, they pay for it without going into debt for the State.

The Mayor stated that means new projects, such as widening of roads, will be considerably further on down the way. But, maybe TDOT can help with safety in improving the shoulders of the road. The Mayor will be glad to ask. Councilor Jewell stated, "We will never know, unless we ask."

3) Councilor Fred Burton informed the Council he has been notified that the traffic light for Bluebird Road and C. L. Manier should be installed on October 6, 2016. He has spoken with Representative Mark Pody, to see if that date can be moved up.

4) Councilor Rob Cesternino reminded citizens that the Cumberland Graduation is this weekend.

5) Councilor Tick Bryan cautioned citizens about door to door solicitors at this time of year. He pointed out that you should not let them in your home, and suggested you call the police immediately if someone comes to your door soliciting something. Most of the time these people are not from here, they come from different counties and have criminal records. There are many scams out there, and people can come up with all kinds of excuses for you to give them money. Councilor Bryan knows there are a lot of good hearted people out there that can be caught up in something that they are not aware of. The police will be glad to help. Don't even talk to them, just run them off.

6) Councilor Rick Bell disclosed for the record, that item number 2 under Old Business, Ordinance number 16-5185, modifying specific language with the Hamilton Springs Specific Plan in Ward 6, refers to property which is owned by Councilor Bell and his brother.

Consent Agenda:

Commissioner of Finance and Revenue Robert Springer read the items for the Consent Agenda. Mayor Craighead asked if there was any discussion on each item. There was none.

Motion was made by Councilor Rob Cesternino, 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. 16-5193, second reading, to authorize a Line Item Transfer for the Stormwater Department (for Contractual Services – Annual TDEC MS4 Maintenance Fee; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – After the Fact*):

PASSED SECOND/FINAL READING

Ordinance No. 16-5194, second reading, to authorize a Line Item Transfer for the Engineering Department (for Uniforms; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – After the Fact*)

PASSED SECOND/FINAL READING

Ordinance No. 16-5195, second reading, to authorize a Line Item Transfer for the Gas Department (for Repair & Maintenance Supplies; 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. 16-5196, second reading, to authorize a budget amendment for the Legends Drive Extension Project (2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.

PASSED SECOND/FINAL READING

Ordinance No. 16-5197, second reading, to authorize the 2016 Natural Gas Leak Survey (funds appropriated in the 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Lisa Lane, Purchasing Agent.

PASSED SECOND/FINAL READING

Ordinance No. 16-5198, second reading, to authorize the purchase of fireworks for various city sponsored events (to be appropriated in the 2016-2017 Fiscal Year Budget), by Lisa Lane, Purchasing Agent.

PASSED SECOND/FINAL READING

Ordinance No. 16-5199, second reading, to modify Sewer Treatment Septic Tank Dumping Fee from \$65 per load to \$35 per load, by Jeff Baines, Commissioner of Public Works.

PASSED SECOND/FINAL READING

Ordinance No. 16-5200, second reading, to authorize a budget amendment for the Gas Department (to support new gas main & service installation; 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- 5201, second reading, to approve the annual renewal of the contract with James N. Bush Construction Company, Inc., for Gas System Rehabilitation/Improvements, Project No. CL10015 (2015-2016 and 2016-2017 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works.

PASSED SECOND/FINAL READING

Ordinance No. 16-5202, second reading, to authorize Budget Amendments and Line Item Transfers for the Fire Department (allocating funds received from overtime worked at Fairgrounds; 2015-2016 Fiscal Year Budget), by Chris Dowell, Fire Chief, and Robert Springer, Commissioner of Finance and Revenue. *(Line Item Transfer – Before & After the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5203, second reading, to authorize a budget amendment for the Police Department (allocating funds received from Community Events; 2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. *(Line Item Transfer – Before the Fact)*

PASSED SECOND/FINAL READING

Ordinance No. 16-5204, second reading, to authorize a budget amendment for the Annual Street Paving (allocating funds received from Wilson County for paving improvement as a result of swapping city owned right-of-way on Lake Street and the Old Courthouse Parking Lot owned by the county; 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. 16-5206, second reading, to purchase fencing and gates for the Water/Sewer Building on Carver Lane (funds appropriated in the 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Lisa Lane, Purchasing Agent.

PASSED SECOND/FINAL READING

Ordinance No. 16-5209, second reading, to authorize an appeal of the Wilson County Chancery Court Case *Greenwood v. City of Lebanon* and to approve the hiring of outside Counsel for the appeal, by Andy Wright, City Attorney.

PASSED SECOND/FINAL READING

Old Business:

Ordinance No. 16-5184, second reading, to accept bids for the construction of the extension of Legends Drive Project No. CL-14016 (2015-2016 Fiscal Year Budget), by Philip Craighead, Mayor; Fred Burton, Councilor; and Randy Laine, Engineering Director of Capital Projects.

Motion was made by Councilor Burton, seconded by Councilor Cesternino, to pass said Ordinance on second/final reading.

Councilor Jewell has a problem with the funding, not the project.

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

Jewell:	no
Burton:	yes
Cesternino:	yes
Ash:	yes
Bryan:	yes

Bell: yes (prior to voting, Council Bell stated he was previously against this; however, it will obviously pass; so, he will get on board and support it in order to move into the future in a positive way)

Motion carried by majority vote of 5 to 1. Ordinance was read and passed on second/final reading.

Ordinance No. 16-5185, second reading, modifying specific language within the Hamilton Springs Specific Plan in Ward 6, by Paul Corder, Planning Director. (Request by Hamilton Springs, LLC) (Public Hearing held 4/19/16)

Motion was made by Councilor Cesternino, seconded by Councilor Burton, to pass said Ordinance on second/final reading. Motion carried unanimously. Ordinance was read and passed on second/final reading.

Ordinance No. 16-5205, second reading, to authorize the purchase of a tractor with frail mower for the Street Department (replacement equipment; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. (Revised) (*Line Item Transfer – Before the Fact*)

Motion was made by Councilor Cesternino, seconded by Councilor Burton, to amend said Ordinance on second/final reading with the correct numbers for the actual bid.

Motion carried unanimously to amend said Ordinance on second/final reading to reflect the correct numbers for the actual bid.

Motion was made by Councilor Burton, seconded by Councilor Jewell, to pass said Ordinance on second/final reading as amended.

Main motion carried unanimously as amended on second/final reading. Ordinance was read and passed on second/final reading as amended.

New Business:

Resolution No. 15-1892, adopting a Plan of Services for the annexation of unaddressed property on US Highway 231/Hunters Point Pike (Tax Map 45, Parcels 26 and 26.04) to be added to Ward 1 (107.48 acres), by Paul Corder, Planning Director. (Request by Jerry Earwood)

Motion was made by Councilor Cesternino, seconded by Councilor Jewell, to defer said Resolution back to the Planning Commission for approval.

Councilor Jewell would like to see how this goes when it goes back to the Planning Commission as he has a problem with the traffic situation. For this reason, he is in favor of it being approved by the Planning Commission.

Motion carried unanimously. Resolution was read and deferred back to the Planning Commission for approval,

Resolution 15-1889, annexing unaddressed property on US Highway 231/Hunters Point Pike, also identified as Tax Map 45, Parcels 26 and 26.04, containing 107.48 acres in the records of the Wilson County Assessor of Property to be added to Ward 1, by Paul Corder, Planning Director. (Request by Jerry Earwood)

Motion was made by Councilor Cesternino, seconded by Councilor Jewell, to defer said Resolution back to the Planning Commission for approval. Motion carried unanimously. Resolution was read and deferred back to the Planning Commission for approval.

Ordinance 15-5038, first reading, zoning unaddressed property on US Highway 231/Hunters Point Pike (106.14 acres; Tax Map 45, Parcels 26 and 26.04) as RS12 (Medium Density Single Family) District in Ward 1, by Paul Corder, Planning Director. (Request by Jerry Earwood)

Motion was made by Councilor Cesternino, seconded by Councilor Jewell, to defer said Ordinance back to the Planning Commission for approval. Motion carried unanimously. Ordinance was read and deferred back to the Planning Commission for approval.

Ordinance No. 16-5190, first reading, to amend the Lebanon Municipal Code, Title 8, Chapter 2, relative to Special Event Beer Permits, by Mayor Philip Craighead.

Motion was made by Councilor Burton, seconded by Councilor Cesternino, to pass said Ordinance on first reading.

Discussion was led by Mayor between City Attorney Andy Wright and Commissioner Springer and Councilor Cesternino. The extension of time frame for longer than a 30 valid permit, was discussed and it was agreed to pass as written and then change at a later date if there are concerns. The Mayor asked that Councilors be open to improve this if need be in the future.

Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 16-5207, first reading, to authorize Line Item Transfers for the Police Department (2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before & After 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. 16-5208, first reading, to authorize Line Item Transfers for ESU (2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before the Fact*)

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

Ordinance No. 16-5211, first reading, to purchase Fitness Court equipment for the Don Fox Park (funds appropriated in the 2015-2016 Fiscal Year Budget), by William Porter, Parks and Recreation Director, and Lisa Lane, Purchasing Agent.

Motion was made by Councilor Jewell, seconded by Councilor Cesternino, to pass said Ordinance on first reading.

Councilor Ash asked if these were waterproof. The Mayor replied yes.

Motion carried unanimously. Ordinance was read and passed on first reading.

Councilor Jewell noted that the back playground that was done by the Boy Scouts' project seems to be rolling with lots of cars parked there.

Ordinance No. 16-5213, first reading, to amend the Lebanon Municipal Code, Title 9, Chapter 3, Sections 9-306, 9-307, 9-311, 9-315, 9-319, and 9-332, relative to Taxicabs, by Robert Springer, Commissioner of Finance and Revenue.

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.

Ordinance No. 16-5214, first reading, to amend the Lebanon Municipal Code, Title 16, Chapter 1, Section 16-110, relative to Events and Parades, by Robert Springer, Commissioner of Finance and Revenue.

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

Ordinance No. 16-5215, first reading, to authorize a Line Item Transfer for the Garage (for operating supplies; 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 Ash, seconded by Councilor Jewell, to pass said Ordinance on first reading. Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 16-5216, first reading, to authorize the appropriation of funds received from the JAG Grant (for office and operating supplies; 2015-2016 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before & After the Fact*)

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.

Ordinance No. 16-5217, first reading, to authorize a budget amendment for the Public Works Department (for debt service on an inter-fund loan; 2015-2016 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before & After 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. 16-5218, first reading, to authorize a budget amendment for the Fire Department (rent payment to Gas Department for Hartmann Drive Administration Offices; 2015-2016 Fiscal Year Budget), by Chris Dowell, Fire Chief, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before & After the Fact*)

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.

Ordinance No. 16-5219, first reading, to amend Title 8 of the Lebanon Municipal Code to set a 5% Inspection Fee for Wine in Grocery Stores, by Robert Springer, Commissioner of Finance and Revenue.

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

Ordinance No. 16-5220, first reading, to authorize purchase of two used vehicles for the Police Department, by Police Chief Mike Justice and Purchasing Agent Lisa Lane.

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

The Regular Called City Council Meeting of May 3, 2016 adjourned at 6:29 p.m.

Attest:

Approved:

Robert D. Springer
Commissioner of Finance & Revenue

Philip Craighead
Mayor

Secretary:

Jaci Diebner

ORDINANCE NO. 16-5220

DROP IN

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO PURCHASE TWO USED VEHICLES FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department for the City of Lebanon has a need for two used vehicles in order to better serve and protect the health, safety and welfare of the citizens of Lebanon; and

WHEREAS, such used vehicles are available at 231 Car Sales for a total amount of \$40,288.00; and

WHEREAS, funds are appropriated in the 2015 – 2016 fiscal year budget.

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

Section 1. The Mayor and Commissioner of Public Works are hereby authorized to purchase two (2) used 2015 Chevy Equinox LT for the Police Department in the amount of Forty Thousand, Two Hundred Eighty-eight Dollars and No Cents (\$40,288.00).

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: _____

Revised

RESOLUTION NO. 15-1889

A RESOLUTION ANNEXING UNADDRESSED PROPERTY ON US HWY 231/HUNTERS POINT PIKE, ALSO IDENTIFIED AS TAX MAP 45 PARCEL 26 AND 26.04 CONTAINING 107.48 ACRES IN THE RECORDS OF THE WILSON COUNTY ASSESSOR OF PROPERTY (SHOWN ON THE ATTACHED MAP) TO BE ADDED TO WARD 1

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

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

WHEREAS, approximately 1.35 acres of right-of-way is being added to the city, said right-of-way is to be maintained by the State of Tennessee; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended denial of the request to annex and zone the property to RS20 (Low Density Residential) at their November 24, 2015 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 landowner 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

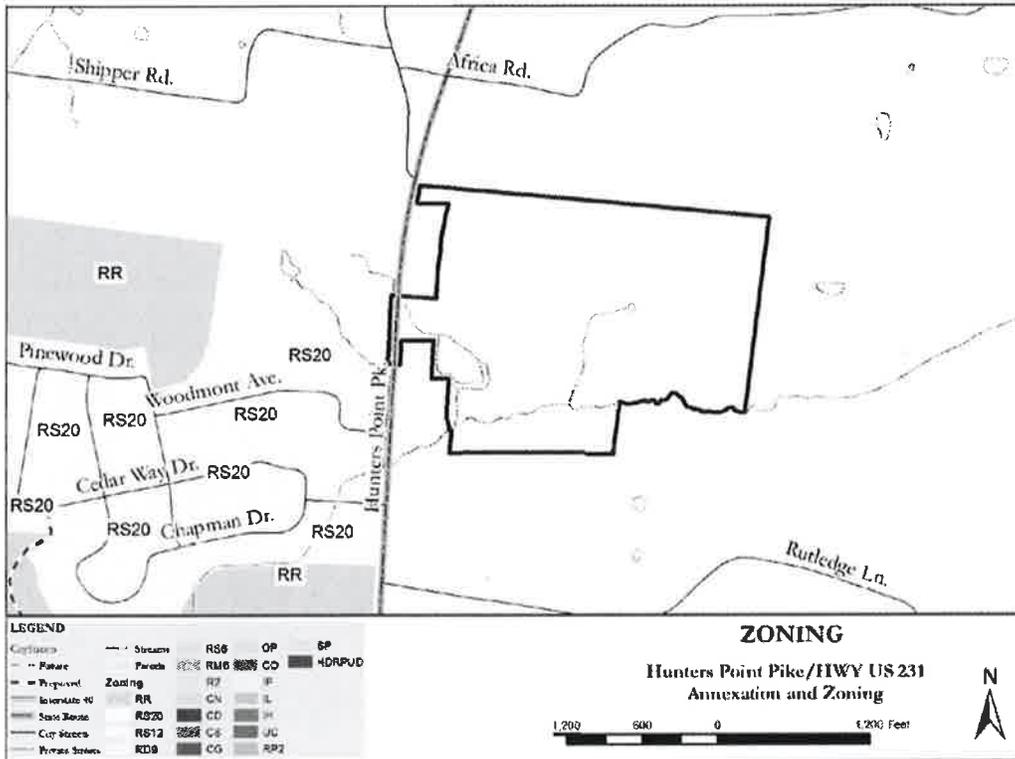
Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____



*Revised***RESOLUTION NO. 15-1892****A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF UNADDRESSED PROPERTY ON US HWY 231/ HUNTERS POINT PIKE (TAX MAP 45 PARCELS 26 and 26.04) TO BE ADDED TO WARD 1**

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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEBANON, TENNESSEE:

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:

November 19, 2015

Marlin/Gibbs Annexation on Hunters Point Pike/US Hwy 231

The City of Lebanon, Tennessee, is pursuing the annexation of about 107.48 acres of unaddressed property on US Hwy 231/Hunters Point Pike 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 resolution.

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 unaddressed property on US Hwy 231/Hunters Point Pike 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 Marlin/Gibbs Property (Station Pointe Sub-Division)
 Street Location U.S. Hwy 231
 Tax Map/Group Number 45 Parcel Number 28
 Total Acreage 107.48 ac (R.O.W. & Property)

Approval Requested:

- Annexation & Zoning 107.48 Acres / To RS-12 Specific Plan District _____ Acres
- Preliminary Subdivision _____ No. of Lots Final Subdivision _____ No. of Lots
- Rezoning _____ Acres / From _____ To _____ Site Planning _____ Bldg. sq.ft.

Owner/Developer:

Name Jerry Earwood (Gibbs/Marlin)
 Address 6558 Leiper Creek Rd
Columbia, TN 38401
 Telephone Number (615) 440-3833
 Fax Number _____ E-Mail _____

Surveyor/Engineer:

Name Jim T. Harrison - Civil Site Design Group, PLLC
 Address 630 Southgate Avenue, Suite A
Nashville, TN 37203
 Telephone Number (615) 512-5250
 Fax Number (615) 251-9575 E-Mail jimh@civil-site.com

Information required for all applications:

- Cover Letter or Written Narrative Explaining the Purpose of the Request
- Thirteen (13) Copies of all Required Information
- Non-refundable Application Fee (see current fee schedule)

Date Application Filed 10/28/15 Date of Requested Planning Commission Meeting 11/24/15

200 North Castle Heights Avenue • Lebanon, Tennessee 37087 • (615) 444-3647 • Fax (615) 443-2899

CITY OF LEBANON, TENNESSEE

Planning Commission Application
Annexation & Zoning General Information and Checklist

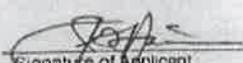


Title of Project Marlin Property + Gibbs Property (Station Pointe Sub-D)

TCA 134-304(a) states, in part, "The Commission shall approve or disapprove a plat within thirty (30) days after submission of such plat..." By signing this application, the applicant (and owners, as applicable) acknowledge that items for consideration by the Planning Commission shall be considered submitted when all required information, a completed submittal application, and fee have been received by the City of Lebanon by noon (12:00 pm) on the fourth Wednesday of every month. The Planning Commission agenda will be finalized approximately two (2) weeks after the submittal deadline. You may call 444-3647 to verify placement of an item on the agenda.

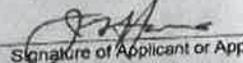
Applications shall not be placed on the Planning Commission agenda until complete information is received. It is the responsibility of the applicant to submit the required, complete and accurate information before such application may be considered.

It is understood that approval of the proposed development is conditioned upon full compliance with all applicable regulations and ordinances of the City of Lebanon and conditions imposed by the applicable commissions of the City. In cases where the applicant is not the property owner, it is also hereby acknowledged by the property owner that he or she is in full agreement with the content of this application.


Signature of Applicant


Signature of Owner (if different from applicant
provide a copy of contract showing involved parties)

As the applicant or the applicant's agent, I understand that it is my sole responsibility to notify my client of the time, date and location of the Preliminary Planning Commission and Planning Commission meetings at which this application will be heard and to ensure that someone representing this item is in attendance at each of these meetings.


Signature of Applicant or Applicant's Agent

200 North Castle Heights Avenue • Lebanon, Tennessee 37087 • (615) 444-3647 • Fax (615) 443-2899

Paul,

This email is just to confirm that as we have verbally stated over the past week, we are now requesting RS20 zoning for the referenced annexation and zoning. I just wanted to make sure you have this in writing.

Jim T. Harrison, Jr.
615-512-5250 Cell



Legal Description

A legal description will be added before final passage

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.

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

- a. Domestic Water – The Water Department currently has an 8" water line on the west side of the referenced property.
- b. Sanitary Sewer – Sewer will need to be extended by the applicant. The estimated cost will be **\$66,000**.
- 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 these lots.

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 1.30 acres of US 231 right-of-way will be part of this annexation. This section of road will continue to be maintained by TDOT.
- d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

The Gas department currently serves Kontiki subdivision on the opposite side of the US Hwy 231. Gas service could be available within 4 years. The cost will be around **\$75,000.00**. Installation cost is always based on projected load needed by customer.

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 RS20 (Low Density Single Family Residential).

- 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 **\$534,500**. This equals an assessed value of about **\$133,625** for two residential property. The property tax generation from these properties as two residential properties in the City would be about **\$812** per year. The estimated cost to serve this property is **\$141,000**. The cost of service will be the responsibility of the developer.

Section 2. That 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:

City Attorney

Resolution Passed: _____

Beusid

Zoning Ordinance No. 15-5038

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY ZONING PROPERTY AT UNADDRESSED PROPERTY ON US HWY 231/ HUNTERS POINT PIKE (TAX MAP 45 PARCELS 26 AND 26.04) RS20 – LOW DENSITY SINGLE FAMILY DISTRICT 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 residential district; and

WHEREAS, the owner is asking for the RS20 zoning to continue the residential zoning on Hunters Point 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.

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 RS20 – Low Density Single Family District:

Approximately 106.14 acres more or less, located at unaddressed property on Hunters Point Pike as shown on the attached map.

For reference, see Book 1403 Page 1010 and Book 1420 Page 294 in the Register’s Office of Wilson County, Tennessee, and being shown as Tax Map 45 Parcels 26 and 26.04, 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 _____.

ORDINANCE NO. 16-5190

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND THE LEBANON MUNICIPAL CODE TITLE 8, CHAPTER 2
RELATIVE TO SPECIAL EVENT BEER PERMITS**

WHEREAS, the City of Lebanon wishes to amend the Lebanon Municipal Code to allow beer permits for special events.

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

Section 1. That the Lebanon Municipal Code Title 8, Chapter 2, section 8-211 Classes of permits; prohibitions against issuing permits for certain places or to certain applicants; bond required is hereby amended by deleting the current section 8-211(4) and creating a new section 8-211(4) as follows:

- (4) To be issued a beer permit for a special event, the following conditions must be met:
- (a) Special event beer permits allowing the temporary sale of beer shall be limited to two (2) such permits in a calendar year for any applicant and shall be issued in the discretion of the Lebanon Beer Board after consideration of any issue of public safety, including, but not limited to, traffic, security, ability of the applicant to abide by all City and State alcohol laws, and crowd control.
 - (b) Special event beer permits shall not exceed thirty (30) days duration and are subject to the limitations on the days and hours of sale imposed by law.
 - (c) No special event beer permit shall be issued for the sale of beer on public property unless the applicant is a bona fide charitable or nonprofit organization, as defined by Tenn. Code Ann. § 57-4-102(4) or a bona fide political organization, as defined by Tenn. Code Ann. §57-4-102(5). Such applicants for special event beer permits for public property must provide written notice from the benefitted entity to the Beer Board confirming its involvement in the special event, as well as documentation of the benefitted entity's status as a bona fide charitable or nonprofit organization or as a bona fide political organization, as previously defined. Such public property eligible to receive a special event permit shall be limited to the Lebanon Square and the Lebanon Square's associated parking areas, including the "old courthouse parking lot." No special event permit(s) shall be issued for events in/on any City of Lebanon park, recreational facility or area, walking trail, athletic fields, or other City owned property.

- (d) No beer shall be distributed or sold in glass containers for any event issued a special event beer permit for public property.
- (e) The fee for each special event beer permit shall be one hundred dollars (\$100.00).
- (f) No charitable, nonprofit or political organization issued a special event beer permit as herein defined shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (g) No special event beer permit shall be issued to any applicant that has been previously found to have violated any of the alcohol ordinances or laws of the City of Lebanon or the State of Tennessee or that is less than twenty-one (21) years old.
- (h) Issuance of a special event beer permit shall be subject to the same rules and regulations as issuance of any on/off premises consumption permit.

