



Philip Craighead
Mayor

CITY OF LEBANON

Office of the Mayor

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PUBLIC HEARING - JULY 19, 2016 - 5:55 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) Adopting a Plan of Services for the annexation at 409 Carver Lane (13.32 Acres; Tax Map 45, part of Parcel 57) to be added to Ward 1, by Paul Corder, Planning Director. (Passed 1st Reading – 6/07/16) (Reference Resolution No. 16-1938)
- 2) Annexing property at 409 Carver Lane, also identified as Tax Map 45, part of Parcel 57, containing 13.32 acres in the records of the Wilson County Assessor of Property, to be added to Ward 1, by Paul Corder, Planning Director. (Passed 1st Reading – 6/07/16) (Reference Resolution No. 16-1939)
- 3) Requesting zoning approval of 13.32 acres at 409 Carver Lane (Tax Map 45, part of Parcel 57) to RM6 (High Density Multi-Family Residential) in Ward 1, by Paul Corder, Planning Director. (Reference Ordinance No. 16-5244)
- 4) Changing unaddressed Madrid Drive from RS20 (Low Density Single-Family) to RM6 (High Density Multi-Family Residential) in Ward 1, by Paul Corder, Planning Director. (Request by Country Acres, LLC) (30.33 acres; Tax Map 58, Parcel 15.45) (Reference Ordinance No. 16-5245)
- 5) Changing unaddressed property on Toshiba Drive from R2 (High Density Residential) to CS (Commercial Service Park) in Ward 1 (3.57 acres; Tax Map 58, Parcel 15.27), by Paul Corder, Planning Director. (Request by Victor Nixon) (Reference Ordinance No. 16-5264)
- 6) To amend Title 14, Chapter 2, Section 14.203.B, and Title 14, Chapter 12, Section 1205.B.1 of the Lebanon Municipal Zoning Code to allow three (3) and four (4) unit residential developments that are under 5,000 square feet to be reviewed as minor site plans, by Paul Corder, Planning Director. (Reference Ordinance No. 16-5265)

REGULAR CALLED CITY COUNCIL MEETING

AGENDA - JULY 19, 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:

July 5, 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:

Line Item Transfer – Before & After the Fact:

1. **Ordinance No. 16-5257**, second reading, to authorize Line Item Transfers for the Economic Development Department (2015-2016 Fiscal Year Budget), by Sarah Haston, Economic Development Director, and Robert Springer, Commissioner of Finance and Revenue.

2. **Ordinance No. 16-5268**, second reading, to amend the Lebanon Municipal Code, Title 9, Chapter 3, Sections 9-313 and 9-315, relative to Taxicabs (requiring applicants to submit a certified copy of their criminal and driving history to the Police Department), by Mike Justice, Police Chief.

10. OLD BUSINESS:

1. **Resolution No. 16-1938**, adopting a Plan of Services for the annexation at 409 Carver Lane (13.32 Acres; Tax Map 45, part of Parcel 57) to be added to Ward 1, by Paul Corder, Planning Director. (Passed 1st Reading – 6/07/16)

2. **Resolution No. 16-1939**, annexing property at 409 Carver Lane, also identified as Tax Map 45, part of Parcel 57, containing 13.32 acres in the records of the Wilson County Assessor of Property, to be added to Ward 1, by Paul Corder, Planning Director. (Passed 1st Reading – 6/07/16)

3. **Ordinance No. 16-5244**, second reading, requesting zoning approval of 13.32 acres at 409 Carver Lane (Tax Map 45, part of Parcel 57) to RM6 (High Density Multi-Family Residential) in Ward 1, by Paul Corder, Planning Director

4. **Ordinance No. 16-5245**, second reading, changing unaddressed Madrid Drive from RS20 (Low Density Single-Family) to RM6 (High Density Multi-Family Residential) in Ward 1, by Paul Corder, Planning Director. (Request by Country Acres, LLC) (30.33 acres; Tax Map 58, Parcel 15.45)