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: 5/03/16

Passed second reading: _____

CITY OF LEBANON
APPLICATION FOR SPECIAL EVENT BEER PERMIT

STATE OF TENNESSEE

COUNTY OF WILSON

It is the applicant's responsibility to provide accurate and complete information. The Beer Board could delay or deny action on the application if any information is not accurate.

To be issued a beer permit for a special event, the following conditions must be met:

- (a) Special event beer permits allowing the temporary sale of beer shall be limited to two (2) such permits in a calendar year for any applicant and shall be issued in the discretion of the Lebanon Beer Board after consideration of any issue of public safety, including, but not limited to, traffic, security, ability of the applicant to abide by all City and State alcohol laws, and crowd control.
- (b) Special event beer permits shall not exceed thirty (30) days duration and are subject to the limitations on the days and hours of sale imposed by law.
- (c) No special event beer permit shall be issued for the sale of beer on public property unless the applicant is a bona fide charitable or nonprofit organization, as defined by Tenn. Code Ann. § 57-4-102(4) or a bona fide political organization, as defined by Tenn. Code Ann. § 57-4-102(5). Such applicants for special event beer permits for public property must provide written notice from the benefitted entity to the Beer Board confirming its involvement in the special event, as well as documentation of the benefitted entity's status as a bona fide charitable or nonprofit organization or as a bona fide political organization, as previously defined. Such public property eligible to receive a special event permit shall be limited to the Lebanon Square and the Lebanon Square's associated parking areas, including the "old courthouse parking lot." No special event permit(s) shall be issued for events in/on any City of Lebanon park, recreational facility or area, walking trail, athletic fields, or other City owned property.
- (d) No beer shall be distributed or sold in glass containers for any event issued a special event beer permit for public property.
- (e) The fee for each special event beer permit shall be ONE HUNDRED DOLLARS (\$100.00).
- (f) No charitable, nonprofit or political organization issued a special event beer permit as herein defined shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (g) No special event beer permit shall be issued to any applicant that has been previously found to have violated any of the alcohol ordinances or laws of the City of Lebanon or the State of Tennessee or that is less than twenty-one (21) years old.
- (h) Issuance of a special event beer permit shall be subject to the same rules and regulations as issuance of any on/off premises consumption permit.

I/we hereby make application for a special event beer permit to temporarily sell or distribute beer, under the provisions of the City of Lebanon Municipal Code, § 8-211(4), and base my application upon the answers to the following questions:

CITY OF LEBANON
APPLICATION FOR SPECIAL EVENT BEER PERMIT

STATE OF TENNESSEE

COUNTY OF WILSON

1. Is the special event permit for the sell or distribution of beer on public property?

No _____ Yes _____

If yes, is the applicant:

A charitable or nonprofit organization? _____ Or a political organization? _____

(Written notice of entity involvement and proof documentation required.)

2. Applicant _____

3. Applicant address _____ Zip _____

Phone _____

4. Name of Special Event _____ Date _____

5. Purpose of Special Event _____

6. Event Location _____

7. Event Manager Name _____

Address _____

City _____ Zip _____

Phone _____

*Note: All applicants for a special event permit must additionally fill out a regular beer permit application and are subject to the same publication and background check fees.

ORDINANCE NO. 16-5207

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE LINE
ITEM TRANSFERS FOR THE POLICE 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, line item transfers are now necessary for the Police Department to cover expenses for the remainder of the fiscal year; and

WHEREAS, the appropriate line item transfers are 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 make the following line item transfers in the FY 2015 – 2016 City of Lebanon budget:

Department: Police			
From:	11042100-72910	Jan and Cleaning Services	\$2,500.00
	11042100-79440	Transportation Equipment	\$4,083.00
	11042100-73310	Gas and Oil	\$6,917.00
To:	11042100-72200	Printing	\$3,500.00
	11042100-72900	Contractual Services	\$5,000.00
	11042100-77940	Bank Card Charges	\$3,000.00
	11042100-72320	Dues	\$2,000.00

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: 5/03/16

Passed second reading: _____

FINANCE DEPT.

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

2016 APR 12 PM 4:25

FOR ACCOUNTING PURPOSES ONLY

BGT #

POSTED

REF #

INITIALS

DEPARTMENT POLICE

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-42100-72910	Jan and cleaning services	\$ 2,500.00	
110-42100-79440	Transportation Equipment	\$4,083	
110-42100-73310	Gas and Oil	\$ 6,917.00	
Total		\$ 13,500.00	

TRANSFER TO

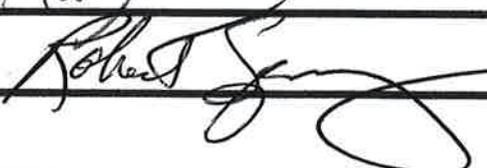
G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-42100-72200	Printing		\$ 3,500.00
110-42100-72900	Contractual Services		\$ 5,000.00
110-42100-77940	Bank Card Charges		\$ 3,000.00
110-42100-72320	Dues		\$ 2,000.00
Total			\$ 13,500.00

REQUESTED BY William Glover

DATE 4/12/2016

DEPARTMENT HEAD 

DATE 4-12-16

COMM. OF FINANCE 

DATE 4-13-16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Before the fact: to transfer money to cover expenses for the rest of current budget year

After the fact: Bank Card Charges to cover bank card transactions for paying citations in records,
that were higher than budgeted

ORDINANCE NO. 16-5208

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE LINE
ITEM TRANSFERS FOR ESU**

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, line item transfers are now necessary for ESU to cover expenses for the remainder of the fiscal year; and

WHEREAS, the appropriate line item transfers are 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 make the following line item transfers in the FY 2015 – 2016 City of Lebanon budget:

Department: ESU

From:	11042000-72600	Maintenance	\$2,500.00
	11042000-73300	Repair and Maintenance Supplies	\$1,600.00
	11042000-71130	Scheduled Overtime	\$18,637.98
To:	11042000-73200	Operating Supplies	\$1,600.00
	11042000-73320	Motor Vehicle Parts	\$2,500.00
	11042000-71120	Overtime	\$18,637.98

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: 5/03/16

Passed second reading: _____

FINANCE DEPT.

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

2016 APR 12 PM 4:25

FOR ACCOUNTING PURPOSES ONLY	
BGT # _____	
POSTED	_____
REF #	_____
INITIALS	_____

DEPARTMENT ESU

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-42000-72600	Maintenance	\$ 2,500.00	
110-42000-73300	Repair and Maint supplies	\$1,600	
110-42000-71130	Scheduled Overtime	\$ 18,637.98	
Total		\$ 22,737.98	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-42000-73200	operating supplies		\$ 1,600.00
110-42000-73320	Motor Vehicle Parts		\$ 2,500.00
110-42000-71120	Overtime		\$ 18,637.98
Total			\$ 22,737.98

REQUESTED BY	<u>William Glover</u>	DATE	<u>4/12/2016</u>
DEPARTMENT HEAD	<u></u>	DATE	<u>4-12-16</u>
COMM. OF FINANCE	<u></u>	DATE	<u>4-13-16</u>
MAYOR	<u>_____</u>	DATE	<u>_____</u>

REASON FOR THIS TRANSFER:

Before the fact: to transfer money to cover expense for the rest of current budget year

To transfer Schedule overtime in to overtime to cover change in payroll

ORDINANCE NO. 16-5211

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO PURCHASE FITNESS COURT EQUIPMENT FOR THE DON FOX PARK

WHEREAS, the Don Fox Park has a need for fitness court equipment, as detailed on the tabulation of bids attached hereto by reference as if appearing verbatim herein; and

WHEREAS, Krauss Craft, Inc. offers such fitness court equipment for the TCPN Contract price of \$39,985.00; and

WHEREAS, funds are appropriated in the 2015 – 2016 budget under line item #11044420-79300.

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 enter into a contract with Krauss Craft, Inc., the best and lowest bidder, for the purchase of fitness court equipment for the Don Fox Park, as detailed on the tabulation of bids attached hereto by reference as if appearing verbatim herein, for the TCPN Contract price of Thirty-nine Thousand, Nine Hundred Eighty-five Dollars and No Cents (\$39,985.00).

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: 5/03/16

Passed second reading: _____

City of Lebanon - Purchasing Office

TABULATION OF BIDS/PROPOSALS

Opening Date: April 22, 2016

For: Fitness Court for Park

(Vendors)
Krauss Craft, Inc.
c/o Great Southern Recreation

Item:	Quan.	DESCRIPTION	Unit	Total	Unit	Total	Unit	Total	Unit	Total
1	1	Shoulder Press, Situp Crunch/Cross Trainer		7,113.00		7,113.00				
2	1	Chest Press/Leg Press, Dip-Pull & Push Up		7,871.00		7,871.00				
3	1	Torso Twist		1,170.00		1,170.00				
4	1	Step Up Stretch		1,081.00		1,081.00				
5	1	Tai Chi Spinner		1,212.00		1,212.00				
6	1	Tricep and Push-Up Station		681.00		681.00				
7	1	Installation & Freight		7,008.64		7,008.64				
8	1	30'x30' Synthetic Turf Grass		12,150.00		12,150.00				
9	1	Crushed and Compacted Gravel		2,025.00		2,025.00				
10	1	Concrete Curb Border		2,160.00		2,160.00				
11	1	TCPN Discount 10%		-2,486.64		-2,486.64				
TOTAL PRICE:						\$39,985.00				

REASON FOR AWARD:

Recommend award be made to: Krauss Craft, Inc. c/o Great Southern Recreation for the TCPN Contract price of

TCPN CONTRACT \$39,985.00 for the purchase of Fitness Court Equipment for the Don Fox Park.

DELIVERY Funds are appropriated in the 2015-2016 fiscal year budget.

BETTER OR REQUIRED DESIGN Line Item #110-44420-930-1930

ONLY SOURCE AVAILABLE

Only Responsive Bidder

PREPARED BY Lisa Lane DATE 4/22/2016 APPROVE/AGREE:

REQUISITION# COMMENTS: TCPN Contract #R5201-TN-7166

BUDGET YEAR 2015-2016

Requested Council Meeting Date: 3-May-16

SHEET

1



1-800-390-8438
www.GreatSouthernRec.com

Play, The Way It Should Be

Organization:	Lebanon Parks and Recreation
Contact:	William Porter
Address:	416 Baird Park Circle, Lebanon, TN 37090
Phone:	615-449-0303

Project Title:	Don Fox Park Exercise Equipment
Revision:	
Option:	2

Official Quote

Representative	DATE	Territory	County	Terms	Credits
Nathan	4/22/2016	TN	Wilson	0%	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
PR 720EEA	1	Shoulder Press / Sit-Up Crunch / Cross Trainer	\$ 7,113.00	\$ 7,113.00
PR 18719A	1	Chest Press / Leg Press / Dip-Pull Up-Push Up	\$ 7,871.00	\$ 7,871.00
PR D4C87A	1	Torso Twist	\$ 1,170.00	\$ 1,170.00
EXER-Step	1	Step Up Stretch	\$ 1,081.00	\$ 1,081.00
EXER-Tai	1	Tai Chi Spinner	\$ 1,212.00	\$ 1,212.00
EXER-Basic	1	Tricep and Push Up Station	\$ 681.00	\$ 681.00
				\$ -
SUBTOTAL FOR EQUIPMENT				\$ 19,128.00
INSTALLATION (PLEASE NOTE EXCLUSIONS)				\$ 4,800.00
SAFETY SURFACE		Synthetic Tur Grass - 30'x30' Area		\$ 12,150.00
SUBSTRATE		Crushed and Compacted Gravel		\$ 2,025.00
BORDER		Concrete Curb Border		\$ 2,160.00
DISCOUNT	13%	TCPN Discount		\$ (2,486.64)
SUBTOTAL				\$ 37,776.36
TAX RATE				
EQUIPMENT FREIGHT				2,208.64
SURFACE FREIGHT				-
TOTAL				\$ 39,985.00

Certified Proposal Number R5201-TN-7166

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway #462, Murfreesboro, TN 37128

Don Fox Park SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	10/0	10/0

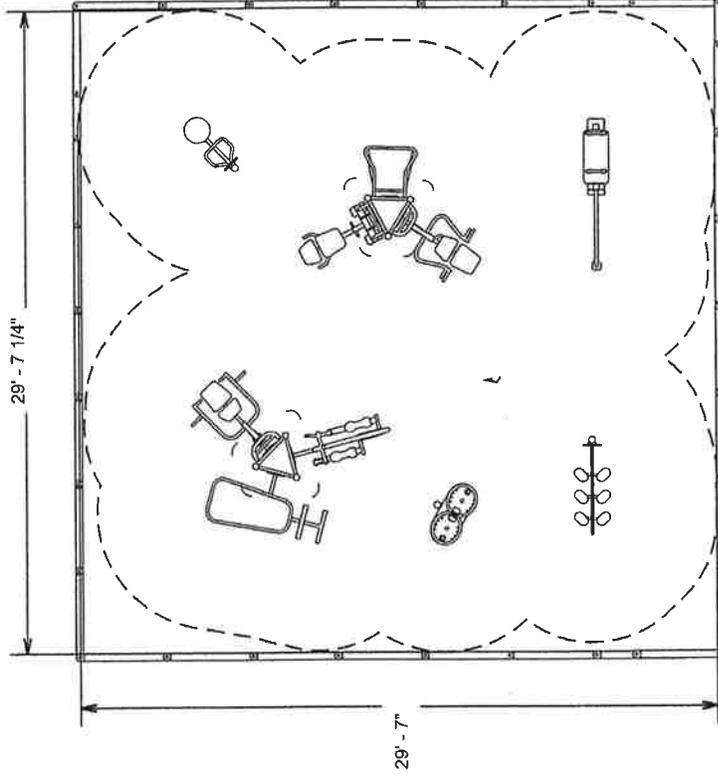
R5
FOR KIDS
AGES
[Mixed]

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Krauss Craft, Inc. will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (fall height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#:
DATE: 4/22/2016

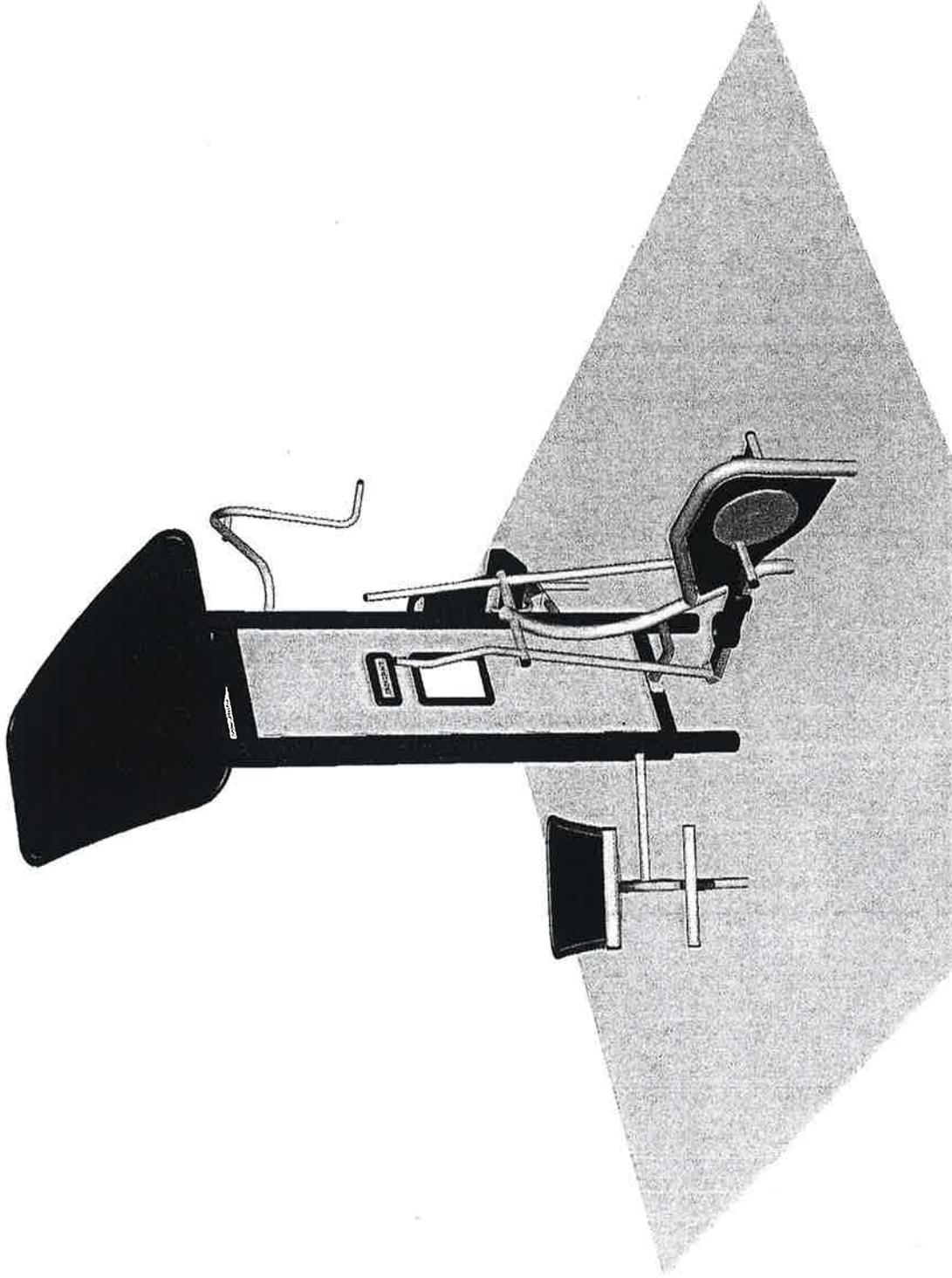
MIN. USE ZONE: 30' x 30'

PLAYCRAFT REP:
Great Southern Recreation

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5



STRUCTURE#: 1

PROJECT#:

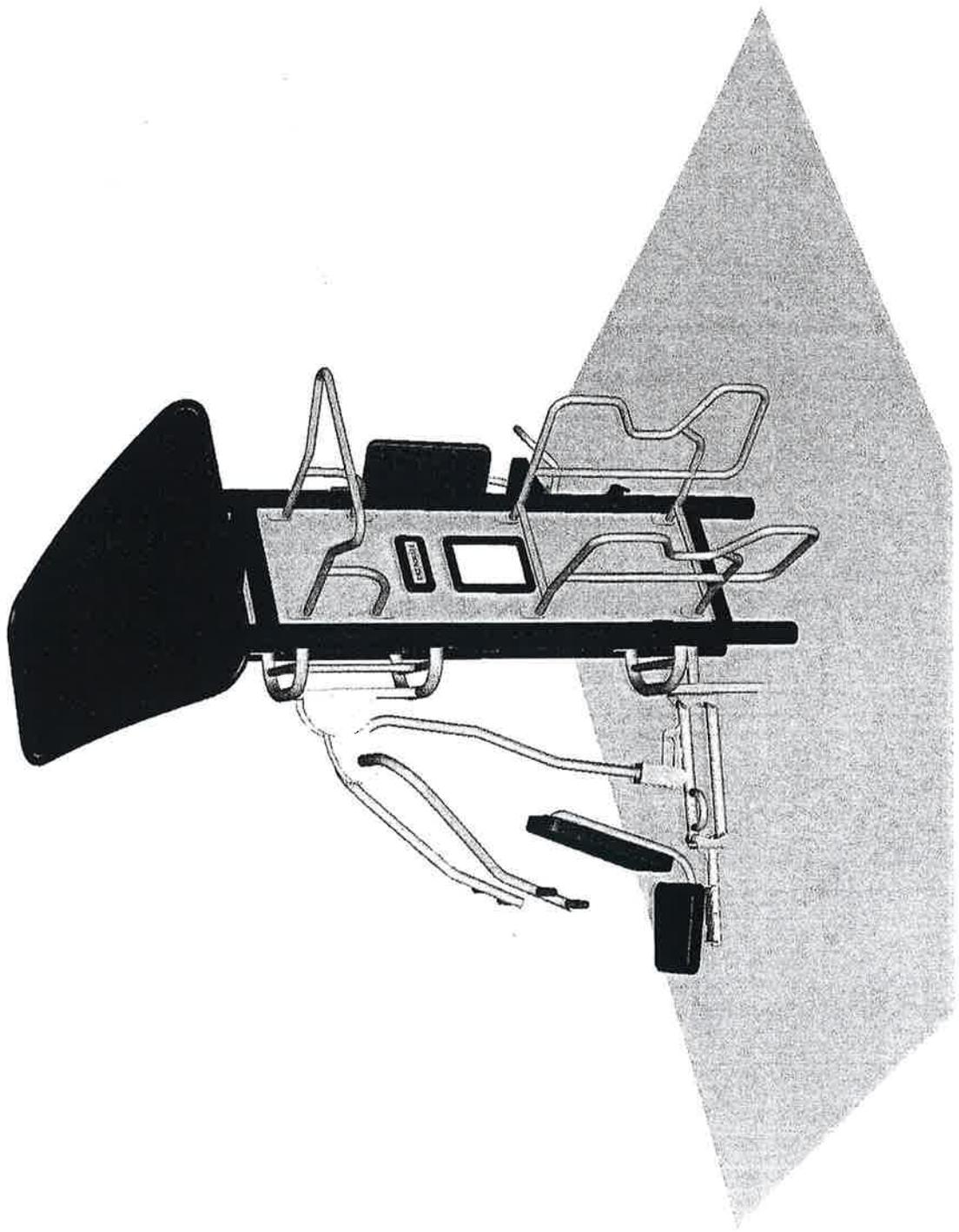
DATE: 4/22/2016

| DRAWN BY:

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5

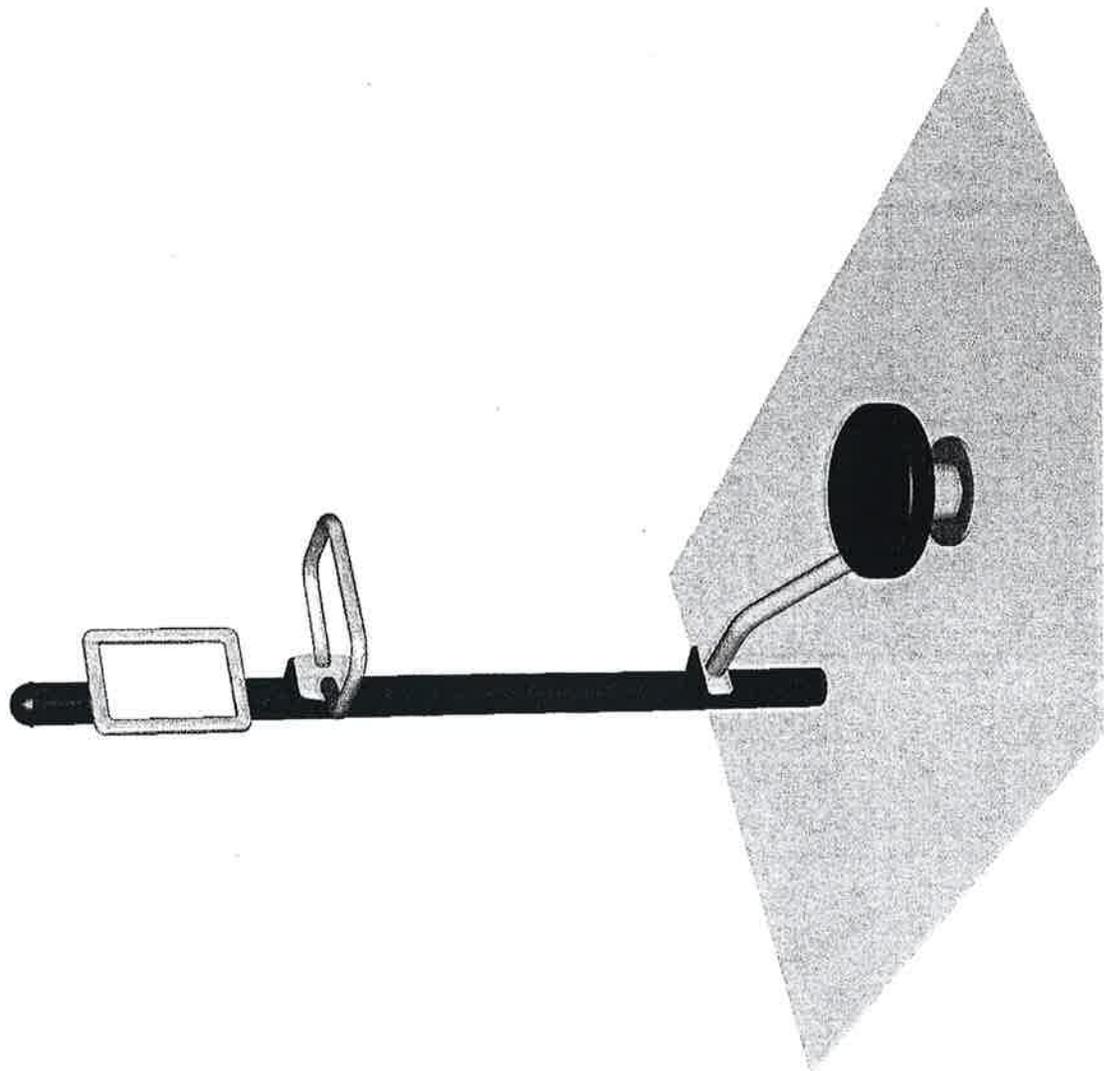


STRUCTURE#: 2
PROJECT#:
DATE: 4/22/2016 | DRAWN BY:

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5

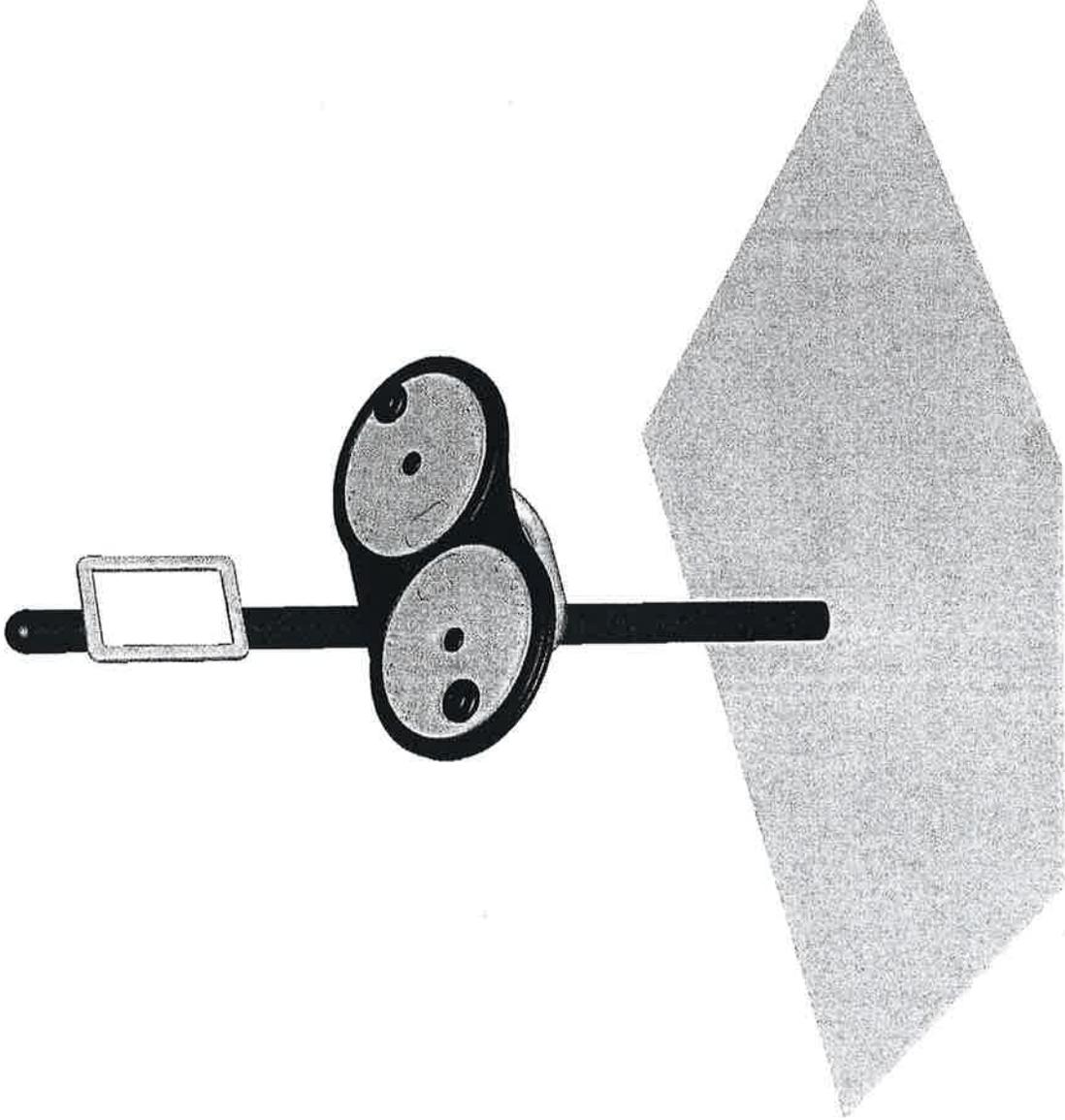


STRUCTURE#: 3
PROJECT#:
DATE: 4/22/2016 | DRAWN BY:

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5

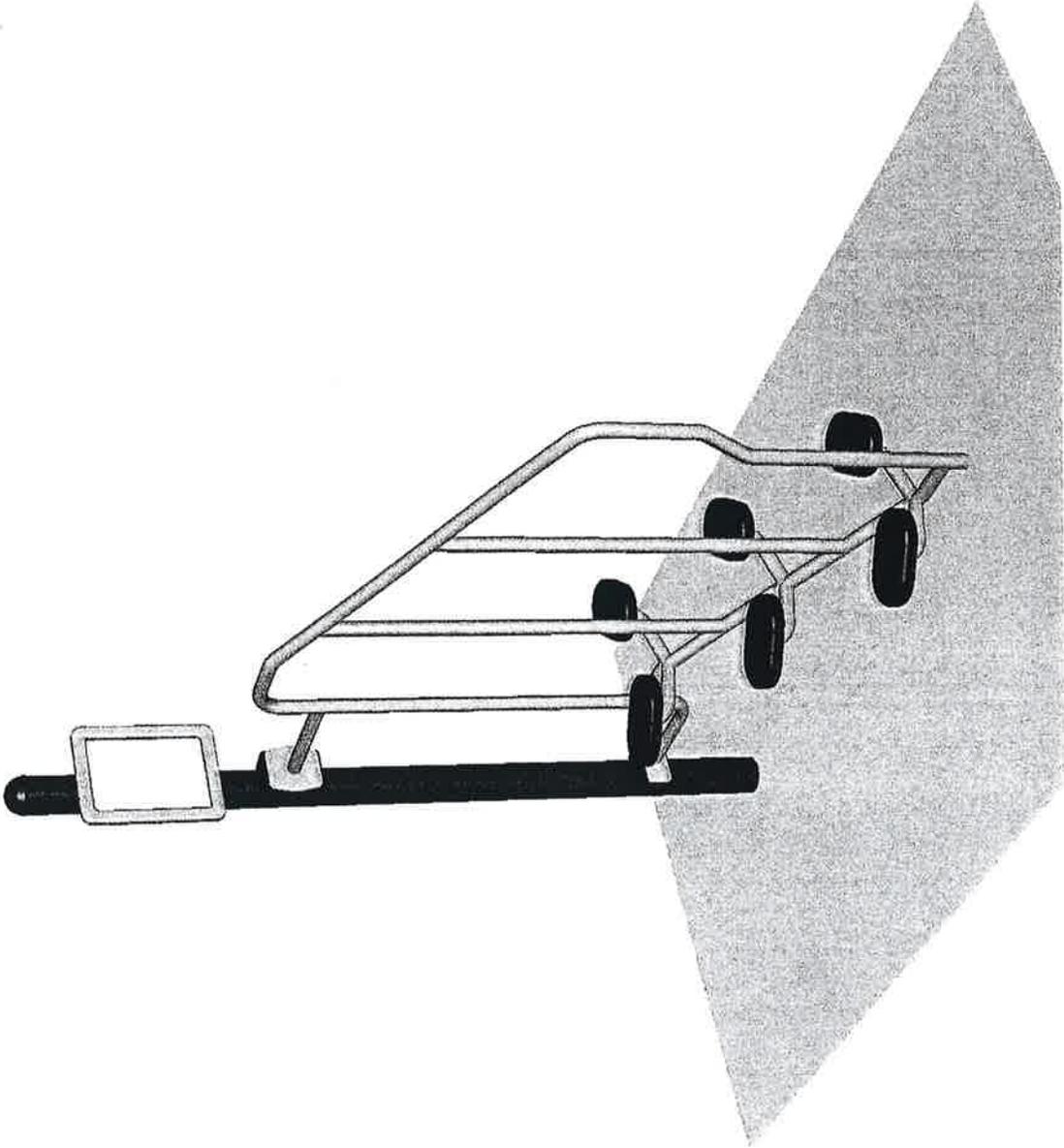


STRUCTURE#: 4
PROJECT#:
DATE: 4/22/2016 | DRAWN BY:

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5

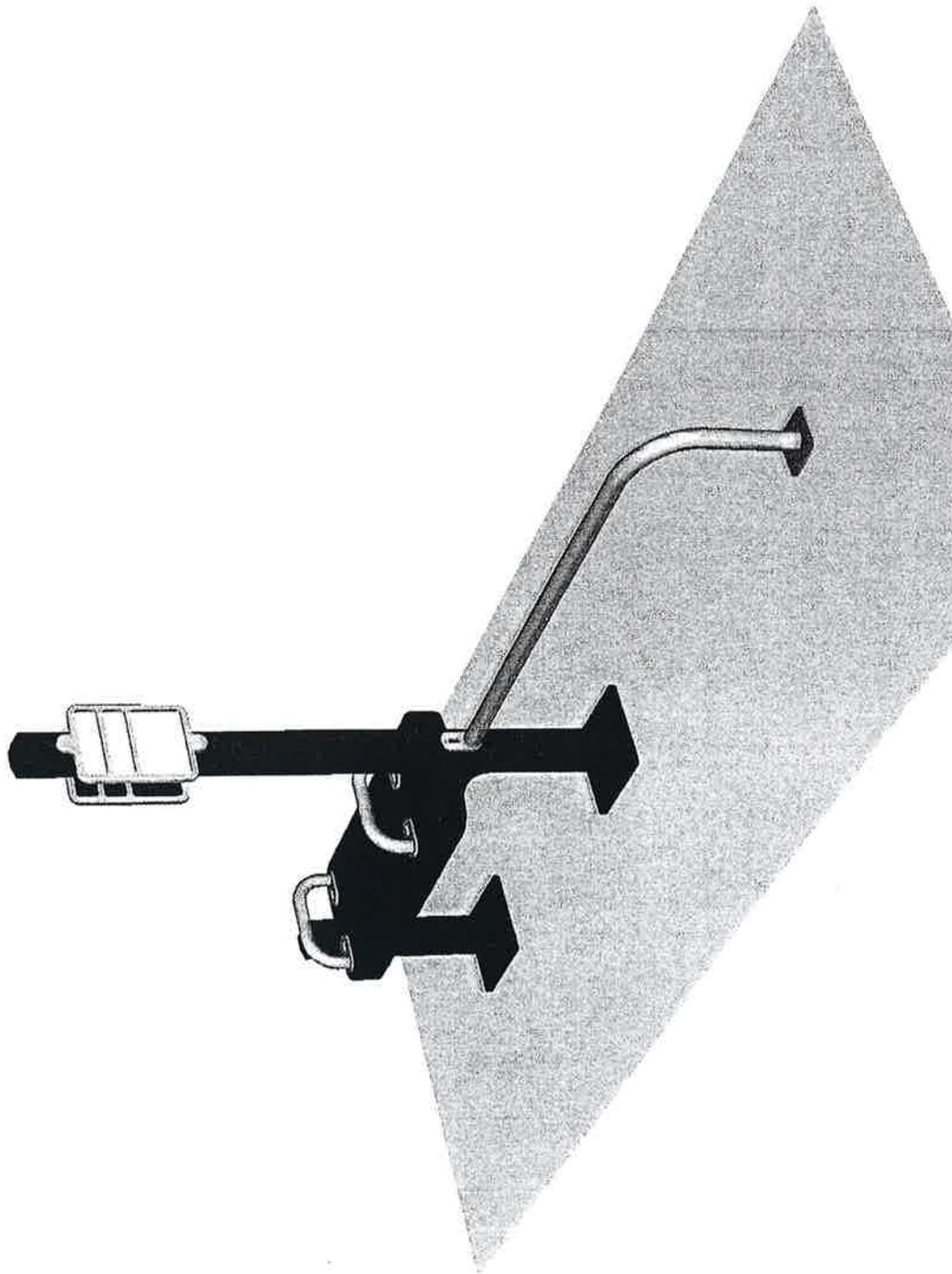


STRUCTURE#: 5
PROJECT#:
DATE: 4/22/2016 | DRAWN BY:

Don Fox Park
SW VIEW

FOR KIDS
AGES
14+

R5



STRUCTURE#: 1

PROJECT#:

DATE: 4/22/2016

| DRAWN BY:

ORDINANCE NO. 16-5213

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND THE LEBANON MUNICIPAL CODE, TITLE 9, CHAPTER 3,
SECTIONS 9-306, 9-307, 9-311, 9-315, 9-319, AND 9-332,
RELATIVE TO TAXICABS**

WHEREAS, the Lebanon Municipal Code, Title 9, Chapter 3, Taxicabs, has not been updated since it was originally adopted in 1968; and

WHEREAS, it is necessary and in the best interest of the citizens of Lebanon to amend certain sections of Title 9, Chapter 3 of the Lebanon Municipal Code.

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

Section 1. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-306. Liability Insurance Required. is hereby amended by deleting the current section 9-306 and creating a new section 9-306 as follows:

9-306. **Liability Insurance Required.** No certificate of public convenience and necessity shall be issued or continued in operation unless there is in full force and effect a liability insurance policy issued by an insurance company authorized to do business in the State of Tennessee for each vehicle in the amount of \$ 100,000 for bodily injury or death to any one person, \$ 300,000 for bodily injuries or death to more than one person which are sustained in the same accident, and \$ 50,000 for property damage resulting from any one accident.

Section 2. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-307. License Fees. is hereby amended by deleting the current section 9-307 and creating a new section 9-307 as follows:

9-307. **License Fees.** No certificates shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$ 25.00 (twenty-five dollars) for each vehicle per annum operated under a certificate of public convenience and necessity. These license fees shall be for the calendar year and shall be in addition to any other license fees or charges established by the proper authority and applicable to the holder of the vehicle or vehicles under his operation and control.

Section 3. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-311. Application for driver's permit. is hereby amended by deleting the current section 9-311(3) and creating a new section 9-311(3) as follows:

(3) At the time the application is filed, the applicant shall pay to the commissioner of finance and revenue the sum of \$ 5.00 (five dollars) per driver.

Section 4. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-315. Issuance of License – duration – annual fee. is hereby amended by deleting the current section 9-315 and creating a new section 9-315 as follows:

9-315. **Issuance of License-duration-annual fee.** Upon approval of an application for a taxicab driver's license, the commissioner of finance and revenue shall issue to the applicant a license which shall bear the name, address, color, age, and signature of the applicant. The license shall be in effect for the remainder of the calendar year. A license for every calendar year thereafter shall be issued upon the payment of \$ 5.00 (five dollars) per driver, unless the license for the preceding year has been revoked.

Section 5. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-319. Vehicles – equipment and maintenance. is hereby amended by deleting the current section 9-319 and creating a new section 9-319 as follows:

9-319. **Vehicles-equipment and maintenance.** Prior to the use and operation of any vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined and inspected by a mechanic who is ASE certified or comparably certified and selected by the taxicab company. The inspection by an ASE certified or comparably certified mechanic shall state the vehicle complies with federal, state, and local safety laws or codes. Every vehicle operating under this chapter shall be inspected annually by an ASE certified or comparably certified mechanic to insure the continued maintenance of safe operating conditions. A signed copy of the inspection report or documentation of the safety inspection signed by the ASE certified or comparably certified mechanic must be provided to the City before the annual certificate is issued.

Every vehicle operating under this chapter shall be kept in a clean and sanitary condition according to rules and regulations promulgated by the police department.

Section 6. That the Lebanon Municipal Code Title 9, Chapter 3, section 9-332. Rates. is hereby amended by deleting the current section 9-332 and creating a new section 9-332 as follows:

9-332. **Rates.** All taxicabs operating under the provisions of this chapter shall charge a basic fee or rate which shall be posted inside each vehicle where it can easily be seen by passengers.

Section 7. If any cab company doing business in the City of Lebanon has failed to obtain a certificate by the date of this ordinance, then such company will be given sixty (60) days from the date of this ordinance to obtain such certificate with the payment of Twenty-five Dollars (\$25.00) per vehicle and no penalty.

Section 8. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Ord. No. 16-5213
Page 3

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 5/03/16

Passed second reading: _____

Amend City Codes Regarding Taxicabs

Section 9

9-306. **Liability Insurance required.** No certificate of public convenience and necessity shall be issued or continued in operation unless there is in full force and effect a liability insurance policy issued by an insurance company authorized to do business in the State of Tennessee for each vehicle in the amount of \$ 100,000 for bodily injury or death to any one person, \$ 300,000 for bodily injuries or death to more than one person which are sustained in the same accident, and \$ 50,000 for property damage resulting from any one accident. (1968 code, 5-406)

9-307. **License Fees.** No certificates shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$ 25.00 (twenty-five dollars) for each vehicle per annum operated under a certificate of public convenience and necessity. These license fees shall be for the calendar year and shall be in addition to any other license fees or charges established by the proper authority and applicable to the holder of the vehicle or vehicles under his operation and control. (1968 code, 5-407)

9-311. **Application for driver's permit.**

(3) At the time the application is filed, the applicant shall pay to the commissioner of finance and revenue the sum of \$ 5.00 (five dollars) per driver. (1968 code, 5-411)

9-315. **Issuance of License-duration-annual fee.** Upon approval of an application for a taxicab driver's license, the commissioner of finance and revenue shall issue to the applicant a license which shall bear the name, address, color, age, and signature of the applicant. The license shall be in effect for the remainder of the calendar year. A license for every calendar year thereafter shall be issued upon the payment of \$ 5.00 (five dollars) per driver, unless the license for the preceding year has been revoked. (1968 code, 5-415)

9-319. **Vehicles-equipment and maintenance.** Prior to the use and operation of any vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined and inspected by a mechanic who is ASE certified or comparably certified and selected by the taxicab company. The inspection by an ASE certified or comparably certified mechanic shall state the vehicle complies with federal, state, and local safety laws or codes. Every vehicle operating under this chapter shall be inspected annually by an ASE certified or comparably certified mechanic to insure the continued maintenance of safe operating conditions. A signed copy of the inspection report or documentation of the safety inspection signed by the ASE certified or comparably certified mechanic must be provided to the City before the annual certificate is issued.

Every vehicle operating under this chapter shall be kept in a clean and sanitary condition according to rules and regulations promulgated by the police department. (1968 code, 5-419)

9-332. **Rates.** All taxicabs operating under the provisions of this chapter shall charge a basic fee or rate which shall be posted inside each vehicle where it can easily be seen by passengers.

CHAPTER 3

TAXICABS¹

SECTION

- 9-301. Definitions.
- 9-302. Certificate of public convenience and necessity required.
- 9-303. Application for certificate.
- 9-304. Public hearing.
- 9-305. Issuance or denial of certificate.
- 9-306. Liability insurance required.
- 9-307. License fees.
- 9-308. Transfer of certificates.
- 9-309. Suspension and revocation of certificates.
- 9-310. Taxicab driver's permit required.
- 9-311. Application for driver's permit.
- 9-312. Examination of applicant--current state special chauffeur's license required.
- 9-313. Police investigation of applicant--traffic and police record.
- 9-314. Consideration of application.
- 9-315. Issuance of license--duration--annual fee.
- 9-316. Display of license.
- 9-317. Suspension and revocation of licenses.
- 9-318. Drivers to comply with city, state, and federal laws.
- 9-319. Vehicles--equipment and maintenance.
- 9-320. Designation of taxicabs.
- 9-321. Receipts.
- 9-322. Refusal of passenger to pay legal fare.
- 9-323. Receipt and discharge of passengers on sidewalk only.
- 9-324. Restriction on number of passengers.
- 9-325. Refusal to carry orderly passengers prohibited.
- 9-326. Selling liquor prohibited.
- 9-327. Payment of fare in advance.
- 9-328. Taxicab service to be comprehensive.
- 9-329. Accidents.
- 9-330. Advertising.
- 9-331. Police department--duty to enforce chapter.
- 9-332. Rates.
- 9-333. Applicability of chapter to holders of certificates issued without a hearing.
- 9-334. Violations.