5. **Ordinance No. 16-5264**, second reading, changing unaddressed property on Toshiba Drive from R2 (High Density Residential) to CS (Commercial Service Park) in Ward 1 (3.57 acres; Tax Map 58, Parcel 15.27), by Paul Corder, Planning Director. (Request by Victor Nixon)

6. **Ordinance No. 16-5265**, second reading, to amend Title 14, Chapter 2, Section 14.203.B, and Title 14, Chapter 12, Section 1205.B.1, of the Lebanon Municipal Zoning Code to allow three (3) and four (4) unit residential developments that are under 5,000 square feet to be reviewed as minor site plans, by Paul Corder, Planning Director.

11. NEW BUSINESS:

1. **Ordinance No. 16-5246**, first reading, to abandon the City of Lebanon's interest in Martha Circle (in Ward 6 between Powell Grove Road and the Nashville and Eastern Railroad), by Paul Corder, Planning Director. (Request by Paul Crockett)

2. **Resolution No. 16-1951**, to adopt the City of Lebanon Personnel Rules and Regulations Policy revisions relative to Rule X: Separation, Disciplinary Action, and Suspension; Rule XI: Grievance Procedures; Rule III: Pay Plan; Rule XIV: Safety Program; and the correction to Rule IV: Recruitment and Employment, by Sylvia Reichle, Human Resources Director.

3. **Resolution No. 16-1952**, adopting a Plan of Services for the annexation at 1035 Maple Hill Road (11.66 acres; Tax Map 46, Parcel 9.08) to be added to Ward 1, by Paul Corder, Planning Director. (Request by Sue Siens)

4. **Resolution No. 16-1953**, annexing property at 1035 Maple Hill Road, also identified as Tax Map 46, Parcel 9.08, containing 11.66 acres in the records of the Wilson County Assessor of Property, to be added to Ward 1, by Paul Corder, Planning Director. (Request by Sue Siens)

5. **Ordinance No. 16-5269**, first reading, requesting zoning approval of 11.66 acres at 1035 Maple Hill Road (11.66 acres; Tax Map 46, Parcel 9.08) to RS20 in Ward 1, by Paul Corder, Planning Director. (Request by Sue Siens)

6. **Resolution No. 16-1954**, to approve a Hold Harmless Agreement with the Five Oaks Homeowners Association for a sign and landscaping to be located within a City of Lebanon Utility Easement (at the intersection of Jasmine Street and Five Oaks Boulevard), by Paul Corder, Planning Director. (Request by Five Oaks Homeowners Association) (Requires One Reading)

7. **Resolution No. 16-1955**, to approve a Hold Harmless Agreement with Gross Builders relative to a sign being in the City of Lebanon Public Right-of-Way (Hamilton Station Boulevard), by Paul Corder, Planning Director. (Request by Gross Builders) (Requires One Reading)
8. **Ordinance No. 16-5270**, first reading, changing 1501 Hunters Point Pike from MDR (Medium Density Residential) to HDR (High Density Residential) (162 acres; Tax Map 58, Parcel 68), by Paul Corder, Planning Director. (Request by Staff)
9. **Ordinance No. 16-5271**, first reading, changing 1501 Hunters Point Pike from CG (Commercial General), RD9 (Medium Density Residential), and RM6 (High Density Multi-Family Residential with a Planned Unit Development Overlay) to RS6 (High Density Single Family Residential) in Ward 1 (162 acres, Tax Map 58, Parcel 68), by Paul Corder, Planning Director. (Request by David Reisen)
10. **Ordinance No. 16-5272**, first reading, changing unaddressed property on Leeville Pike from RR (Rural Residential Agricultural) to R9 (Medium Density Single Family Residential 9,000) in Ward 4 (19.92 acres, Tax Map 80, Parcel 6), by Paul Corder, Planning Director. (Request by Fleming Homes)
11. **Ordinance No. 16-5273**, first reading, to amend Title 14, Chapter 8, Section 14.802 Off-Street Parking and Loading Requirements, A. General Provisions, E. Off-Street Loading and Unloading Requirements, and F. Variance from Required Parking, and Appendix D: Off-Street Parking Requirements to amend the requirement to round the number of parking spaces up, to amend the Off-Street Loading and Unloading Requirements by half, to add a formal process for requesting a Parking Variance and to amend the Minimum Parking Standards by half of the current standard, by Paul Corder, Planning Director. (Request by Staff)
12. **Resolution No. 16-1956**, to authorize a Joint Venture's (Joint Economic and Community Development Board of Wilson County) Participation in the Tennessee Consolidated Retirement System in accordance with Tennessee Code Annotated Title 8, Chapters 34-37, by Mayor Philip Craighead.

13. **Ordinance No. 16-5274**, first reading, to amend Title 20, Lebanon Sign Regulations, Chapter 1, Section 20-103 (CCCC) “Yard Sign,” and Section 20-125 “Temporary Signs” to amend the definition of a Yard Sign and regulate Temporary Signs, by Paul Corder, Planning Director. (Request by Staff)

Budget Amendment – Before the Fact:

14. **Ordinance No. 16-5275**, first reading, to accept the proposal from Main Street Landscaping for annual maintenance of Town Square landscaping (2016-2017 Fiscal Year Budget), by Randy Laine, Engineering Director of Capital Projects, and Robert Springer, Commissioner of Finance and Revenue.
15. **Ordinance No. 16-5276**, first reading, to approve the waiver of fees for Hamilton Springs Station for the Regional Transportation Authority (2016-2017 Fiscal Year Budget), by Mayor Philip Craighead.
16. **Resolution No. 16-1958**, to approve the Memorandum of Understanding with the Regional Transportation Authority regarding the Water Management and Utility Services for new construction of the Hamilton Springs Station (2016-2017 Fiscal Year Budget), by Mayor Philip Craighead, and Jeff Baines, Commissioner of Public Works.
17. **Resolution No. 16-1959**, to approve the Memorandum of Understanding with the Regional Transportation Authority for maintenance and security of the Lebanon Commuter Rail Stations, by Mayor Philip Craighead, and Jeff Baines, Commissioner of Public Works.
18. **Resolution No. 16-1960**, authorizing the issuance of General Obligation Refunding Bonds of the City of Lebanon, Tennessee, in the aggregate principal amount of not to exceed \$5,000,000, in one or more series; making provision for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds, by Robert Springer, Commissioner of Finance and Revenue.

19. **Resolution No. 16-1961**, to adopt the 2015-2016 Home Program Policies and Procedures for the City of Lebanon, Tennessee, by Councilor Fred Burton.

20. **Ordinance No. 16-5277**, first reading, to accept by Quitclaim Deed a conveyance of Lot 20 of the Eastgate Business Park, and other contiguous tracts, from Eastgate Commercial, Inc., by Chris Dowell, Fire Chief.

21. **Ordinance No. 16-5278**, first reading, to convey by Quitclaim Deed all rights and interests in Lot 6 of the Eastgate Business Park to Eastgate Commercial, Inc., by Chris Dowell, Fire Chief.

12. ADJOURNMENT

CITY COUNCIL MEETING

July 5, 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 one revision on this evening's agenda: Resolution No. 16- 1949 has been revised. Commissioner Baines has reviewed the revisions which are for clarification purposes.

Mayor Craighead called the Regular Called City Council Meeting to order at 6:09 p.m.

Invocation was given by Randy Laine, Engineering Director of Capital Projects.

Mayor Philip Craighead 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 Cesternino, seconded by Councilor Jewell, to approve the minutes of the June 21, 2016, Regular Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Motion was made by Councilor Jewell, seconded by Councilor Burton, to approve the minutes of the June 28, 2016, Special Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Communication from Citizens:

1) Stan Rothermich, who lives just across the road from the planned annexation on Hwy. 231, spoke to the Council regarding the proposed planned annexation, saying he is not too enthused about the idea. Firstly, the ingress and egress will go directly in front of his house; not to mention, at night-time headlights will be bouncing off of his windows.