¹Charter reference: Art. II, § 1 (47).

convenience and necessity have theretofore been issued. Due notice shall also be given the general public by posting a notice of the hearing in the city hall. Any interested person may file with the city council a memorandum in support of or in opposition to the issuance of a certificate. (1968 code, § 5-404)

9-305. Issuance or denial of certificate. If the city council finds that further taxicab service in the City of Lebanon is required by the public convenience and necessity and that the applicant is fit and willing to comply with the provisions of this chapter and any other rules promulgated by the city council, then the commissioner of finance and revenue shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under the certificate and the date of issuance; otherwise, the application shall be denied. In making the above findings, the city council shall take into consideration the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience, and responsibility of the applicant. (1968 code, § 5-405)

9-306. Liability insurance required. No certificate of public convenience and necessity shall be issued or continued in operation unless there is in full force and effect a liability insurance policy issued by an insurance company authorized to do business in the State of Tennessee for each vehicle in the amount of \$10,000.00 for bodily injury or death to any one person, \$20,000.00 for bodily injuries or death to more than one person which are sustained in the same accident, and \$5,000.00 for property damage resulting from any one accident. (1968 code, § 5-406)

9-307. License fees. No certificates shall be issued or continued in operation unless the holder thereof has paid an annual license fee of \$35.00 (thirty-five dollars) for the first automobile, \$25.00 (twenty-five dollars) for the second automobile and \$15.00 (fifteen dollars) for each additional vehicle per annum operated under a certificate of public convenience and necessity. These license fees shall be for the calendar year and shall be in addition to any other license fees or charges established by the proper authority and applicable to the holder of the vehicle or vehicles under his operation and control. (1968 code, § 5-407)

9-308. Transfer of certificates. No certificate of public convenience and necessity may be sold, assigned, mortgaged, or otherwise transferred without the consent of the city council. (1968 code, § 5-408)

9-309. Suspension and revocation of certificates. (1) A certificate issued under the provisions of this chapter may be revoked or suspended by the city council if the holder thereof has:

- (a) Violated any of the provisions of this chapter.
 - (b) Discontinued operations for more than ten days.
 - (c) Violated any law involving moral turpitude.
- (2) Prior to any revocation, the holder shall be given notice of the proposed action to be taken and shall have an opportunity to be heard by the city council. (1968 code, § 5-409)

9-310. Taxicab driver's permit required. No person shall operate a taxicab upon the streets of Lebanon and no person who owns or controls a taxicab shall permit it to be driven unless the driver has obtained and has in force a taxicab driver's permit issued under the provisions of this chapter. (1968 code, § 5-410)

9-311. Application for driver's permit. (1) An application for a taxicab driver's permit shall be filed with the city council on forms provided by the city. The application shall be verified under oath and shall contain the following information.

- (a) The names and addresses of four residents of the City of Lebanon who have known the applicant for a period of two years and who will vouch for the sobriety, honesty, and general good character of the applicant.
- (b) The experience of the applicant in the transportation of passengers.
- (c) The educational background of the applicant.
- (d) A concise history of his employment.

(2) Each application shall be accompanied by a certificate from a reputable physician of the City of Lebanon certifying that, in his opinion, the applicant is not afflicted with any disease or infirmity which might make him an unsafe or unsatisfactory driver.

(3) At the time the application is filed the applicant shall pay to the commissioner of finance and revenue the sum of one dollar (\$1.00) per driver. (1968 code, § 5-411)

9-312. Examination of applicant—current state special chauffeur's license required. Before any application is finally passed upon by the city council, the applicant shall pass a satisfactory examination as to his knowledge of the city and show that he has a current state special chauffeur's license. (1968 code, § 5-412)

9-313. Police investigation of applicant—traffic and police record. The police department shall conduct an investigation of each applicant for a taxicab driver's license, and a report of the investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application for

the consideration of the city council. No license shall be issued to any person who is under the age of 21. (1968 code, § 5-413)

9-314. Consideration of application. The city council shall, upon consideration of the application and the reports and certificate required to be attached thereto, approve or reject the application. If the application is rejected, the applicant may request a personal appearance before the city council to offer evidence why his application should be reconsidered. (1968 code, § 5-414)

9-315. Issuance of license—duration—annual fee. Upon approval of an application for a taxicab driver's license the commissioner of finance and revenue shall issue to the applicant a license which shall bear the name, address, color, age, and signature of the applicant. The license shall be in effect for the remainder of the calendar year. A license for every calendar year thereafter shall be issued upon the payment of \$2.00 per driver, unless the license for the preceding year has been revoked. (1968 code, § 5-415)

9-316. Display of license. Every driver licensed under this chapter shall post his driver's license in such a place in his taxicab as to be in full view of all passengers while the driver is operating the taxicab. (1968 code, § 5-416)

9-317. Suspension and revocation of licenses. The city council may suspend any driver's license issued under this chapter for a driver's failing or refusing to comply with the provisions hereof, such suspension to last for a period of not more than sixty (60) days. The city council may also revoke any driver's license for failure to comply with the provisions of this chapter. However, a license may not be revoked unless the driver has received notice and has an opportunity to present evidence in his behalf. (1968 code, § 5-417)

9-318. Drivers to comply with city, state, and federal laws. Every driver licensed under this chapter shall comply with all city, state, and federal laws. (1968 code, § 5-418)

9-319. Vehicles—equipment and maintenance. Prior to the use and operation of any vehicle under the provisions of this chapter, the vehicle shall be thoroughly examined and inspected by the police department and found to comply with such reasonable rules and regulations as may be prescribed by the department. These rules and regulations shall be promulgated to provide safe transportation and shall specify such safety equipment and regulatory devices as the police department deems necessary therefor. When the police department finds that a vehicle has met the standards established, the department shall issue a license to that effect, which shall also state the authorized seating capacity of the vehicle. Every vehicle operating under this chapter shall be periodically inspected by the police department at such intervals as are established by the police department to insure the continued

maintenance of safe operating conditions. A fee of \$2.00 shall be charged for each inspection.

Every vehicle operating under this chapter shall be kept in a clean and sanitary condition according to rules and regulations promulgated by the police department. (1968 code, § 5-419)

9-320. Designation of taxicabs. Each taxicab shall bear on the outside of each rear door, in painted letters not less than two (2) inches nor more than four (4) inches in height, the name of the owner. (1968 code, § 5-420)

9-321. Receipts. The driver of any taxicab shall upon demand by the passenger render to the passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt, on which shall be the name of the taxicab owner, the license number or motor number of the taxicab, the amount of charges, and the date of transportation. (1968 code, § 5-421)

9-322. Refusal of passenger to pay legal fare. It shall be unlawful for any person to refuse to pay the legal fare of any taxicab after having hired it, and it shall be unlawful for any person to hire any taxicab with intent to defraud the person from whom it is hired of the value of such service. (1968 code, § 5-422)

9-323. Receipt and discharge of passengers on sidewalk only. Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible, or in the absence of a sidewalk to the extreme right-hand side of the road and there receive or discharge passengers, except upon a one-way street, where passengers may be received or discharged at either the right or left hand sidewalk, or side of the roadway in the absence of a sidewalk. (1968 code, § 5-423)

9-324. Restriction on number of passengers. No driver shall permit more persons to be carried in a taxicab as passengers than the rated seating capacity of the taxicab as stated in the license for the vehicle issued by the police department. A child in arms shall not be counted as a passenger. (1968 code, § 5-424)

9-325. Refusal to carry orderly passengers prohibited. No driver shall refuse or neglect to convey an orderly person, or persons, upon request, unless previously engaged or unable or forbidden by the provisions of this chapter to do so. (1968 code, § 5-425)

9-326. Selling liquor prohibited. No driver shall engage in the sale or transportation of intoxicating liquors prohibited by state or local law. (1968 code, § 5-426)

9-327. Payment of fare in advance. Every driver of a taxicab shall have the right to demand payment of the regular fare in advance, and may refuse employment unless so prepaid. (1968 code, § 5-427)

9-328. Taxicab service to be comprehensive. All persons engaged in the taxicab business in the City of Lebanon shall render an over-all service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business and keep the same open twenty-four (24) hours a day for the purpose of receiving calls and dispatching cabs. They shall answer all calls received by them for services inside the corporate limits of Lebanon as soon as they can do so, and if the call cannot be answered they shall give the reason therefor. Any holder who refuses to accept a call anywhere in the corporate limits of the City of Lebanon at any time when the holder has an available cab, or who fails or refuses to give over-all service, shall be deemed a violator of this chapter and the certificate granted to such holder shall be revoked at the discretion of the city council. (1968 code, § 5-428)

9-329. Accidents. All accidents arising from or in connection with the operation of taxicabs and which result in death or injury to any person, or in damage to any vehicle or to any property in an amount exceeding the sum of fifty dollars (\$50.00) shall be reported within twenty-four (24) hours from the time of occurrence to the police department on a form of report to be furnished by the department. (1968 code, § 5-429)

9-330. Advertising. Subject to the approval of the city council, it shall be lawful for any person owning or operating a taxicab to permit advertising matter to be affixed to or installed in or on such vehicle. (1968 code, § 5-430)

9-331. Police department—duty to enforce chapter. The police department is hereby given the authority and is instructed to watch and observe the conduct of holders and drivers operating under this chapter. Upon discovering a violation of the provisions of this chapter, the police department shall report it to the city council which will order or take appropriate action. (1968 code, § 5-431)

9-332. Rates. All taxicabs operating under the provisions of this chapter shall charge a basic fee or rate which shall be approved by the city council. No changes in these rates shall be made at any time without the approval of the city council. When changes are desired by the taxicab owners or operators to be

made in the rate schedule, the taxicab owners or operators shall submit to the city council a proposed schedule of rates showing the changes desired to be made. (1968 code, § 5-432)

9-333. Applicability of chapter to holders of certificates issued without a hearing. Although a certificate of convenience and necessity may be issued for immediate operation of taxicabs, the holder of any such certificate must also otherwise comply with the provisions of this chapter within sixty (60) days from the effective date of these provisions. (1968 code, § 5-433)

9-334. Violations. Any person, firm, or corporation violating any section of this chapter shall be guilty of a misdemeanor and subject to a fine under the general penalty clause for this code. (1968 code, § 5-434)

ORDINANCE NO. 16-5214

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND THE LEBANON MUNICIPAL CODE TITLE 16, CHAPTER 1, SECTION
16-110 RELATIVE TO EVENTS AND PARADES**

WHEREAS, the Lebanon Municipal Code, Title 16, Chapter 1, section 16-110. Parades Regulated., has not been updated since 1994; and

WHEREAS, it is necessary and in the best interest of the citizens of Lebanon to amend section 16-110 of Title 16, Chapter 1 of the Lebanon Municipal Code.

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

Section 1. That the Lebanon Municipal Code Title 16, Chapter 1, section 16-110. Parades Regulated. is hereby amended by deleting the current section 16-110 and creating a new section 16-110 as follows:

16-110. Events and/or Parades Regulated. It shall be unlawful for any individual, club, institution, organization, business, or similar group to hold any meeting, parade, demonstration, exhibition or any type of event which potentially impacts the traffic flow on the public streets, potentially impacts public safety, involves a public street(s) in any manner, or involves the City's police or public safety departments in any manner, without some responsible representative first securing a permit from the commissioner of finance and revenue. The permit shall be issued for a parade or demonstration to occur on a specific day at a specific time and shall also define the streets that will be involved. No permit shall be issued by the commissioner unless the chief of police of the City approves the activity will not unreasonably interfere with traffic. Multiple permits may be issued for any meeting, parade, demonstration, exhibition, or any type of event to occur at the same date or time as other existing permits, by the commissioner of finance only with the concurrence of the chief of the police that public safety will not be jeopardized in any manner. The representative securing the permit and the individual, club, institution, organization, business, or similar group shall agree to see to the immediate cleaning up of all litter which shall be left on the streets as a result of the activity. Furthermore, it shall be unlawful for any person or organization obtaining such a permit to refuse to immediately clean-up the resulting litter. If the representative securing the permit and/or the individual, club, institution, organization, business, or similar group fails to carry out the agreement to clean up any resulting litter and it becomes necessary for the City to clean litter up, then the representative, the individual, club, institution, organization, business, or similar group shall be liable for the actual cost to the City. If deemed appropriate, the commissioner of finance and revenue can require a reasonable clean-up bond to be posted prior to the issuance of any permit. If the applicant for a permit has liability insurance for the event, they are required to provide the City a certificate of insurance and the City shall be added to their policy as an "additional insured." Depending on the size of the event, liability insurance may be required before a permit can be issued.

Ord. No. 16-5214

Page 2

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: 5/03/16

Passed second reading: _____

Lebanon Code

Title of Section 16-110 ~~Parade Regulated~~ Events and/or Parades Regulated

Section 16-110. ~~Parades Regulated~~ Events and/or Parades Regulated

~~It shall be unlawful for any club, organization, or similar group to hold any meeting, parade, demonstration, or exhibition on the public streets without some responsible representative first securing a permit from the commissioner of finance and revenue. Prior to issuing a parade permit from the commissioner of finance and revenue will seek the advice of the chief of police or his duly authorized representative. No permit shall be issued by the commissioner unless the activity will not unreasonably interfere with traffic and unless such representative shall agree to see to the immediate cleaning up of all litter which shall be left on the streets as a result of the activity. If deemed appropriate, the commissioner of finance and revenue can require a reasonable clean up bond to be posted prior to the issuance of any permit. The permit shall be issued for a parade or demonstration to occur on a specific day at a specific time and shall also define the streets that will be involved. Multiple permits shall not be issued for parades or demonstrations to occur at the same date or time as other existing permits, unless the multiple permit issuance has been approved by the city council. Furthermore, it shall be unlawful for any person or organization obtaining such a permit to refuse to immediately clean up the resulting litter. Any person or organization issued a permit, who refuses to remove or clean up the resulting litter shall be subject to a fine of fifty and 00/100 (\$50.00) dollars for each street that is involved in the littering. (1968 code, 12-210, as replaced by Ordinance # 94-1188, 1 and 2, July 1994)~~

It shall be unlawful for any individual, club, institution, organization, business, or similar group to hold any meeting, parade, demonstration, exhibition or any type of event which potentially impacts the traffic flow on the public streets, potentially impacts public safety, involves a public street(s) in any manner, or involves the City's police or public safety departments in any manner, without some responsible representative first securing a permit from the commissioner of finance and revenue. The permit shall be issued for a parade or demonstration to occur on a specific day at a specific time and shall also define the streets that will be involved. No permit shall be issued by the commissioner unless the chief of police of the City approves the activity will not unreasonably interfere with traffic. Multiple permits may be issued for any meeting, parade, demonstration, exhibition, or any type of event to occur at the same date or time as other existing permits, by the commissioner of finance only with the concurrence of the chief of the police that public safety will not be jeopardized in any manner. The representative securing the permit and the individual, club, institution, organization, business, or similar group shall agree to see to the immediate cleaning up of all litter which shall be left on the streets as a result of the activity. Furthermore, it shall be unlawful for any person or organization obtaining such a permit to refuse to immediately clean-up the resulting litter. If the representative securing the permit and/or the individual, club, institution, organization, business, or similar group fails to carry out the agreement to clean up any resulting litter and it becomes necessary for the City to clean litter up, then the representative, the individual, club, institution, organization, business, or similar group shall be liable for the actual cost to the City. If deemed appropriate, the commissioner of finance and revenue can require a reasonable clean-up bond to be posted prior to the issuance of any permit. If the applicant for a permit has liability insurance for the event, they are required to provide the City a certificate of insurance and the City shall be added to their policy

16-5214

as an "additional insured." Depending on the size of the event, liability insurance may be required before a permit can be issued. (1968 code, 12-210, as replaced by Ordinance # 94-1188, 1 and 2, July 1994)

prohibited from filling, bridging, or building over said creek in any manner whatsoever. (1968 code, § 12-209)

16-110. Parades regulated. It shall be unlawful for any club, organization, or similar group to hold any meeting, parade, demonstration or exhibition on the public streets without some responsible representative of said club, organization or group first securing a parade permit from the commissioner of finance and revenue. Prior to issuing a parade permit, the commissioner of finance and revenue will seek the advice of the chief of police or his duly authorized representative. No permit shall be issued by the commissioner unless such activity will not unreasonably interfere with traffic conditions. Furthermore, no permit shall be issued unless the representatives shall agree to the immediate removal and cleaning up of all litter which shall be left on the streets as a result of the activity. If deemed appropriate, commissioner of finance and revenue can require a reasonable clean-up bond to be posted prior to the issuance of any permit. The permit shall be issued for a parade or demonstration to occur on a specific day at a specific time and shall also define the streets that will be involved. Multiple permits shall not be issued for parades or demonstrations to occur at the same date or time as other existing permits, unless the multiple permit issuance has been approved by the city council. Furthermore, it shall be unlawful for any person or organization obtaining a permit to refuse to immediately clean-up the resulting litter. Any person or organization issued a permit, who refuses to remove or clean the resulting litter shall be subject to a fine of fifty and 00/100 (\$50.00) dollars for each street that is involved in the littering. (1968 code, § 12-210, as replaced by Ord. #94-1188, §§ 1 and 2, July 1994)

16-111. Operation of trains at crossings regulated. No person shall operate any railroad train across any street or alley without giving a warning of its approach as required by state law; nor shall he make such crossing at a speed in excess of twenty (20) miles per hour. It shall also be unlawful to stop a railroad train so as to block or obstruct any street or alley for a period of more than five (5) consecutive minutes. (1968 code, § 12-211)

16-112. Animals and vehicles on sidewalks. It shall be unlawful for any person to ride, lead, or tie any animal, or ride, push, pull, or place any vehicle across or upon any sidewalk in such manner as unreasonably to interferes with or inconvenience pedestrians using the sidewalk. It shall also be unlawful for any person knowingly to allow any minor under his control to violate this section. (1968 code, § 12-212)

16-113. Fires in streets, etc. It shall be unlawful for any person to set or contribute to any fire in any public street, alley, or sidewalk. (1968 code, § 12-213)

ORDINANCE NO. 16-5215

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A LINE ITEM TRANSFER FOR THE GARAGE

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 line item transfer is now necessary for the Garage to cover expenses for the remainder of the fiscal year; and

WHEREAS, the appropriate line item transfer 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 make the following line item transfer in the FY 2015 – 2016 City of Lebanon budget:

Department: Garage

From: 11043170-79200 Buildings \$2,500.00

To: 11043170-73200 Operating Supplies \$2,500.00

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:

5/03/16

Passed second reading:

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

FINANCE DEPT

2016 APR 22 PM 2:23

FOR ACCOUNTING PURPOSES ONLY	
BGT #	_____
POSTED	_____
REF #	_____
INITIALS	_____

DEPARTMENT Garage

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043170-79200	Building	\$2,500	

Total \$2,500 -

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043170-73200	Operating Supplies		\$2,500

Total \$2,500 -

REQUESTED BY Lee Clark
DEPARTMENT HEAD Jeff Bannan
COMM. OF FINANCE Robert Gray
MAYOR _____

DATE 4/20/16
DATE 4/21/16
DATE 4/27/16
DATE _____

REASON FOR THIS TRANSFER:

to cover expenditures for remainder of budget year.

ORDINANCE NO. 16-5216

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE
APPROPRIATION OF FUNDS RECEIVED FROM THE JAG GRANT**

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, it is now necessary for the Police Department to appropriate funds received from the JAG Grant; and

WHEREAS, the required line item transfers are 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 make the following line item transfers in the FY 2015 – 2016 City of Lebanon budget:

Department: Police			
From: 1103-33450	JAG Grant		\$14,077.28
To: 11042100-73100	Office Supplies		\$4,077.28
11042100-73200	Operating Supplies		\$10,000.00

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: 5/03/16

Passed second reading: _____

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

FOR ACCOUNTING PURPOSES ONLY	
BGT # _____	
POSTED	_____
REF #	_____
INITIALS	_____

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1103-33450	JAG Grant	\$ 14,077.28	

Total \$ 14,077.28

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-73100	Office Supplies		\$ 4,077.28
11042100-73200	Operating Supplies		\$ 10,000.00

Total \$ 14,077.28

REQUESTED BY	<u><i>David S. Puterbaugh</i></u>	DATE	<u>2/16/2016</u>
DEPARTMENT HEAD	<u><i>MW</i></u>	DATE	<u>2/16/2016</u>
COMM. OF FINANCE	<u><i>Robert J. ...</i></u>	DATE	<u>4/26/16</u>
MAYOR	<u><i>[Signature]</i></u>	DATE	<u> </u>

REASON FOR THIS TRANSFER:
To transfer funds from JAG balance.

ORDINANCE NO. 16-5217

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE PUBLIC WORKS 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 now necessary for the Public Works Department for debt service on an inter-fund loan authorized by Res. No. 15-1880; 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:

Department: Public Works

From: 11090000-79000 Budget Fund Balance \$8,500.00

To: 11041610-76000 Debt Service \$8,500.00

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: 5/03/16

Passed second reading: _____

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

FINANCE DEPT.

2016 APR 27 AM 11:27

FOR ACCOUNTING PURPOSES ONLY	
BGT #	_____
POSTED	_____
REF #	_____
INITIALS	_____

DEPARTMENT PUBLIC WORKS

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 8,500.00	
	Total	\$ 8,500.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041610-76000	DEBT SERVICE		\$ 8,500.00
	Total		\$ 8,500.00

REQUESTED BY Sheila Featherston

DATE 4-27-16

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE [Signature]

DATE 4-27-16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

**APPROPRIATE FUNDS FOR DEBT SERVICE ON AN INTER-FUND LOAN APPROVED BY
RESOLUTION #15-1880. THIS DEBT SERVICE APPROPRIATION WAS NOT DONE WHEN THE
RESOLUTION WAS DONE.**

ORDINANCE NO. 16-5218

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE FIRE 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 now necessary for the Fire Department for rent due to the Gas Department for the building on Hartmann Drive; 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:

Department: Fire			
From:	11090000-79000	Budget Fund Balance	\$1,200.00
To:	11042200-75300	Rent	\$1,200.00

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: 5/03/16

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT. FINANCE DEPT.
BUDGET AMENDMENT FORM 2016 APR 27 AM 11:53
FY 2015-2016

FOR ACCOUNTING PURPOSES ONLY	
BGT # _____	
POSTED	_____
REF #	_____
INITIALS	_____

DEPARTMENT FIRE

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 1,200.00	
Total		\$ 1,200.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042200-75300	RENT		\$ 1,200.00
Total			\$ 1,200.00

REQUESTED BY Shei Featherston

DATE 4-27-16

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE Robert J. [Signature]

DATE 4-27-16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:
APPROPRIATE FUNDS FOR RENT DUE FROM THE FIRE DEPARTMENT TO THE GAS DEPARTMENT,
FOR USE OF THE BUILDING OWNED BY THE GAS DEPARTMENT ON HARTMANN DR. FOR THE
FIRE ADMINISTRATION OFFICES.

ORDINANCE NO. 16-5219

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AMEND
TITLE 8 OF THE LEBANON MUNICIPAL CODE TO SET A 5% INSPECTION FEE
FOR WINE IN GROCERY STORES**

WHEREAS, on March 20, 2014, the Governor signed into law Public Chapter 554, commonly known as the “wine in grocery stores” law; and

WHEREAS, by referendum, the voters of the City of Lebanon, Tennessee, voted a majority for the legal sale of wine at retail food stores and the results of said referendum being certified by the election commission to the Mayor on November 14, 2014; and

WHEREAS, it is necessary to set an inspection fee for retail food store wine licensees.

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

Section 1. That Title 8, Chapter 1, section 8-112 Inspection fees, of the Lebanon Municipal Code is hereby amended to include a five percent (5%) inspection fee for retail food store wine licensees, pursuant to Tennessee Code Annotated 57-3-501.