Secondly, said Mr. Rothermich, there is a mass influx of people walking across his thirty acres of property. Evidently, they believe it is public property. Thirdly, that road is not built to handle that large amount of traffic. As a matter of fact, Mr. Rothermich stated, it cannot handle the traffic that is on it right now. Mr. Rothermich thinks a major improvement needs to be made before any type of development is considered through the area. There are no shoulders on the road and if a car runs off the road, they are in a ditch; and if they don't run off the road they slam on the brakes and hit the car in front of them. There have been numerous accidents such as that since he has lived there and he has had cars upside down in his front yard. There is a straight-of-way with no room for error. Double yellow lines and speed limit signs have not slowed drivers down. This will be a dangerous situation. Mr. Rothermich suggested we need to be proactive instead of reactive.

2) Billy Thorne, of 388 Rutledge Lane, and a resident of Wilson County for 58 years, addressed the Mayor and Council on his concerns of the pending rezoning of the property that adjoins his. His concern is for the safety of the drivers and passengers that drive up and down the Highway 231 corridor. The influx of additional traffic and waiting times that everyone is going to be subjected to in about two months. There are five schools out there. There will be school bus traffic, walking children, kids on bikes and moms taking children to school. Mr. Thorne has been attending Council meetings since December and a discussion has been ongoing about a TDOT study for this road. It has not been done. That should be reason enough to postpone this rezoning.

3) Jeff Susan, who lives on Chapman Drive, had a few questions for the Mayor and Council in reference to the proposed rezoning. He noticed a difference in the acreage of 6 acres. In Resolution 15-1892 it lists 107.48 acres and on Ordinance 15-5038 it mentions 106.18 acres. Which is it? Has that other 6 acres been purchased? Mr. Susan asked how many times this rezoning has come before the Council. Planning Director Paul Corder replied three times.

Mayor Craighead requested Planning Director Paul Corder address the questions. Mr. Corder replied the difference is in the separation of the road from the area to be zoned. Mr. Susan also asked if a sign has been placed on the property regarding the rezoning. Mr. Corder answered there has been a sign in the past, and there will be a legal sign put up prior to the Public Hearing.

4) Byron Gill, an attorney for Rochelle, McCullough, addressed the Council saying, " I represent the property owner, along with Mr. Harrison, the Engineer. So, if the Council has any questions for us, we would be happy to answer those. We have spoken to everyone that stood up tonight, in various meetings since we have been here."

Communication from Mayor:

Mayor Craighead announced, "If you didn't make it to the 4th of July Fireworks, you missed a good show." The Mayor joked it was a little wet, but, if it is the 4th of July, you have fireworks and you have rain. The fireworks were great. He has heard a few people comment about the noise; but, he has been Mayor 8 years and the first four years people were not allowed to shoot fireworks, plus they had to go outside the City limits to purchase them. This year there were fourteen places inside the City selling fireworks. The money generated from that fee and the sales tax more than paid for the presentation of the fireworks for the community. Mayor Craighead emphasized that people need to adhere to fireworks safety rules and next year we work harder to ensure that people adhere to those rules.

The Mayor welcomed back Councilors Rob Cesternino and Rick Bell, who were not at the last Council Meeting. Councilor Cesternino is in the National Guard. The Mayor thanked Councilor Cesternino for his service regarding his deployment. The Mayor also noted Councilor Bell was out due to illness; although he had been scheduled to take a vacation, his illness prevented him from doing so.

Mayor Craighead announced Greentree Pointe had their Groundbreaking today which was very interesting. Council members were excited to hear about the improvements that are being made in that neighborhood.