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: 5/03/16

Passed second reading: _____

16-5219

West's Tennessee Code Annotated

Title 57. Intoxicating Liquors (Refs & Annos)

Chapter 3. Local Option--Traffic in Intoxicating Liquors (Refs & Annos)

Part 5. Municipal Inspection Fees

T. C. A. § 57-3-501

§ 57-3-501. Maximum amount; designation of collector

Effective: July 1, 2014

Currentness

(a)(1) A municipality as defined by § 57-3-101 shall have the authority to impose by ordinance an inspection fee upon licensed retailers of alcoholic beverages as defined by § 57-3-101 or upon retail food store wine licensees located within such municipality.

(2) If, pursuant to § 57-3-204(e)(7), a manufacturer of high alcohol content beer obtains a retail license to sell its products which are manufactured on the manufacturer's premise, the governing body of the municipality or county in which such a manufacturer is located shall impose by ordinance or resolution, as appropriate, a fifteen-percent inspection fee to inspect the retail store in which such products are sold by the manufacturer. Such inspection fee shall be imposed on the wholesale price of the high alcohol content beer supplied pursuant to § 57-3-204(e)(7) (B) by a wholesaler for those products manufactured and sold by the manufacturer at its retail store as authorized pursuant to § 57-3-204(e)(7).

(b) The inspection fees shall not exceed eight percent (8%) of the wholesale price of alcoholic beverages supplied by a wholesaler in municipalities located in counties of this state having a population of less than sixty thousand (60,000), according to the 1960 federal census or any subsequent federal census, or in counties that contain a municipal corporation as defined in § 67-6-103(a)(3)(B)(i), notwithstanding subsection (c) to the contrary.

(c) The inspection fees shall not exceed five percent (5%) of the wholesale price of alcoholic beverages supplied by a wholesaler in municipalities located in counties of this state having a population of more than sixty thousand (60,000), according to the 1960 federal census or any subsequent federal census.

(d) Any municipality having a metropolitan form of government and a population of over four hundred fifty thousand (450,000), according to the 1990 federal census or any subsequent federal census, which has levied the inspection fees herein authorized may, by ordinance of its legislative body, designate the county clerk as the collector of the fees for the entire metropolitan taxing jurisdiction.

Credits

1968 Pub.Acts, c. 538, §§ 1, 2; 1969 Pub.Acts, c. 87, § 1; 1994 Pub.Acts, c. 758, § 1, eff. April 12, 1994; 1999 Pub.Acts, c. 218, § 1, eff. May 20, 1999; 2011 Pub.Acts, c. 448, § 17, eff. June 10, 2011; 2014 Pub.Acts, c. 554, § 7, eff. July 1, 2014.

Formerly § 57-165.

State of Tennessee - Wilson County
November 4, 2014
Referendum - City of Lebanon
Wine at Retail Food Stores Referendum

1 For legal sale of wine at retail food stores	3,910
2 Against legal sale of wine at retail food stores	1,835
Total Votes	5,745

14-Nov-14

890 Jan MKS DS

Chittam Car
-for reference only-

(2) No retail store shall be located except on the ground floor and it shall have one main entrance opening on a public street, and such place of business shall have no other entrance for use by the public except as hereinafter provided. When a retail store is located on the corner of two streets, such retail store may maintain a door opening on each of the public streets. Provided, however, that any salesroom adjoining the lobby of a hotel or other public building may maintain any additional door into such lobby, so long as same shall be opened to the public. In addition, to the fullest extent consistent with the nature of the establishment, full, free and unobstructed vision shall be afforded from the street and public highway to the interior of the place of the sale or dispensing of alcoholic beverages there sold or dispensed. Said building shall be of a permanent type of construction and no store shall be located in a mobile home or other moveable type building. The store shall have night lighting surrounding the outside of the premises, and shall be equipped with a burglar alarm system on the inside of the premises and shall be of a minimum size of 1000 square feet. All retail sales shall be confined to the premises of the structure and no curbside service shall be permitted nor shall there be permitted drive-in windows.

(3) Duly authorized representatives of the city shall have the right to inspect the premises of any licensee under this chapter during the hours when such establishments are open for the conduct of business. (Ord. 90-817, modified, as replaced by Ord. #95-1294, §§ 1 and 2, March 1995; and amended by Ord. #04-2570, March 2004)

8-112. Inspection fees. (1) Inspection fee. There is hereby levied and imposed an inspection fee of five percent (5%) on all purchases of alcoholic beverages by the retailer.

(2) Collection by wholesaler from retailer. The inspection fee shall be collected by the wholesaler from the retailer at the time of the sale or at the time the retailer makes payment for delivery of the alcoholic beverages.

(3) Fees to be held until paid to city. Every such wholesaler shall hold the fees imposed under the authority of this section until paid to the City of Lebanon as hereinafter provided.

(4) Monthly report - payment. Each wholesaler making sales to retailers located within the corporate limits of the City of Lebanon shall furnish the City of Lebanon a report monthly, which report shall contain the following:

- (a) The name and address of the retailer;
- (b) The wholesale price of the alcoholic beverages sold to such retailer;
- (c) The amount of tax due under this section; and
- (d) Such other information as may be required by the commissioner of finance and revenue of the City of Lebanon. The monthly report shall be furnished to the commissioner of finance and

revenue of the City of Lebanon not later than the twentieth (20th) of the month following which the sales were made; and the inspection fees collected by the wholesaler from the retailers located within the City of Lebanon shall be paid to the City of Lebanon at the time the monthly report is made. Wholesalers collecting and remitting the inspecting fee to the City of Lebanon shall be entitled to reimbursement for this collection service a sum equal to five percent (5%) of the total amount of inspection fees collected and remitted, such reimbursement to be deducted and shown on the monthly report to the City of Lebanon.

(5) Failure to report and remit fees. Each wholesaler who fails to collect and/or remit the inspection fee imposed hereunder shall be liable in addition to the tax for a penalty of ten (10) percent of the fee due the City of Lebanon which shall be payable to the City of Lebanon.

The City of Lebanon shall have the authority to audit the records of all wholesalers subject to the provisions of this section in order to determine the accuracy of the monthly report.

(6) Disposition of fee. The commissioner of finance and revenue shall deposit all funds collected hereunder in the general fund. (Ord. 90-817, as amended by Ord. #92-952, July 1992)

8-113. Public drinking and display prohibited. It shall be unlawful for any person to drink any alcoholic beverages or physically and openly possess, display, exhibit or show an unsealed bottle containing any alcoholic beverage in the parking area of any drive-in restaurant or on any public street or sidewalk, or in any public park, playground, theater, stadium, school or school ground. (Ord. 90-817)

8-114. Penalties. Any violation of any section of this chapter, upon conviction, shall be punished according to Tennessee Code Annotated, § 57-3-412. (Ord. 90-817, modified)

8-115. Privilege tax on liquor-by-the-drink. (1) There is hereby levied a tax on the privilege of engaging in the business of selling at retail alcoholic beverages for consumption on premises. For the exercise of such privilege, the following taxes are levied to be paid annually:

Private Club	\$ 300
Hotel and Motel	\$1,000
Convention Center	\$ 500
Premiere Type Tourist Resort	\$1,500

ORDINANCE NO. 16-5220

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO PURCHASE TWO USED VEHICLES FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department for the City of Lebanon has a need for two used vehicles in order to better serve and protect the health, safety and welfare of the citizens of Lebanon; and

WHEREAS, such used vehicles are available at 231 Car Sales for a total amount of \$40,288.00; and

WHEREAS, funds are appropriated in the 2015 – 2016 fiscal year budget.

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

Section 1. The Mayor and Commissioner of Public Works are hereby authorized to purchase two (2) used 2015 Chevy Equinox LT for the Police Department in the amount of Forty Thousand, Two Hundred Eighty-eight Dollars and No Cents (\$40,288.00).

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:

5/03/16

Passed second reading:

ZONING ORDINANCE 16-5186

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON
HIGHWAY 109 SOUTH FROM RS20 – LOW DENSITY SINGLE-FAMILY TO IP –
PLANNED BUSINESS/INDUSTRIAL PARK IN WARD 4**

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 industrial district; and

WHEREAS, the subject property is identified as Commercial, Commercial/Office and
Industrial in the Future Land Use Plan; and

WHEREAS, the property owner is asking for the IP zoning to continue the industrial
zoning on Highway 109 South; 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 IP – Planned Business/Industrial Park to the Mayor and City Council
at their March 22, 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
RS202 – Low Density Single-Family to IP – Planned Business/Industrial Park.

Approximately 252.00 acres more or less, located on unaddressed property on
Highway 109 South as shown on the attached map.

For reference, see Deed Book 1237 Page 566 in the Register's Office of Wilson
County, Tennessee, and being shown as Tax Map 94 Parcel 31, 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 April 29, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on May 17, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

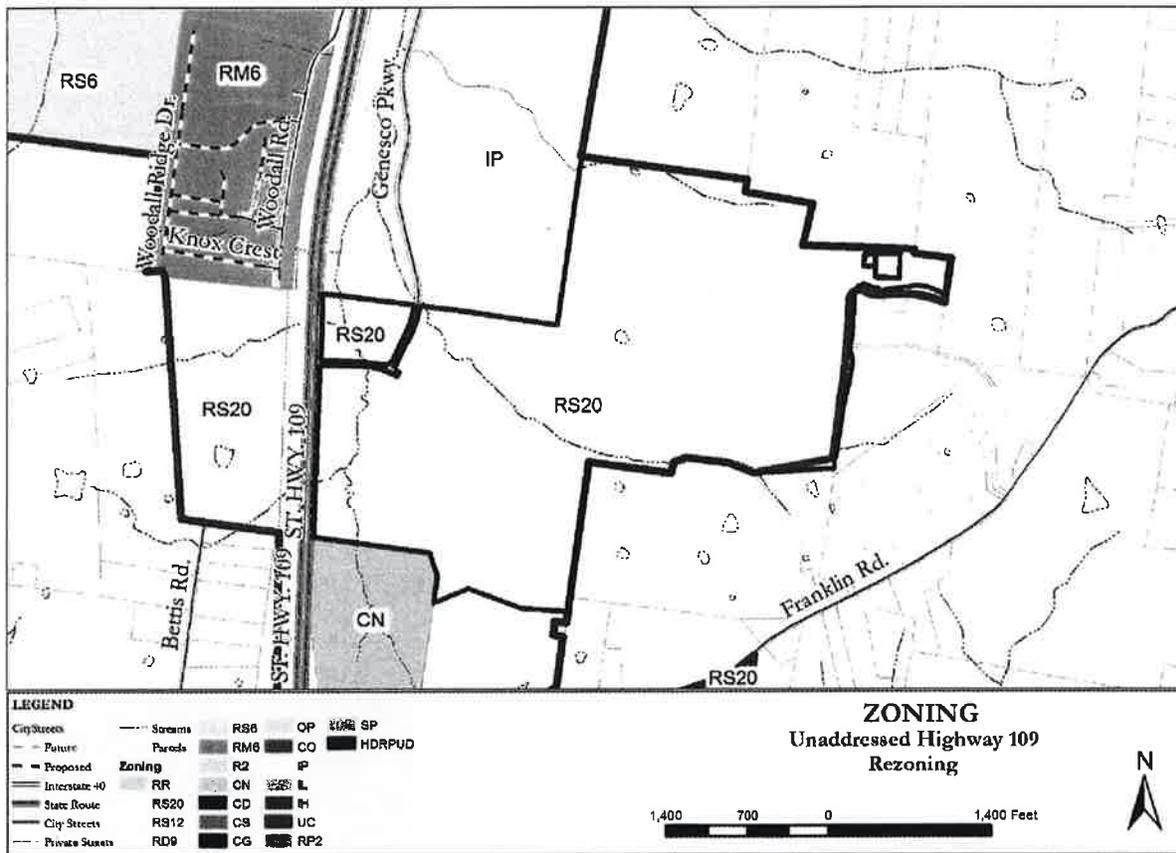
Mayor

Approved as to Form:

Passed first reading: April 19, 2016.

Passed second reading: _____.

City Attorney



\$

Cost of Publication

63.00

PUBLIC NOTICE

In reference to Ordinance No. 16-5186, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on May 17, 2016, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed rezoning of unaddressed property on Highway 109 South from RS20 - Low Density Single-Family to IP - Planned Business/Industrial Park. The public hearing for the proposed rezoning is being conducted pursuant to the laws of the State of Tennessee (TCA 13-7-203 and 13-7-204) and the City of Lebanon, Tennessee. Copies of the map showing the proposed rezoning are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

STATE OF TENNESSEE County of Wilson

Personally appeared before me,

Lisa D. Peters

A Notary Public of Tennessee,
Dave Gould, who being first duly
sworn, made oath that he is President
of *The Wilson Post*, a newspaper, and
that the hereto attached publication
appeared in the same on the following
dates:

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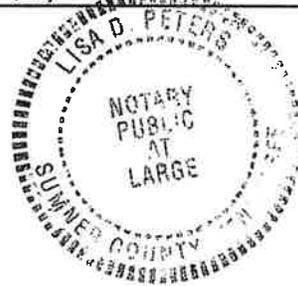
Dave Gould, President

Subscribed and sworn to before me
on the date of:
04/29/2016

Lisa D. Peters

Notary Public, Lisa D. Peters

My commission expires
July 23, 2017



» CLASSIFIEDS

PLACING A CLASSIFIED AD: Classified ads obtained in person, by phone or email from Monday to Friday, 9:00 a.m. to 4:30 p.m.
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PUBLIC NOTICE

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EMPLOYMENT

Topscan LLC, PO Box 1180, Lebanon TN 37088 or fax to: 615-547-6240 hiring Carnival Amuse & Rec Attendants, 10 Temp P/T jobs 12-Jan-16 to 6-Jan-17. Variety of duties TVL carnival. Set-up, tea-down, operate amusement rides. No ED/EXPT REQD, OTTI. Schedule varies

1164 HIRESTOWN ROAD • WESTMORELAND, TN (MACON COUNTY)

ESTATE AUCTION

BRICK HOUSE W/BASEMENT • DETACHED GARAGE • BARR 7.69 ACRES (2 TRACTS) • 1978 GMC SPIRIT • 1998 GMC TRUCK • 1999 LINCOLN • 1993 CHERY TRUCK • 1992 FORD TAURUS • CHEVROLET ENGINE PARTS • GM TRANSMISSION/PARTS • CRAFTSMAN RIDING MOWER • WHEELS • TIRES • MONTE CARLO SS NOSE • OAK ROLL TOP DESK • CHERRY BEDROOM SUITE • WATERFALL BEDROOM SUITE • GLASS DISPLAY CASE • WARDROBE • REFRIGERATOR • OAK END TABLES • PORCELAIN COCA-COLA SIGN • DRIVE-IN CLOCK IRON BED PLUS OTHER PAINTING, FURNITURE, AUTO PARTS AND MORE

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ABSOLUTE AUCTION

MARBLE TOP TABLES • VICTORIAN SOFA • OAK DINING ROOM SUITE
 WASH STAND • 1800'S WALNUT BED • BEDROOM SUITES

ZONING ORDINANCE 16-5187

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING 1680 FRANKLIN ROAD FROM RR –
RURAL RESIDENTIAL AGRICULTURAL TO CG – COMMERCIAL GENERAL IN
WARD 3**

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 subject property is identified as Commercial in the Future Land Use
Plan; and

WHEREAS, the property owner is asking for the CG zoning to continue the commercial
zoning on Franklin 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 to CG - Commercial General to the Mayor and City Council at their
March 22, 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 CG – Commercial General:

Approximately 4.90 acres more or less, located on 1680 Franklin Road as shown
on the attached map.

For reference, see Deed Book 1110 Page 1186 in the Register's Office of Wilson
County, Tennessee, and being shown as Tax Map 81 Parcel 116.03, 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 April 29, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on May 17, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

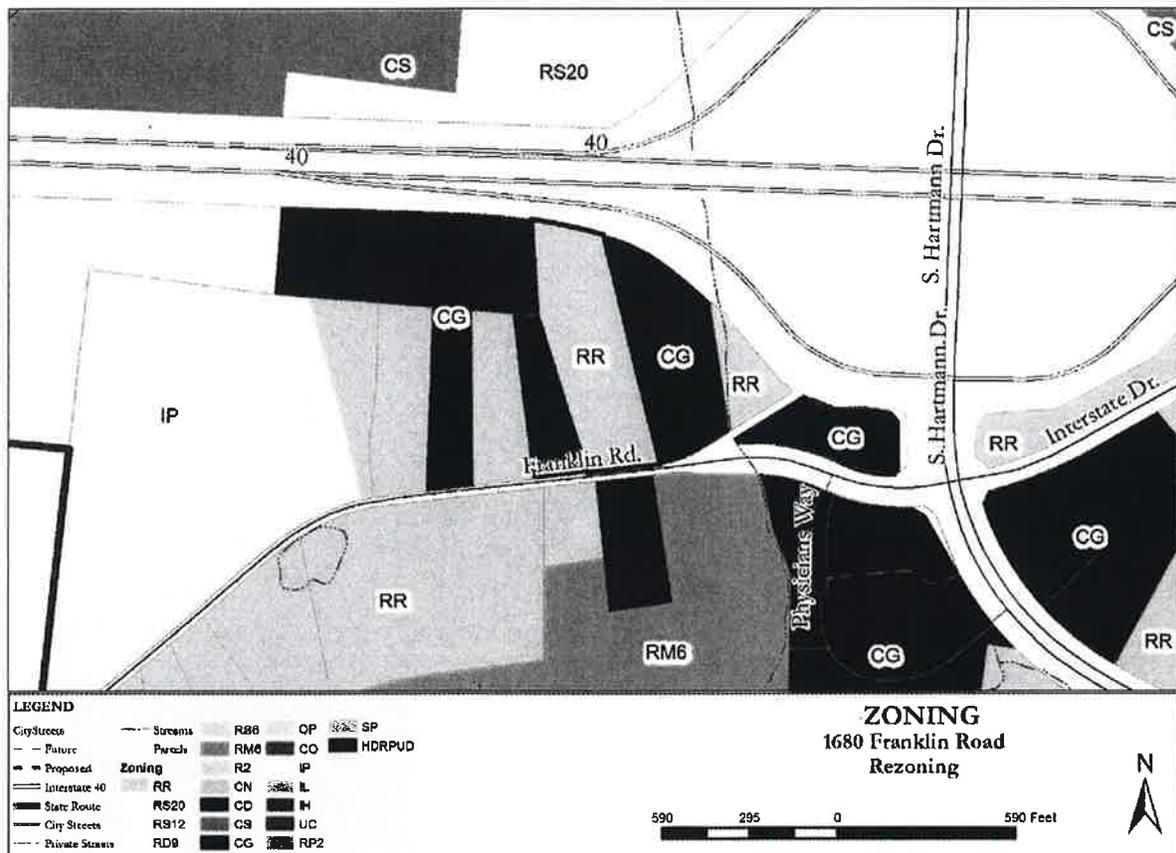
Mayor

Approved as to Form:

Passed first reading: April 19, 2016.

City Attorney

Passed second reading: _____.



Cost of Publication

\$

63.00

PUBLIC NOTICE

In reference to Ordinance No. 16-5187, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on May 17, 2016, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed rezoning of property at 1680 Franklin Road from RR - Rural Residential Agricultural TO CG - Commercial General. The public hearing for the proposed rezoning is being conducted pursuant to the laws of the State of Tennessee (TCA 13-7-203 and 13-7-204) and the City of Lebanon, Tennessee. Copies of the map showing the proposed rezoning are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

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STATE OF TENNESSEE County of Wilson

Personally appeared before me,

Lisa D. Peters

A Notary Public of Tennessee,
Dave Gould, who being first duly
sworn, made oath that he is President
of *The Wilson Post*, a newspaper, and
that the hereto attached publication
appeared in the same on the following
dates:

04/29/2016

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

04/29/2016

Lisa D. Peters

Notary Public, Lisa D. Peters

My commission expires
July 23, 2017



ZONING ORDINANCE 16-5188

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON
MADDOX SIMPSON PARKWAY AND S.E. TATER PEELER ROAD FROM RR –
RURAL RESIDENTIAL AGRICULTURAL TO IL – INDUSTRIAL LIGHT IN WARD 3**

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 industrial district; and

WHEREAS, the subject properties are identified as Commercial/Office in the Future
Land Use Plan; and

WHEREAS, the property owner is asking for the IL zoning to continue the industrial
zoning on Maddox Simpson Parkway and S.E Tater Peeler 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 to IL – Industrial Light District to the Mayor and City Council at their
March 22, 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 IL – Industrial Light:

Approximately 19.00 acres more or less, located on unaddressed property on
Maddox Simpson Parkway and S.E. Tater Peeler Road as shown on the attached
map.

For reference, see Deed Book 463 Page 369, Deed Book 452 Page 968, Deed
Book 417 Page 234, Deed Book 452 Page 968 and Deed Book 1078 Page 136 in
the Register's Office of Wilson County, Tennessee, and being shown as Tax Map
81 Parcels 77.08, 77.10 and 77.15 and Tax Map 92 Parcels 25 and 25.01, 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 April 29, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on May 17, 2016.

Attest:

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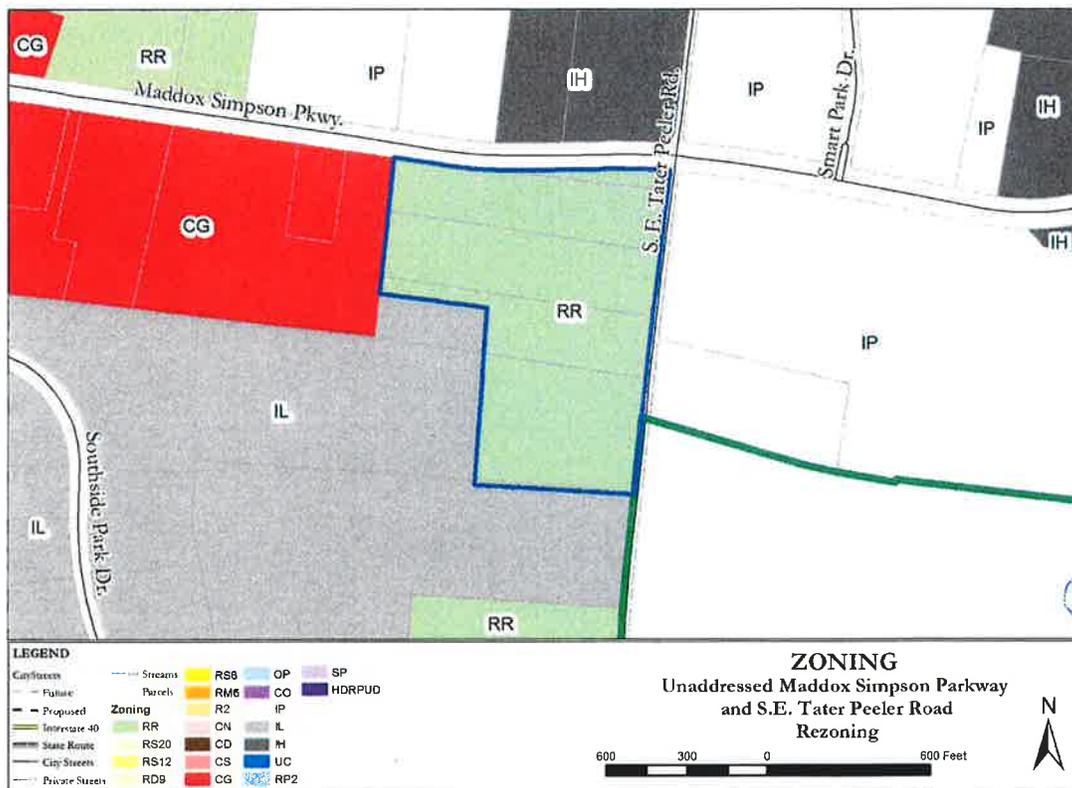
Mayor

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City Attorney

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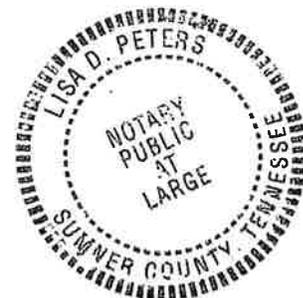
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GLASSWARE & FURNITURE
TEXTS & COMMISSIONS
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ABSOLUTE AUCTION

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 WASH STAND • 1800'S WALNUT BED • BEDROOM SUITES**

COUNTRY ESTATE
RAIN OR SHINE

1164 HIRESTOWN ROAD • WESTMORELAND, TN (MACON COUNTY)

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SELLING ABSOLUTE
TEXT & COMMISSIONS

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Topscan LLC, PO Box 1180, Lebanon TN 37088 or fax to: 615-547-6240 Hiring Carnival, Amuse & Rec Attendants. 10 Temp P/T Jobs 12-Jun-16 to 6-Jan-17. Variety of duties TVL carnival. Set-up, tear-down, operate amusement rides. No ED/EXP REQD, O/T/JT. Schedule varies

ZONING ORDINANCE 16-5189

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING THE AREA BETWEEN LEBANON ROAD (HIGHWAY 70), HIGHWAY 109 AND THE NASHVILLE EASTERN RAILROAD FROM IC – INDUSTRIAL/COMMERCIAL TO RMU- RESIDENTIAL MIXED USE

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 IC and RMU in the Future Land Use Plan; and

WHEREAS, this area is located in near the Music City Star Station making it a prime spot for Transit Oriented Development (TOD); and

WHEREAS, the Future Land Use Plan designates RMU as the future land use classification for TODs; and

WHEREAS, this area is adjacent to land with the classification of RMU 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 March 22, 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 57.86 acres between Lebanon Road (Highway 70), Highway 109 and the Nashville Eastern Railroad is changed from IC to RMU 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 April 29, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on May 17, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

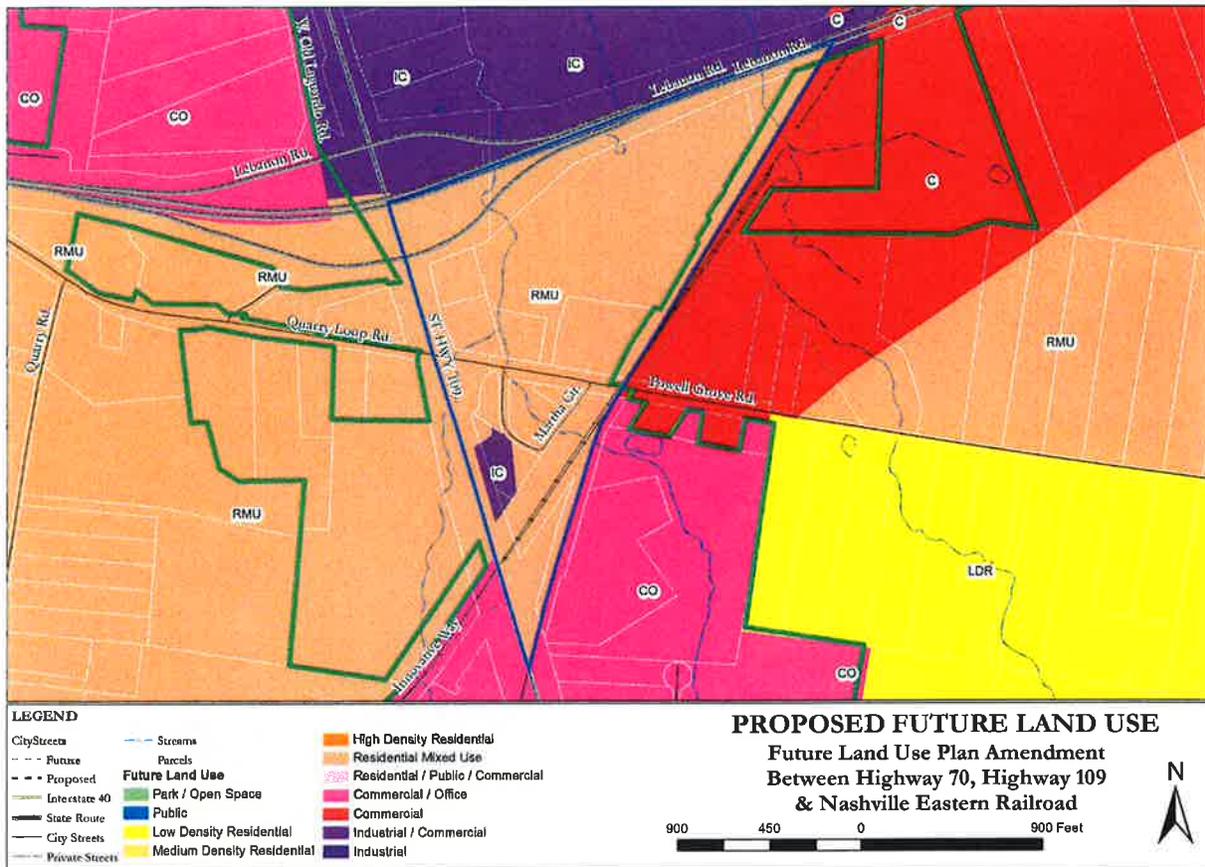
Mayor

Approved as to Form:

Passed first reading: April 19, 2016.

City Attorney

Passed second reading: _____.



\$

Cost of Publication

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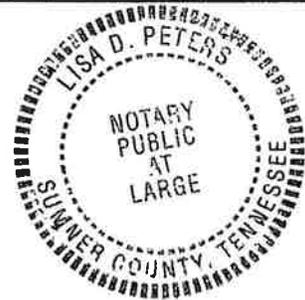
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EMPLOYMENT

Topscan LLC, PO Box 1180,
 Lebanon TN 37088 or fax to: 615-
 547-6240 hiring Carnival Amuse
 & Rec Attendants. 10 Temp
 F/T jobs 12-Jun-16 to 6-Jan-17.
 Variety of duties TVL carnival.
 Set-up, tear-down, operate
 amusement rides. No ED/EXEP
 REQD, OT/TT. Schedule varies

CERTIFICATE OF COMPLIANCE

RETAIL PACKAGE STORE

Pursuant to Tennessee Code Annotated, Title 57, §§57-3-208 and 57-3-213, this is to certify that:

Name of Applicant: Mahendrakumar R. Patel
Home Address: 429 Valley Spring Dr
mt Juliet TN 37122
(City) (State) (Zip)
Date of Birth: 10/07/1961 SSN: [REDACTED]

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the County of Wilson, State of Tennessee, at 622 South
Cumberland St. Lebanon TN 37087
(Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period, immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

MAJORITY OF CITY COUNCIL OR COMMISSION MEMBERS

Member of Legislative Body of Municipality

MAIL TO:
Alcoholic Beverage Commission
Davy Crockett Tower
500 James Robertson Parkway, 3rd floor
Nashville, Tennessee 37243

CITY OF LEBANON
POLICE DEPARTMENT REPORT ON
LIQUOR STORE COMPLIANCE APPLICANT

NAME: Mahendrakumar R. Patel
ADDRESS: 429 Valley Spring Dr.
Mt Juliet, TN 37122
DATE OF BIRTH: 10/7/1961
SOCIAL SECURITY NO. [REDACTED]
DRIVER'S LICENSE NO. TN # [REDACTED]
TELEPHONE NO. 615-480-0959
BUSINESS LOCATION: Super Cheap Cigarettes
622 South Cumberland St, Lebanon, TN 37087

Information received from background check:

A check of our files shows
no record on the applicant.
Debra Jolley
Lebanon Police Department

Approval / RMM Disapproval _____

Reasons for Disapproval: _____

Signed: Debra Jolley
Position: Records Clerk
City of Lebanon
Police Department

Date: 5-2-16



CITY OF LEBANON

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES AT RETAIL
UNDER CHAPTER 257, PUBLIC ACTS OF 1963, SECTIONS 57-801-819, T.C.A. and LEBANON MUNICIPAL
CODE TITLE II, CHAPTER 1.

Date 4/26/16

I (We), mahendrakumar R. Patel, hereby make application for a license to sell alcoholic beverages at retail in the year 16 at the following location:

Name of Store Super Cheap Cigarettes

Business Address (No P.O. Box) 622 South Cumberland St, Lebanon TN, 37087

Business Phone Number: 615-~~480~~-644-6344

City Lebanon County Wilson State TN Zip Code 37087

Each of the following questions must be fully answered.

1. Have you been a resident of Wilson County for at least 5 years? Yes No
2. Do you hold a public office, either appointive or elective? Yes Please describe _____
 No
3. Are you a public employee, either Federal, State, County or City? Yes Please identify _____
 No
4. Have you, any partner(s), or any other person having any kind of interest in your business even been convicted for any offense under the laws of the State of Tennessee or of any other State of the United States?
 Yes Please describe _____
 No
5. Have you, any partner(s), or any other person having any kind of interest in this business been convicted of any offense under the laws of the State of Tennessee, or of any other State, or of the United States prohibiting or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling of intoxication liquors within ten (10) years preceding the date of this application?
 Yes Please describe _____
 No

11. Do you sub-lease or allow anyone to occupy any of the space covered in this lease ? ___ Yes No

12. Who will be in active control in the management of the Business ? Mahendrakumar R. Patel

13. Give the name and addresses of any other businesses in which you or your partners, if any, are actively engaged:

(Name) (Address) (City) (State) (Zip Code)

(Name) (Address) (City) (State) (Zip Code)

14. Do you employ some person not otherwise connected with your store who is responsible for the accounting of received funds, financial liabilities, payment of taxes, governmental financial reporting, and financial statements of your Business ? ___ Yes Please identify _____
 No

15. Do you agree to accept full responsibility for the action of any member of the partnership, if any, or any person employed by you in the conducting of your business ? ___ Yes ___ No

16. If this is an application for a renewal license, please state whether or not you received any financial assistance, loans or otherwise during the previous year ? ___ Yes No

17. If the answer to Question 15. (above) is "Yes," state all facts and details in connection with said financial assistance, loans, or otherwise:

18. If you are indebted to the State of Tennessee or the C
the amount: Due to _____
Due to _____

19. Give name and addresses of any relative employed b

(Name) (Address)

(Name) (Address)

20. Give 3 personal references, including name, address
least 5 years and who can attest to your good moral c

(Name) (Address) (C

(Name) (Address) (C

(Name) (Address) (C

References:

Sudhir A. Patel
443 Adamwood dr
Nashville, TN 37211
706 - 403 - 8104

Ketul B. Patel
452 Adamwood dr
Nashville, TN 37211

Sqm Patel mere
1400 Windermere Dr.
Columbia TN, 38401
931 - 374 - 1205

All data, written statements, affidavits, evidence, or other documents submitted in support hereof shall be deemed to be part of this Application.

The applicant agrees that the place for which this application is made will be operated in conformity with Chapter 257, Public Acts of 1963, with Title II, Chapter 1 of the Lebanon Municipal Code, and in conformity with all applicable rules and regulations made pursuant to law which are now, or may hereafter, be in force.

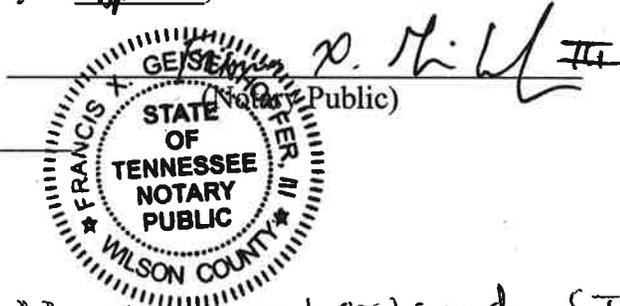
Mahendrakumar R. Patel
(Name of Applicant)

429 Valley Spring Dr
(Street Address)

MT Juliet TN 37122
(City) (State) (Zip Code)

Subscribed and sworn to before me this 27th day of April,

My commission expires: 12/23/18



Retail Site Information:

1) What is the address of proposed location: 622 S. Cumberland ST - Lebanon TN - 37087

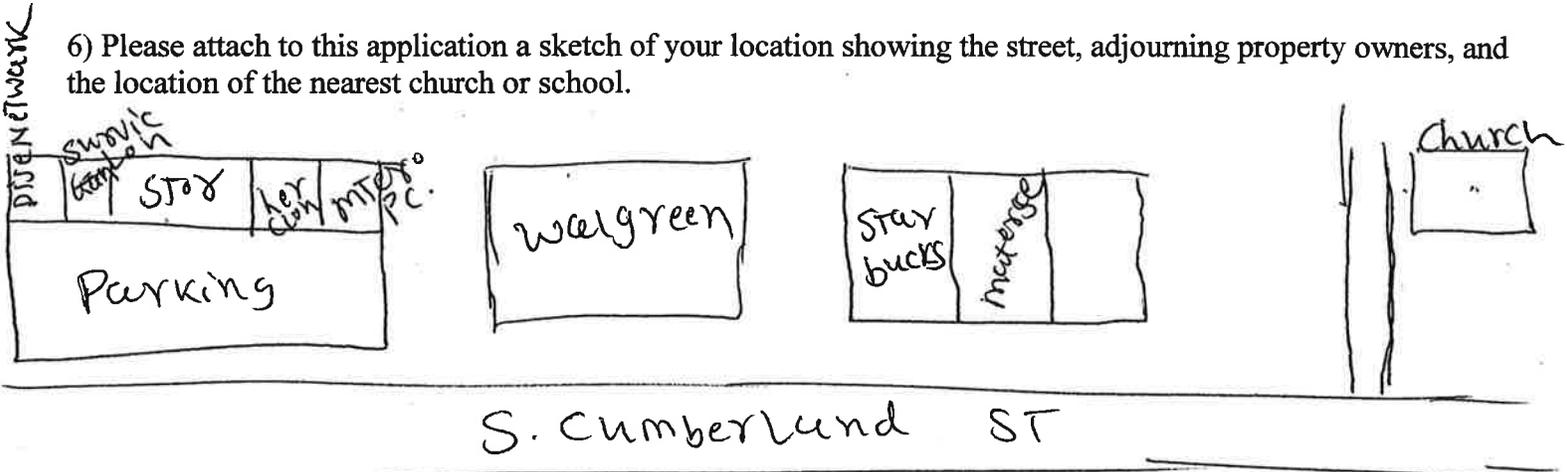
2) Who are all of the adjoining property owners? Joe Adams

3) What is the name of and distance to (measured in a straight line from your front door) the nearest church or school? Church and/or school Southside School Distance 3 MI

4) What is the square footage of your building? 2500

5) How many public entrances does your building have and to what street(s)? 3 S. Cumberland ST

6) Please attach to this application a sketch of your location showing the street, adjoining property owners, and the location of the nearest church or school.



COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 4th day of September, 2010

BETWEEN:

**South Cumberland Properties, LP of 133 1/2 Public Square, Lebanon,
TN 37087**
Telephone: (615) 627-6249
(the "Landlord")

OF THE FIRST PART

- AND -

Ashok Patel of 102 Turning Leaf Way, Hendersonville, TN 37211
Telephone: (615) 423-6555
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Basic Terms

1. The following basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: South Cumberland Properties, LP
 - b. Address of South Cumberland Properties, LP: 133 1/2 Public Square, Lebanon, TN 37087
 - c. Tenant: Ashok Patel
 - d. Address of Al Patel: 102 Turning Leaf Way, Hendersonville, TN 37211
 - e. Operating Name of Ashok Patel: Super Cheap Cigarettes
 - f. Term of Lease: Ends on August 31, 2015

- g. Commencement Date of Lease: September 1, 2010
- h. Base Rent: \$1,100, payable per month
- i. Permitted Use of Premises: retail use to include sale of cigarettes, beer and miscellaneous convenience items
- j. Advance rent: None
- k. Security/Damage Deposit: None

Definitions

2. When used in this Lease, the following expressions will have the meanings indicated:
- a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 622 South Cumberland St., Lebanon, TN 37087, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and

which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 622 South Cumberland St., Lebanon, TN 37087.

Intent of Lease

- 3. It is the intent of this Lease and agreed to by the parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: retail use to include sale of cigarettes, beer and miscellaneous convenience items.
Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- 5. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 6. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for

the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.

7. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made expeditiously as is reasonably possible.
8. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

9. The term of the Lease commences at 12:00 noon on September 1, 2010 and ends at 12:00 noon on August 31, 2015.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month notice to the other party.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1,100.00, payable per month, for the Premises (the "Base Rent").
12. The Tenant will pay the Base Rent on or before the fifth day of each and every month of the term of this Lease to the Landlord at 133 1/2 Public Square, Lebanon, TN 37087, or at such other place as the Landlord may later designate.

13. The Base Rent for the Premises will increase over the Term of the Lease as follows: First Year - \$1,100.00, Second through Fifth Year - \$1,200.00.
14. The Tenant will be charged an additional amount of \$100.00 for any late payment of Rent.
15. In the event that this Lease commences, expires or is terminated before the end of the period for which any item of Additional Rent or Base Rent would otherwise be payable or other than at the commencement or end of a calendar month, such amounts payable by the Tenant will be apportioned and adjusted pro rata on the basis of a thirty (30) day month in order to calculate the amount payable for such irregular period.
16. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

17. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Super Cheap Cigarettes and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

19. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

20. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 3 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 3 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
21. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 10 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless the Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
22. If and whenever:
- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
 - b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct

business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business; or

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

23. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

24. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

25. If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

26. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Additional Rights on Reentry

27. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease

remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;

- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.
28. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours prior written notice to the Tenant.
29. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Renewal of Lease

30. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional (5) five year term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. The rent for the additional (5) five year term to expire August 31, 2020 will be \$1,500 per month paid monthly.

Landlord Improvements

31. The Landlord will make the following improvements to the Premises:
- a. As soon as practical and feasible, and if required by the City of Lebanon, Landlord will install a "back flow prevention" device inside the premises. Landlord will also make any revisions to the bathroom to make sure they are compliant with handicap requirements and meet City of Lebanon codes if required by the City of Lebanon. Landlord will also install necessary emergency exit signs as required, if required by the City of Lebanon. Tenant will be responsible for any other items which may be necessary to meet building codes in order to obtain necessary business license, including but not limited to the purchase of a fire extinguisher.

Tenant Improvements

32. The Tenant will make the following improvements to the Premises:

- a. The Tenant may install a walk-in cooler. Any improvements which would require alterations to the electrical system must meet local codes, be inspected by the landlord and are entirely at the expense of the Tenant.

33. All improvements provided by the Tenant will revert to the Landlord at the end of the Lease except for the following:

Utilities and Other Costs

34. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, Internet and cable.

Signs

35. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

36. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.

Tenant's Insurance

37. The Tenant will, during the whole of the term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the jurisdiction where the Premises are located: (a) Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$750,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease. (b) All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage. (c) Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises. (d) Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

38. The Tenant's policies of insurance hereinbefore referred to will contain the following:

- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
- b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
- c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and

- d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days written notice stating when such cancellation will be effective.
39. The Tenant will further during the whole of the term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
 40. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
 41. The Tenant will not at any time during the term of this Lease use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

42. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the term:
 - a. extended fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;

- b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
 - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
43. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

44. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

45. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant

will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

46. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
47. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

48. The Tenant will not register this Lease, provided, however, that:
- a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

49. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

50. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

51. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any builders' or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building.
52. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
53. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
54. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

55. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

56. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Twelve (12%) per cent per annum from the due date until paid.

Governing Law

57. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

58. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Texas (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

59. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

60. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

61. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Premises

62. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

63. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

64. If during the term of this Lease, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to

constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the term of this Lease, but the parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

65. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

66. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
67. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as

Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

68. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
69. The Tenant will not make or have others make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
70. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
71. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
72. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
73. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

74. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Maintenance

75. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

76. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

77. Major maintenance and repair of the Premises involving anticipated or actual costs in excess of \$1000.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.

78. The Tenant will also perform the following maintenance in respect to the Premises: Tenant is responsible for all maintenance inside the premises. Landlord will be responsible for maintenance and repair of mechanical systems related to heating and air conditioning unit. Tenant will be responsible for replacement on a regular basis all air filters associated with the mechanical systems and any damage as a result of neglect of the air filter replacement will become the responsibility of the tenant. Proper notice of mechanical system repairs should be made to Landlord and Landlord will have a reasonable time to facilitate repairs.

Care and Use of Premises

79. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

80. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

81. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner. Landlord does not provide any method for trash disposal. Tenant is responsible for

working with the City of Lebanon for trash disposal and may, upon consultation with the Landlord, provide for private waste disposal.

82. The Tenant will not engage in any illegal trade or activity on or about the Premises.
83. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
84. The hallways, passages and stairs of the building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

85. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other righter remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions,

improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the term of this Lease.

Hazardous Materials

86. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

87. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

88. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and 102 Turning Leaf Way, Hendersonville, TN 37211 after this tenancy is terminated. The phone number of the Tenant is (615) 423-6555; and
 - b. the address for service of the Landlord is 133 1/2 Public Square, Lebanon, TN 37087, both during this tenancy and after it is terminated.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

89. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

90. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Remedies Cumulative

91. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

92. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

93. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
94. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.

95. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
96. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
97. All schedules to this Lease are incorporated into and form an integral part of this Lease.
98. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
99. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
100. Time is of the essence in this Lease.
101. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the parties to this Agreement have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of _____, _____.

South Cumberland Properties, LP (Landlord)

x MR Patel
(Witness)

[Signature] 9-4-10

(Witness)

[Signature] 9-4-10
Al Patel (Tenant)

CERTIFICATE OF COMPLIANCE

RETAIL PACKAGE STORE

Pursuant to Tennessee Code Annotated, Title 57, §§57-3-208 and 57-3-213, this is to certify that:

BAPA, 2, LLC
D/B/A - SPARTA PIKE WINE & SPIRITS
Name of Applicant: PRINCIPAL OFFICER SOLO MEMBER RITA PATEL
Home Address: 320 - DANDELION DR
LEBANON T.N. 37087
(City) (State) (Zip)
Date of Birth: 05-21-1975 SSN: [REDACTED]

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the County of WILSON, State of Tennessee, at 1318 - SPARTA PIKE, LEBANON, T.N. 37090
(Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period, immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

MAJORITY OF CITY COUNCIL OR COMMISSION MEMBERS

Member of Legislative Body of Municipality

MAIL TO:
Alcoholic Beverage Commission
Davy Crockett Tower
500 James Robertson Parkway, 3rd floor
Nashville, Tennessee 37243

CITY OF LEBANON
POLICE DEPARTMENT REPORT ON
LIQUOR STORE COMPLIANCE APPLICANT

NAME: Rita Patel
ADDRESS: 320 Dandelion Dr
Lebanon, TN 37087
DATE OF BIRTH: 5-21-1975
SOCIAL SECURITY NO. [REDACTED]
DRIVER'S LICENSE NO. [REDACTED] TN
TELEPHONE NO. 615-9167-6268
BUSINESS LOCATION: Sparta Pike Wine Spirits
1318 Sparta Pike, Lebanon, TN 37087

Information received from background check:

11-8-14 domestic - offender
5-7-08 domestic assault - victim
8-17-12 domestic trouble victim

Approval  Disapproval _____

Reasons for Disapproval: _____

Signed: Debra Jolley
Position: Records Clerk
City of Lebanon
Police Department

Date: 5-2-16



CITY OF LEBANON

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES AT RETAIL
UNDER CHAPTER 257, PUBLIC ACTS OF 1963, SECTIONS 57-801-819, T.C.A. and LEBANON MUNICIPAL
CODE TITLE II, CHAPTER 1.

Date 04-26-16

I (We), RITA PATEL MEMBER OF BAPA 2 LLC, hereby make application for a license to sell alcoholic beverages at retail in the year 2016 at the following location:

Name of Store SPARTA PIKE WINE & SPIRITS

Business Address (No P.O. Box) 1318-SPARTA PIKE

Business Phone Number: 615-444-0006

City LEBANON County WILSON State T.N. Zip Code 37090

Each of the following questions must be fully answered.

1. Do you hold a public office, either appointive or elective? Yes Please describe _____
 No
2. Are you a public employee, either Federal, State, County or City? Yes Please identify _____
 No
3. Have you, any partner(s), or any other person having any kind of interest in your business even been convicted for any offense under the laws of the State of Tennessee or of any other State of the United States? Yes Please describe _____
 No
4. Have you, any partner(s), or any other person having any kind of interest in this business been convicted of any offense under the laws of the State of Tennessee, or of any other State, or of the United States prohibiting or regulating the sale, possession, transportation, storing, manufacturing or otherwise handling of intoxication liquors within ten (10) years preceding the date of this application? Yes Please describe _____
 No
5. Have you, any partner(s), or any other person having any kind of interest in this business been engaged in business alone, or with others in violation of any laws, or rules and regulations of the State of Tennessee, prohibiting or regulating the sale, possession, transportation, manufacturing, or otherwise handling intoxicating liquors within ten (10) years of preceding the date of this application? Yes Please describe _____
 No

10. Do you sub-lease or allow anyone to occupy any of the space covered in this lease? Yes No

11. Who will be in active control in the management of the Business? RITA PATEL

12. Give the name and addresses of any other businesses in which you or your partners, if any, are actively engaged:

NONE

(Name)	(Address)	(City)	(State)	(Zip Code)

13. Do you employ some person not otherwise connected with your store who is responsible for the accounting of received funds, financial liabilities, payment of taxes, governmental financial reporting, and financial statements of your Business? Yes No Please identify _____

14. Do you agree to accept full responsibility for the action of any member of the partnership, if any, or any person employed by you in the conducting of your business? Yes No

15. If this is an application for a renewal license, please state whether or not you received any financial assistance, loans or otherwise during the previous year? Yes No

16. If the answer to Question 15. (above) is "Yes," state all facts and details in connection with said financial assistance, loans, or otherwise:

NO

17. If you are indebted to the State of Tennessee or the City of Lebanon for any tax, state who it is owed to and the amount: Due to NO Amount \$ _____
Due to _____ Amount \$ _____

18. Give name and addresses of any relative employed by the City of Lebanon:

NONE

(Name)	(Address)	(City)	(State)	(Zip Code)

19. Give 3 personal references, including name, address and telephone number, who have known you for at least 5 years and who can attest to your good moral character:

MAHESH Patel 78-27 266-57 GLENCAKS N.Y. 11004
(Name) (Address) (City) (State) (Zip Code) (Interest)

Susany Patil 2239-6844 Cliff DR. Franklin T.N. 37064
(Name) (Address) (City) (State) (Zip Code) (Interest)

ASHOK Patil 110-Cedarwood DR. Lebanon T.N. 37087
(Name) (Address) (City) (State) (Zip Code) (Interest)

All data, written statements, affidavits, evidence, or other documents submitted in support hereof shall be deemed to be part of this Application.

The applicant agrees that the place for which this application is made will be operated in conformity with Chapter 257, Public Acts of 1963, with Title II, Chapter 1 of the Lebanon Municipal Code, and in conformity with all applicable rules and regulations made pursuant to law which are now, or may hereafter, be in force.

Rita Park
(Name of Applicant)

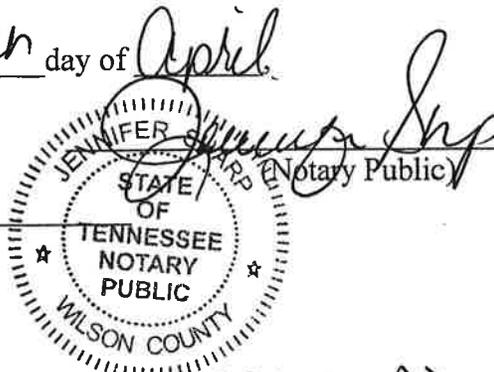
320 Pandemon Dr
(Street Address)

Lebanon TN 37087
(City) (State) (Zip Code)

Subscribed and sworn to before me this 29th day of April

My commission expires:

2/4/19



Retail Site Information:

1) What is the address of proposed location: 1318 SPARTA PIKE

2) Who are all of the adjoining property owners? JACK R - CUTO

3) What is the name of and distance to (measured in a straight line from your front door) the nearest church or school? Church and/or school CALVARY BAPTIST CHURCH Distance 1 - MILE

4) What is the square footage of your building? 4050.00

5) How many public entrances does your building have and to what street(s)? ONE

6) Please attach to this application a sketch of your location showing the street, adjoining property owners, and the location of the nearest church or school.



SPARTA PIKE.

2 - CHURCH
3 - MILE

LEASE AGREEMENT

Subject to the terms and conditions hereinafter set out, THIS LEASE AGREEMENT is made and entered into this 1ST day of May, 2016, by and between CATO INDUSTRIAL DEVELOPMENT, LLC, Wilson County Tennessee, (hereinafter called "LESSORS") and Rita Patel, Owner, BAPA2, LLC, d.b.a. Sparta Pike Wine and Spirits, licensed to do business in the State of Tennessee (hereinafter called "LESSEE").

Whereas, the Lessors are the owners of Eastland Hills Center #2 (a parcel of land on Sparta Pike, Lebanon, Wilson County, Tennessee, and improvements located thereon), including but not limited to units D, E and F (1314, 1316 and 1318) of a six unit building containing 1,350 square feet per unit for a total of 4,050 sq. ft. (mailing address 1318 Sparta Pike, Lebanon, TN 37090) hereinafter referred to as the "Leased Premises." In consideration of the mutual undertakings and covenants hereinafter contained and the acts to be performed hereunder, Lessors and Lessee hereby agree to the within Lease Agreement for the Leased Premises.

1. The lease period shall be for a term of sixty (60) months, lease period to commence June 1, 2016, with a monthly rental sum of three thousand and five hundred dollars (\$3,500.00) due and payable in advance on or before the first (1st) day of each month until the expiration of this lease with the option for two (2) five (5) year lease periods, the first five year option with a monthly rental sum of three thousand, six hundred dollars (\$3,600.00) and the second five year option with a monthly rental sum of three thousand, seven hundred dollars (\$3,700.00) per month due and payable in advance on or before the first (1st) day of each month. The first rental payment will be due May 1, 2016.

Mail lease payments to: Jack R. Cato, President
Cato Industrial Development, LLC
212 South Maple St.
Lebanon, TN 37087

2. No act of Lessor, including the acceptance of rent, shall have the effect of creating in Lessee any interest in the Leased Premises other than that of a tenant from month to month.

3. Lessee shall not permit any lien to become attached to or filed against the Leased Premises and shall indemnify and save harmless Lessors against any costs, expense, or liability, including reasonable attorney's fees, in connection with the discharge of any such lien.

4. Lessee shall occupy the Premises throughout the full term of the lease and shall use the Leased Premises in a careful and proper manner for the operation of Sparta Pike Spirits, LLC ("Business"), a package liquor store, in full compliance

with all governmental authorities having jurisdiction. No other use will be permitted without the prior written consent of Lessors which consent shall not be unreasonably withheld.

5. This lease may not be assigned, and the Leased Premises may not be sublet, partially or fully, without prior written consent of the Lessors, which consent shall not be unreasonably withheld or delayed. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of this lease.

6. Lessors shall have all of the rights provided for protection of landlord's interest under local state law, specifically including a lien for payment of rental.

7. Each of the following acts of omissions of Lessee or occurrences shall constitute an "Event of Default."

(I.) Failure to timely pay rent or other payments hereunder if such failure continues for a period of fifteen (15) days following the receipt of written notice by Lessors of such failure. However, Lessee shall pay a late fee at the rate of 7% per month of the amount past due if payment is not made within fifteen (15) days of the due date;

(II.) Failure to perform or observe any other covenant, obligation, or condition of this Lease by Lessee if such failure continues for a period of thirty (30) days following receipt of written notice by Lessors of such failure;

(III.) The filing or execution or occurrences of a petition in bankruptcy, arrangement, reorganization, or other insolvency proceeding by or against Lessee [unless such is dismissed within sixty (60) days]; or an assignment for the benefit of creditors; or a petition or other proceeding by or against Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or any of the Lessee's property [unless such is dismissed within sixty (60) days].

8. Upon the occurrence of any Event of Default, Lessors shall have the option, in addition to any other remedy of right given hereunder of by law or equity, to:

(I) Terminate this Lease, in which event Lessee shall immediately surrender possession of the property to Lessors; or

(II) Re-enter and take possession of the property, with or without having terminated the Lease.

If Lessors elect to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Lessee shall be liable for and shall pay to

Lessors, the sum of all rent and other indebtedness accrued to the date of such termination.

Any forbearance or failure of Lessors to enforce its rights under this Lease shall be deemed a waiver of such rights and shall not constitute a waiver of its rights to proceed against Lessee for any act of default then existing or thereafter occurring.

9. It is understood and agreed between the parties that Lessors will pay the City and County property taxes levied against the building, real property and improvements.

10. Lessors shall pay for fire and extended insurance coverage on the Leased Premises covering all structures and improvements, payable to the Lessors. Lessee shall carry such coverage on its contents as it shall desire.

11. Lessee shall, at his own expense, keep vinyl graphics (Business Name) installed in the box sign mounted on the face of the building. The signs are to conform to the existing building signage and must be kept lighted at all times.

12. All services, including heat, air conditioning, hot and cold water, electricity, gas, garbage, telephones, or special fees, metering charges, sprinkler fees or bonds, or utility charges of any nature used on the Leased Premises and all repairs shall be paid for by Lessee. Lessee further agrees to keep heat in the building of a sufficient degree to protect the water and plumbing system and other parts of the building from damage caused by freezing or other conditions caused by any failure to adequately heat the building.

13. It is understood and agreed between the parties that the Lessee will take all reasonable care of the Leased Premises and Lessee shall keep the Leased Premises and adjacent ground and parking lot in the vicinity of same in a good, clean, and sanitary condition and appearance, free from dirt, filth, waste, any flammable, dangerous or detrimental material, also from noxious or objectionable odors. Lessee will arrange for trash storage and pickup and will be responsible for keeping any dumpster bins and the adjacent areas clean and free from trash and spillage.

No materials, bins, merchandise, or other property of the Lessee may be kept outside the building. Sidewalks and entrances are to be clear for pedestrians.

14. It is further understood and agreed between the parties that the Lessee shall be responsible for any and all damage done to said property by the Lessee or any of its employees, customers, or invitees due to any negligent act of said Lessee, employee, customer, or invitee.

15. Lessee covenants and agrees that it will observe and comply with all laws, orders, rules and regulations of any governmental authority relating to the demised premises, and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon. Including in the foregoing without limitation thereof, Lessee covenants and agrees that it will comply with all applicable local, state and federal environmental laws, regulations, ordinances and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substance.

16. Lessee agrees to hold harmless and indemnify Lessors from and against any liability or loss, including counsel fees incurred in good faith by the Lessors, arising out of negligence, willful misconduct or cause associated with Lessee's business or its use of the Leased Premises.

17. Lessee, at its expense, agrees to provide at all times during the term of this lease comprehensive general liability insurance in reasonable amounts satisfactory to Lessors naming Lessors as additional insured to protect Lessors from risks customarily covered by such insurance.

18. It is expressly understood that Lessee shall maintain a safe condition of the Leased Premises. Lessee must maintain proper Workers Compensation Insurance covering all persons employed by Lessee in and about the demised premises.

19. Lessors shall be responsible for structure repairs and any damage caused by Lessors or any of its agents due to any negligent act of said Lessors or agents.

20. Lessors shall have the right to enter upon the Leased Premises for the purpose of inspection or making such improvements, and repairs of the Leased Premises as Lessors may deem reasonably necessary or advisable upon giving reasonable notice.

21. Upon termination of the Lease, by expiration of its term, or otherwise, Lessee shall redeliver to Lessors the Leased Premises in good order and condition, cleared of debris and broom clean, and shall make good all damages to the Leased Premises, ordinary wear and tear excepted, and shall remain liable for holdover rent until the Leased Premises shall be returned in such order to Lessors.

22. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing, and shall be given by mailing such notices or consents by certified mail to the parties as follows:

Lessors: Jack R. Cato, President
Cato Industrial Development, LLC
212 South Maple Street
Lebanon, TN 37087

Lessee: Rita Patel
520 Dandelion Dr.
Lebanon, TN 37087
615-967-6268

23. Lessors warrant and represent that the Leased Premises comply with all laws, including without limitation, the ADA and any and all environmental laws.

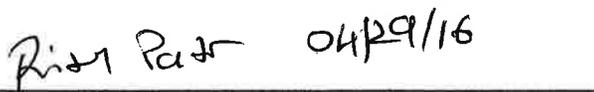
24. This lease is contingent on Rita Patel qualifying for and obtaining a license to own and operate a package liquor store at this location in Lebanon, Wilson County, Tennessee.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed by its authorized representative, this Lease Agreement as of the day and date first above written.

LESSORS:


CATO INDUSTRIAL DEVELOPMENT, LLC
JACK R. CATO, President

LESSEE:


Rita Patel, Owner
Sparta Pike Spirits, LLC

ORDINANCE NO. 16-5212

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON APPROVING
A PAYMENT IN LIEU OF TAXES (PILOT) PROGRAM FOR THE
LEBANON HOUSING AUTHORITY**

WHEREAS, the Lebanon Housing Authority (“LHA”) is authorized by *Tennessee Code Annotated § 13-20-104* et seq., as amended (the “ACT”), among other things, to establish a payment in lieu of ad valorem taxes program (“LHA PILOT”); and

WHEREAS, the LHA, so that it may continue its public benefit purposes of providing safe, decent, and affordable housing for low and moderate income families within the City of Lebanon, and such purposes to be furthered by providing the LHA PILOT restricted exclusively for projects developed through the assistance of low-income housing tax credits (“LIHTC”), under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the LHA has been approved to provide (i) payment in lieu of taxes (“PILOT”) from lessees operating LIHTC property deemed to be in furtherance of the LHA’s public purposes and (ii) the maximum term of the LHA PILOT shall be fifteen (15) years; and

WHEREAS, pursuant to authorization under the Act, upon the acquisition of such facilities by the LHA, the facilities become exempt from all property taxation pursuant to the Act. Contemporaneously, the LHA shall enter into a lease agreement, dated as of approximately even date with the PILOT (the “PILOT Lease Agreement”) with the Lessee setting forth certain rights and responsibilities between the parties; and

WHEREAS, the Lessee is requesting the LHA to enter into the PILOT for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 1640 W. Main Street, Lebanon, Wilson County, Tennessee 37087 (the “Project”); and

WHEREAS, upon LHA determining that the Lessee is operating a low-income housing tax credit property and the Lessee is willing to pay a PILOT on the Project in the amounts referenced in Exhibit A, the LHA is authorized to enter the PILOT Lease Agreement; and

WHEREAS, the Act allows the LHA to enter into PILOTs in furtherance of the LHA’s purposes set forth in the Act.

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

Ord. No. 16-5212

Page 2

Section 1. That the City Council of Lebanon, Tennessee, hereby approves the request to enter into the PILOT upon LHA determining the Lessee is operating a low-income housing tax credit property for the purposes of the maintenance and continued development of certain qualified multi-family residential facilities for low and moderate income persons located at 1640 W. Main Street, Lebanon, Wilson County, Tennessee 37087, based upon forms to be approved by the Lebanon City Attorney.

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: _____

EXHIBIT A

PILOT PAYMENTS

Greentree Pointe

Address: 1640 West Main St, Lebanon, TN 37087

Owner: Greentree Point LTD

C-Map: 57

Parcel: 90.02

City: 404

Greentree Pointe - PILOT Payment Forecast

	% Increase	County	SSD	City	Total / PILOT Payment
2015 REAL ESTATE TAXES:					
2015 Taxes		\$ 37,343	\$ 6,538	\$ 8,826	\$ 52,707
PILOT PAYMENTS:					
Year 1	12%	\$ 41,824	\$ 7,323	\$ 9,885	\$ 59,032
Year 2	3%	\$ 43,079	\$ 7,542	\$ 10,182	\$ 60,803
Year 3	3%	\$ 44,371	\$ 7,769	\$ 10,487	\$ 62,627
Year 4	3%	\$ 45,702	\$ 8,002	\$ 10,802	\$ 64,506
Year 5	3%	\$ 47,073	\$ 8,242	\$ 11,126	\$ 66,441
Year 6	3%	\$ 48,486	\$ 8,489	\$ 11,460	\$ 68,434
Year 7	3%	\$ 49,940	\$ 8,744	\$ 11,803	\$ 70,487
Year 8	3%	\$ 51,438	\$ 9,006	\$ 12,157	\$ 72,602
Year 9	3%	\$ 52,982	\$ 9,276	\$ 12,522	\$ 74,780
Year 10	3%	\$ 54,571	\$ 9,554	\$ 12,898	\$ 77,023
Year 11	3%	\$ 56,208	\$ 9,841	\$ 13,285	\$ 79,334
Year 12	3%	\$ 57,894	\$ 10,136	\$ 13,683	\$ 81,714
Year 13	3%	\$ 59,631	\$ 10,440	\$ 14,094	\$ 84,165
Year 14	3%	\$ 61,420	\$ 10,753	\$ 14,517	\$ 86,690
Year 15	3%	\$ 63,263	\$ 11,076	\$ 14,952	\$ 89,291

From: Matt Olson <matt.olson@freemanwebb.com>
Date: April 21, 2016 at 2:06:31 PM CDT
To: "philipcraighead@lebanontn.org" <philipcraighead@lebanontn.org>
Cc: Kent Burns <kburns@freemanwebb.com>
Subject: RE: Greentree Pointe - PILOT

Mayor,

Attached is the Resolution that was passed by the County Commissioners related to the PILOT for Greentree Pointe. They essentially approved the request for Lebanon Housing Authority to enter into a PILOT agreement and lease structure for Greentree Pointe based upon the legal documents being approved by the county attorney. This resolution can be adapted for the city council to approve that LHA to enter into a PILOT agreement for Greentree Pointe based upon the agreements being approved by the city attorney.

Would we be able to present this Resolution for vote at the City Council meeting on May 3? If so, I can amend the Resolution to be specific to the City of Lebanon.

Meanwhile, we can also begin getting the necessary paper work and legal agreements to the city attorney.

Let us know your thoughts.

Thank you,
Matt

From: Matt Olson [<mailto:matt.olson@freemanwebb.com>]
Sent: Tuesday, April 19, 2016 2:13 PM
To: Philip Craighead <philipcraighead@lebanontn.org>
Cc: Kent Burns <kburns@freemanwebb.com>
Subject: Greentree Pointe - PILOT

Mayor Craighead,

Thank you for your continued support and guidance related to the PILOT program for Greentree Pointe. We are extremely excited that we are one step closer to kicking off the planned renovations for the 350 residents at Greentree.

Following the County Commissioners' approval last night, we wanted to see how best to move forward with the city.

Would we be able to get on the agenda for the next City Council meeting scheduled for Tuesday, May 3? Also, is there an upcoming Budget or Finance Advisory Committee meeting that we can join in order to discuss the PILOT?

Let us know how best to proceed.

Thanks again for your help.

Matt

Matt Olson

Freeman Webb

(o) 615-271-2732

(c) 615-587-3601

matt.olson@freemanwebb.com

Freeman Webb Incorporated

Accredited Member of the Better Business Bureau

2015 IREM AMO Firm of the Year

2014 Top 100 Private Companies - Nashville Business Journal

2014 Excellence in Development Award from Urban Land Institute Nashville

2012 Nashville Business Journal- Top 25 Fastest Growing Companies in Nashville

2010 NAHB National Property Management Company of the Year

2010 Property Management Company of the Year - Greater Nashville Apartment Association

2010 and 2011 Best Places to Work- Nashville Business Journal

2010 Multi-Housing News Property Management Company of the Year Finalist

2010 Industrial Conservationist of the Year - Tennessee Wildlife Federation

2010 International Green Apple Award - The Green Organization

ORDINANCE NO. 16-5221

PLACE HOLDER

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE AN INTERLOCAL AGREEMENT WITH WILSON COUNTY, TENNESSEE, FOR THE ACCEPTANCE AND ALLOCATION OF FUNDS OBTAINED THROUGH THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

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

Section 1.

Section 2.

Section 3. 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: _____

ORDINANCE NO. 16-5222

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE APPROPRIATION OF FUNDS RECEIVED FROM THE COUNTRY LIVING FAIR FOR OVERTIME REIMBURSEMENT

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, it is now necessary for the Police Department to appropriate funds received from the Country Living Fair for overtime reimbursement; and

WHEREAS, the required line item transfers are 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 make the following line item transfers in the FY 2015 – 2016 City of Lebanon budget:

Department: Police

From: 1104-34316	Reimbursement OT Police	\$1,960.00
1104-34317	Reimbursement OT ESU	\$1,770.00
To: 11042100-71120	Overtime	\$1,960.00
11042000-71120	Overtime	\$1,770.00

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: _____

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

2016 APR 28 AM 8:09

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1104-34316	reimbursment OT Police	\$ 1,960.00	
1104-34317	reimbursment OT ESU	\$ 1,770.00	
	Total	\$ 3,730.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-42100-71120	OverTime		\$ 1,960.00
110-42000-71120	OverTime		\$ 1,770.00
	Total		\$ 3,730.00

REQUESTED BY William Glover

DATE 4/25/2016

DEPARTMENT HEAD _____

DATE 4-28-16

COMM. OF FINANCE _____

DATE 5-4-16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

amend budget for OT for Lebanon Police and ESU for Reimbursement of Overtime from the County living fair.

ORDINANCE NO. 16-5223

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE APPROPRIATION OF A DONATION RECEIVED FROM THE COUNTRY LIVING FAIR FOR CERT

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, it is now necessary for the ESU-CERT to appropriate a donation received from the Country Living Fair; and

WHEREAS, the required line item transfers are 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 make the following line item transfers in the FY 2015 – 2016 City of Lebanon budget:

Department: ESU-CERT

From: 626-34015	Donation	\$1,500.00
To: 62642100-73200	Operating Supplies	\$750.00
62642100-73260	Uniforms	\$750.00

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: _____

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

2016 APR 28 AM 8:09

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT ESU-CERT

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
626-34015	Donation	\$ 1,500.00	
	Total	\$ 1,500.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
626-42100-73200	Operating Supplies		\$ 750.00
626-42100-73260	Uniforms		\$ 750.00
	Total		\$ 1,500.00

REQUESTED BY	<u>William Glover</u>	DATE	<u>4/25/2016</u>
DEPARTMENT HEAD		DATE	<u>4-28-16</u>
COMM. OF FINANCE		DATE	<u>5-4-16</u>
MAYOR	_____	DATE	_____

REASON FOR THIS TRANSFER:

amend budget for donation to CERT from County Living Fair

ORDINANCE NO. 16-5224

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE PURCHASE OF A PATROL/NARCOTICS DETECTION CANINE AND HANDLER COURSE FOR THE POLICE DEPARTMENT

WHEREAS, the Police Department for the City of Lebanon has a need for a Patrol/Narcotics Detection Canine and Handler Course in order to better serve and protect the health, safety and welfare of the citizens of Lebanon; and

WHEREAS, Canine Command, LLC is the sole source provider for such Patrol/Narcotics Detection Canine and Handler Course in the amount of \$12,500.00, as detailed on the quote attached hereto and incorporated by reference as if appearing verbatim herein; and

WHEREAS, funds are appropriated in the 2015 – 2016 fiscal year budget under line item #12942100-73200.

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 enter into a contract with Canine Command, LLC, as the lowest and best bidder, for one (1) Patrol/Narcotics Detection Canine and Handler Course in the amount of Twelve Thousand, Five Hundred Dollars and No Cents (\$12,500.00).

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: _____

CANINE TM **COMMAND** LLC

*High Quality
Patrol and Detector Dogs*

*

**108 Chatsworth Court
Hendersonville, TN 37075**

**Wilfred "Dean" Hunter
National Certified Trainer
Member U.S.P.C.A.**

**Caninecommandllc.com
(615) 498-4268
K9command@comcast.net**

To: Chief, Michael Justice
Lebanon Police Department
406 Tennessee Blvd.
Lebanon, TN 37087

RE: Dual Purpose Canine and Handler Course

Chief Justice,

I appreciate you and your Departments interest in purchasing your next police canine from Canine Command TM LLC. The following is a list of information you requested. If you have further question, please, don't hesitate in calling.

Dual Purpose, Patrol / Narcotics Detection Canine and Handlers Course:
(Includes the following)

The selected canine will undergo and successfully complete a ten-week basis patrol dog course. The canine will be trained in off lead obedience, agility, article search, suspect search, criminal apprehension, and criminal apprehension with gunfire, handler protection, open area search, suspect tracking, and building searches. All patrol dog training will meet the standards set by the United States Police Canine Association. Assigned handler and canine will undergo and successfully complete an eight week handler's course in criminal patrol.

The selected canine will also undergo and successfully completes an eight week basic narcotics detection course. All narcotics detection training will meet the standards set by the United States Police Canine Association. Assigned handler and canine will undergo and successfully complete a two week handler's course in narcotics detection. The team will be trained to conduct interior/exterior building searches, interior/exterior vehicle searches, postal/luggage/locker searches, and storage unit searches. The canine will be trained to respond and alert to the odors of marijuana, cocaine, crack cocaine, meth, and heroin.

Price includes the following:

- I. Purchase of suitable canine.
- II. Veterinarian examination, inoculations, and x-rays of both hips and elbows.
- III. Documentation, veterinarian records, training records, and etc.
- IV. Eighteen week training course, meeting United States Police Canine Association standards.
- V. Ten weeks (eight weeks patrol / two weeks narcotics) of hands on instruction, with the handler you have selected from your department.

⇒ Total cost \$ **12,500.00**

Maintenance Agreement: (Optional)

***** Dual purpose :**

- I. Monthly retraining and documentation for handler and canine, minimum of sixteen hours per month.
- II. If team experiences problems during the month, additional training will be done to correct the problem.

⇒ Total cost per-year: \$ **1,950.00.**

- * Monthly retraining is a necessity to insure the dog is searching effectively and responding properly to all areas trained in. The canine should also be observed monthly by qualified persons other than the handler to verify the handler's effectiveness and to provide a second evaluation of the canine for both street and court purposes. Continual retraining is necessary to insure the canine is not becoming unfamiliar with one or all areas of training.

If you have any questions please do not hesitate to call.

Sincerely,

Wilfred "Dean" Hunter
Nationally Certified
Canine, Training Instructor

RESOLUTION NO. 16-1932

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE
OBTAINING DESIGN/BUILD PROPOSALS FOR THE CONSTRUCTION OF A
100x100 MAINTENANCE HANGAR WITH A 1600 SF SHOP AREA AT THE
LEBANON MUNICIPAL AIRPORT**

WHEREAS, the City of Lebanon desires to build a 100x100 maintenance hangar with a 1600 sf shop area at the Lebanon Municipal Airport; and

WHEREAS, it is necessary to obtain design/build proposals for this project; and

WHEREAS, this project was recommended by the Airport Commission at its meeting on May 5, 2016.

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 be granted leave to obtain design/build proposals for the construction of a 100x100 maintenance hangar with 1600 sf shop area for the Lebanon Municipal Airport.

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. 16-5225

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE BIDS FOR
THE 2015 – 2016 ANNUAL STREET PAVING PROJECT
PROJECT NO. CL16004**

WHEREAS, areas of the City of Lebanon are in need of new paving in order to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, bids for the 2015 – 2016 Street Paving Project were opened on May 6, 2016 and are as follows; and

<u>COMPANY</u>	<u>AMOUNT OF BID</u>
Hoover	No BID
LoJac Enterprises, Inc.	\$1,297,690.00
Sessions Paving Co.	\$1,931,866.50

WHEREAS, LoJac Enterprises is the best and lowest bidder for the 2015 – 2016 Street Paving Project; and

WHEREAS, funds are appropriated in the 2015 – 2016 fiscal year budget for this project.

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 enter into a contract with LoJac Enterprises for the 2015 – 2016 Street Paving Project in the amount of One Million, Two Hundred Ninety-seven Thousand, Six Hundred Ninety Dollars and No Cents (\$1,297,690.00).

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: _____

CITY OF LEBANON
2015/2016 STREET PAVING
PROJECT NO. CL16004
BID TABULATION

HOOVER ----- \$ No Bid
LOJAC ENTERPRISES, INC.-----\$ 1,297,690.00
SESSIONS PAVING CO.-----\$ 1,931,866.50

Recommend Low Bidder ***LoJac Enterprises***

Regina Santana
Engineering Director - Development

5-6-16
Date

ORDINANCE NO. 16-5226

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE BIDS FOR
THE 2015 – 2016 ANNUAL STREET STRIPING PROJECT
PROJECT NO. CL16005**

WHEREAS, areas of the City of Lebanon are in need of new striping in order to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, bids for the 2015 – 2016 Street Striping Project were opened on May 6, 2016 and are as follows; and

<u>COMPANY</u>	<u>AMOUNT OF BID</u>
Kerr Brothers & Associates	\$63,187.70

WHEREAS, Kerr Brothers & Associates is the best and lowest bidder for the 2015 – 2016 Street Striping Project; and

WHEREAS, funds are appropriated in the 2015 – 2016 fiscal year budget for this project.

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 enter into a contract with Kerr Brothers & Associates for the 2015 – 2016 Street Striping Project in the amount of Sixty-three Thousand, One Hundred Eighty-seven Dollars and Seventy Cents (\$63,187.70).

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: _____

CITY OF LEBANON
2015/2016 STREET STRIPING
PROJECT NO. CL16005
BID TABULATION

Kerr Brothers & Assoc.-----\$63,187.70

Recommend Low Bidder ***Kerr Brothers & Associates***

Regina Santana
Engineering Director - Development

5-6-16
Date

ORDINANCE NO. 16-5227

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE LEASE RATES FOR THE SECOND FLOOR OFFICE AND SHARED COMMON AREAS IN THE NEW TERMINAL BUILDING AT THE LEBANON MUNICIPAL AIRPORT

WHEREAS, the Lebanon Airport Commission has deemed it necessary to establish the lease rates for the second floor office and shared common areas in the new terminal building at the Lebanon Municipal Airport; and

WHEREAS, the Airport Commission recommends the following rates; and

- \$17.00 per square foot for office space
- \$5.00 per square foot for the shared common areas

WHEREAS, such rates include buildout by the City and utilities; and

WHEREAS, such rates are subject to change upon negotiation with prospective tenants and approval by the Lebanon City Council.

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

Section 1. The lease rates for the second floor office and shared common areas in the new terminal building at the Lebanon Municipal Airport are hereby established as stated herein.

Section 2. The Mayor and Commissioner of Finance are hereby authorized to execute any and all necessary documents to establish and implement the lease rates.

Section 3. 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: _____

**Lebanon Municipal Airport
Terminal Building
Second Floor Lease Rates**

The following rates are recommended by the Lebanon Airport Commission:

Office Space	\$17.00 per square foot
Shared/Common Areas (restrooms, conference room, break areas, patio/deck, etc.)	\$5.00 per square foot

These rates include buildout by City and utilities.

These rates are subject to change upon negotiation with prospective tenants and approval by Lebanon City Council.

RESOLUTION NO. 16-1933

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON IN SUPPORT OF THE
COPS GRANT APPLICATION**

WHEREAS, funds are available through the Department of Justice for the COPS Hiring Program; and

WHEREAS, such grant program provides funds to hire and re-hire entry level career law enforcement officers in order to preserve jobs, increase community policing capacities, and support crime prevention efforts; and

WHEREAS, the Lebanon Police Department desires to apply for such grant for the hiring of four entry level certified police officers; and

WHEREAS, the 75% federal share is \$594,612.00 and the 25% local share is \$198,204.00 over a three year period, beginning October 1, 2016 through September 30, 2019.

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 COPS Hiring Program.

Section 2. The application for and acceptance of any funds awarded to the City of Lebanon for such grant requires matching funds at 25% in the amount of One Hundred Ninety-eight Thousand, Two Hundred Four Dollars and No Cents (\$198,204.00) over a three year period, from October 1, 2016 through September 30, 2019.

Section 3. Any officers hired with funds from the COPS Hiring Program must be in addition to officers already funded in the City of Lebanon budget.

Section 4. This resolution shall take effect immediately upon its passage, the public welfare requiring the same.

Adopted this _____ day of _____, 2016.

Res. No. 16-1933

Page 2

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney



COPS

Community Oriented Policing Services
U.S. Department of Justice

[ABOUT](#)
[NEWS & EVENTS](#)
[GRANTS & FUNDING](#)
[RESOURCES](#)
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COPS HIRING PROGRAM (CHP)

[Archive: FY 2015](#) | [FY 2014](#) | [FY 2013](#) | [FY 2012](#)

NOW OPEN:

The COPS Hiring Program (CHP)
funds the hiring and rehiring of entry-level career law enforcement officers

Apply for this year's CHP grant by **June 23rd**

The Fiscal Year 2016 COPS Hiring Program (CHP) is a competitive solicitation, **open to all state, local, and tribal law enforcement agencies** with primary law enforcement authority.

CHP provides funding to hire and re-hire entry level career law enforcement officers in order to preserve jobs, increase community policing capacities and support crime prevention efforts.

CHP grants may be used to (1) *hire new officers* (including existing vacancies that are no longer funded in an agency's budget); (2) *rehire officers already laid off by any jurisdiction* as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of grant funding; and/or (3) *rehire officers scheduled to be laid off by the grantee's jurisdiction* on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of grant funding.

Highlights for this year's COPS Hiring Program:

- Funds the number of **officer positions equal to 5% of your actual sworn force strength** (up to a maximum of 15 officers for agencies with a service population of less than 1 million; or, up to a maximum of 25 officers for agencies with a service population of over 1 million)
- Provides **75 percent of the approved entry-level salaries and fringe benefits** of each newly hired and/or rehired full-time officer, up to \$125,000 per officer position, over the three year (36 month) grant period
- Requires you to **identify a specific crime and disorder problem/focus area** and explain how CHP funding will be used to implement community policing approaches to mitigate that problem/focus

THE PRESIDENT'S TASK FORCE ON
21ST CENTURY POLICING

DIRECTOR'S CORNER

THE ATTORNEY GENERAL'S
COMMUNITY POLICING TOUR

RESOURCE CENTER

Dispatch

THE BEAT
Keeping You In The Know

Supporting Safe Schools



Tweets by [@COPSOOffice](#)



COPS Office
[@COPSOOffice](#)

Is your agency implementing #PolicingTaskForce recommendations? Download the guide today:
[cops.usdoj.gov/pdf/taskforce/...](https://cops.usdoj.gov/pdf/taskforce/)



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area

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

How to Apply:

STEP 1: Register at www.Grants.gov and complete an SF-424

The Grants.gov funding code for this solicitation is: COPS-HIRING-PROGRAM-APPLICATION-2016. For technical assistance with the SF-424, call the Grants.gov Contact Center at 800-518-4726 or email support@Grants.gov.

STEP 2: Once you submit the SF-424, you will receive an email from the COPS Office with instructions on completing the second part of the CHP application. Follow the instructions in the email.

If you need to renew your COPS Office Account Access information, contact us at AskCopsRC@usdoj.gov or 800-421-6770.

It is **strongly recommended** that applicants **register immediately on Grants.gov**. In addition, applicants are strongly encouraged to complete the SF-424 as quickly as possible. Any delays in registering with **Grants.gov** or submitting the SF-424 may result in insufficient time for processing your application.

Please Note: To apply for funding, applicants must have a DUNS number (DUNS numbers are required of all agencies requesting federal funding) and have an active registration with the System for Award Management (SAM) database. SAM replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. **Applicants must update or renew their SAM registration annually to maintain an active status.** Please see the [CHP Application Guide](#) for more details.

FY 2016 COPS HIRING PROGRAM SOLICITATION MATERIALS

[Application Guide - Updated 5/5/2016](#) 

[Frequently Asked Questions \(FAQs\)](#) 

[Pre-Award Fact Sheet](#) 

[MOU Fact Sheet](#) 

[Invitational Letter](#) 

Cc: Mike Justice
Subject: COPS Grant

Beth,

I spoke to Chief Justice yesterday about applying for a federal grant through the "COPS Hiring Program". We're planning to apply for 4 new officers. The grant, if awarded would pay for 75% of an entry level officer's salary and benefits for 3 years. The city would be required to fully fund the 4 positions for at least 1 year after the 3 years is up. Once we apply, we will not know if the grant will be awarded or not until September. If awarded, the funding would begin on October 1, 2016 and run through September 30, 2019. Chief Justice would like to get this before the Council at the next meeting to seek their approval in applying for it. I spoke with Sheri Featherston yesterday and she's working on getting me the exact figures. I'll get those to you to help with the language in the resolution as soon as I have them.

Also, if the Council funds the 4 officers that have already been asked for in the budget, this grant can't be applied to that. It would apply to 4 additional officers.

Capt. Brent Willett
Lebanon Police Department
406 Tennessee Boulevard
Lebanon, TN 37087
(615) 453-4329 direct
(615) 443-3960 fax

ORDINANCE NO. 16-5228

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO PURCHASE ONE
¾ TON TRUCK FOR THE STREET DEPARTMENT**

WHEREAS, the City of Lebanon has a need for a ¾ ton truck for the Street Department, as detailed on the proposal attached hereto by reference as if appearing verbatim herein; and

WHEREAS, it is recommended that the contract be awarded to Wilson County Motors for the State Contract price of \$46,269.05; and

WHEREAS, a line item transfer is necessary to cover the cost.

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 enter into a contract with Wilson County Motors, the best and lowest bidder, for the purchase of one (1) ¾ Ton Truck for the Street Department in the amount of Forty-six Thousand, Two Hundred Sixty-nine Dollars and Five Cents (\$46,269.05).

Section 2. The Mayor and the Commissioner of Finance are hereby authorized to make the following line item transfer in the 2015 – 2016 FY City of Lebanon budget:

Department: Street

From: 11090000-79000 Budget Fund Balance \$46,270.00

To: 11043110-79440 Transportation Equipment \$46,270.00

Section 3. 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: _____

ORDINANCE NO. 16-5229

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A LINE ITEM TRANSFER FOR THE GARAGE

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 line item transfer is necessary for the Garage to cover the purchase of a replacement scan tool; and

WHEREAS, the appropriate line item transfer 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 Commissioner of Finance shall make the following line item transfer in the FY 15 – 16 City of Lebanon budget for the purchase of a replacement scan tool:

Department: Garage		
From: 11043170-79200	Buildings	\$7,500.00
To: 11043170-73200	Operating Supplies	\$7,500.00

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: _____

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

JUN 10 PM 3:16

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Garage

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043170-7200	Buildings	\$7,500.00	

Total \$7,500.00

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043170-73200	Operating Supplies		\$7,500.00

Total \$7,500.00

REQUESTED BY Lee Clark

DEPARTMENT HEAD Jeff Baines

COMM. OF FINANCE Robert [Signature]

MAYOR _____

DATE 5/9/16

DATE 5/9/16

DATE 5/10/16

DATE _____

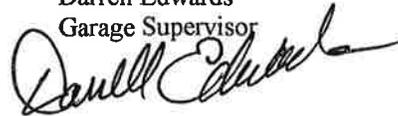
REASON FOR THIS TRANSFER:
replacement screen tool

Darrell Edwards; Garage Supervisor
410 Park Drive, Lebanon, Tennessee 37087
Phone: (615) 449-3412 Fax: (615)443-8609
Cell 405-8803

TO: Lee Clark

The garage needs to purchase a scan tool for use on heavy duty trucks. We have explored several options and have found a Bosch system we think would be a good fit for our needs. It will allow us to access information on virtually every make and model truck we are using. Attached are three quotes on this scan tool system. We would recommend purchasing it through NAPA since they have the lowest price and are local.

Darrell Edwards
Garage Supervisor



Subject: BSH scan tool
From: Jeremy Russell
(Jeremy_Russell@napastore.com)
To: citylebanon1@yahoo.com;
Date: Wednesday, April 6, 2016 10:40 AM

The link attached below has all the information for the 3824 ESIScan Tool. The price based of the State Contract would put it at \$6,999.99. List price on this item is \$19,799.99 and normal non contract price is \$9,909.00
<http://www.boschdiagnostics.com/pro/products/bosch-3824-esi-%E2%80%93-diagnostic-testing-truck-scan-tools>

Any questions please contact me and I will try to answer any questions you have.

Thank You,

Jeremy Russell
Store Manager
NAPA Lebanon
Store #345
Store - (615) 444-1113
Direct- (615) 670-2658
Jeremy_Russell@napastore.com

This e-mail and any attachments, contain Genuine Parts Company confidential information that is proprietary, privileged, and protected by applicable laws. If you

<https://mg.mail.yahoo.co...> 4/27/2016

ORDINANCE NO. 16-5230

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON FOR THE POLICE AND
ESU DEPARTMENTS TO COVER OVERTIME EXPENSES RELATED TO THE
NATIONAL JUNIOR HIGH FINALS RODEO**

WHEREAS, the National Junior High Finals Rodeo is being held at the Wilson County Fairgrounds from June 16 – June 25; and

WHEREAS, budget amendments are necessary to cover the overtime expenses for Police and ESU personnel to work the event; and

WHEREAS, the appropriate budget amendments are detailed on the tables attached hereto by reference as if appearing 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:

Department: Police

From: 11090000-79000 Budget Fund Balance \$36,532.80

To: 11042100-71120 Overtime \$36,532.80

Department: ESU

From: 11090000-79000 Budget Fund Balance \$20,933.80

To: 11042000-71120 Overtime \$20,933.80

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: _____

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

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 36,532.80	
Total		\$ 36,532.80	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-71120	OVERTIME		\$ 36,532.80
Total			\$ 36,532.80

REQUESTED BY WILLIAM GLOVER

DATE 5/11/2016

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

AMEND BUDGET FOR OT FOR THE NATIONAL JUNIOR HIGH RODEO FROM JUNE 16TH -JUNE 25TH

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

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT ESU

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 20,933.80	

Total \$ 20,933.80

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042000-71120	OVERTIME		\$ 20,933.80

Total \$ 20,933.80

REQUESTED BY WILLIAM GLOVER

DATE 5/11/2016

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

AMEND BUDGET FOR OT FOR THE NATIONAL JUNIOR HIGH RODEO FROM JUNE 16TH -JUNE 25TH

From June 16th-June 25th, 10 days

Lebanon Police Department Overtime for the National Junior High Rodeo Finals Event

Total of \$36,532.80

6 Officers for 8 hours a day for Traffic=48 hours a day, 480 hours for duration x rate average=\$16800

2 Officers for 24 hours a day for security=48 hours a day, 480 hours for duration x rate average=\$16800

1 Dispatcher for 12 hours a day x 10=120 hours x rate average=\$2932.80

Lebanon Emergency Services Overtime for the National Junior High Rodeo Finals Event

Total of \$20,933.80

2 ESU officer, 24 hours a day for traffic=48 hours a day, 480 hours for duration x rate average=\$13744.80

For ESU supervisor, Technician, Animal Control for duration of Event=\$7189

Total for both is \$57466.60

Created in 2004, the NHSRA Junior High Division was established to bring the excitement of the sport to 6th, 7th, and 8th graders and to serve as a feeder system into the high school ranks of the Association. Today, all 48 states and provinces that belong to the NHSRA also produce a Junior High Division as well, with over 2,500 members in total now competing. Junior High Division students compete in a variety of events, including Barrel Racing, Pole Bending, Goat Tying, Breakaway Roping, Tie-Down Roping, Chute Dogging, Team Roping, Ribbon Roping, and Junior Bull Riding, Bareback Steer Riding and Saddle Bronc Steer Riding.

Each summer, the "best of the best" from each state and province qualify for the National Junior High Finals Rodeo. Approximately 1,000 competitors show off their talents in the event and compete for thousands of dollars in scholarships and prizes. Gallup, N.M., hosted the NJHFR from 2005 through 2013. The rodeo moved to Des Moines, Iowa, for 2014-15 and will be hosted by Lebanon, Tenn., in 2016-17.