Reports from Committees / Aldermen / Officers:

1) Councilor Lanny Jewell agreed with the Mayor and joked that he got to listen to the fireworks in surround sound.

Councilor Jewell asked Commissioner Baines to explain to citizens how they can contact someone to spray for mosquitoes. Commissioner Baines stated they can call 444-0825 and let us know their area needs spraying. We currently do not spray citywide. However, Commissioner Baines noted if we are notified of a specific trouble spot, we will do spot spraying. He said just call to make sure you are on our list.

2) Councilor Tick Bryan advised citizens there is a lot of work already going on at Greentree Pointe and it was fun to see all the plans for improvements that are proposed. The Councilors got to speak with the people who are in charge and see the supply trucks firsthand. It will be a major improvement to the development there and he is looking forward to it.

3) Councilor Rick Bell apologized for missing the last Regular Called City Council Meeting. He suddenly found himself under the weather and certainly wishes he had been here, it would have been a lot more fun.

Old 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)

Councilor Jewell brought forth discussion regarding a deferral. The reason for the deferral is because the meeting originally set for July 6, 2016 to talk with the Tennessee Department of Transportation (TDOT) was delayed until July 21, 2016, to keep any possibilities open. The Mayor asked Commissioner Baines what they hope to achieve at this meeting with TDOT.

The Commissioner responded that this area is a busy corridor and the road improvements are on the long range plans for TDOT; however, the meeting is mostly to keep it a high profile issue to them. Commissioner Baines also noted that there is no question that the developers are going to have to improve some of the conditions on this property. The meeting will be a reminder that we need TDOT's assistance in this matter. We have got to have density out there to get the road improvements. It is busy now, and we all recognize that it is only going to get busier. The goal of the meeting is to plant the seed with TDOT that this road needs to be high up on the list. Although, said Commissioner Baines, "Is it going to happen tomorrow with TDOT? No, it's not."

Mayor Craighead agreed with Commissioner Baines, "I can say that they are always looking at what can be done; but a lot of it is from Mr. Shipper's (property) to come way up to Hartmann. But, I don't believe anything is really on the agenda for them (Hwy. 231) any time soon. I think a lot of what will spearhead that, is no different than what happened out on Highway 70 when you got Indian Hills, Blair Lane, Richmond Hills, Shenandoah, Five Oaks and Horn Springs into one road, and over time they looked to be reactive up front; but, the way it is on State highways and roads, it comes more on the tail end after a lot of development has happened. So, I wouldn't expect a lot to be accomplished or any kind of commitments to come from that meeting."

Councilor Jewell believes that deferring until the meeting with TDOT would at least give them a chance to get a more definitive answer as to how far out they are. He has looked at the safety issue, and would like to see a deferral.

Motion was made by Councilor Jewell, seconded by Councilor Burton, to defer said Resolution until the first Council Meeting in August.

Councilor Rick Bell stated for the record, "At the May Planning Commission Meeting, the Planning Commission did vote unanimously to recommend approval for this project, so, that is just for all of your knowledge. I don't know if ya'll knew that."

Attorney Byron Gill interjected, "With all due respect, these folks have gotten to a point, where we either need a vote or give up the project. That is basically where we are. So, we would ask that it be voted on tonight."

Motion was made by Councilor Jewell, seconded by Councilor Ash, to deny said Resolution.

Discussion was brought forth by Councilor Jewell on the merits of a motion for deferral versus denial. Discussion was held among Councilors Jewell, Burton and Bell regarding the Planning Commission's recommendation and TDOT's upcoming meeting.

The Mayor explained to Councilor Burton the purpose of the meeting on July 21st. At that general meeting, Hwy. 231 will be discussed; as well as, Legends Drive, the future of development on Hwy. 109 and our roads and infrastructure coming up in the future. The Mayor reaffirmed that a lot of the priorities are not set until there is a continued demand.

After much discussion, Councilor Jewell decided to leave his motion to defer the resolution rather than deny the resolution.

Mayor Craighead called for a roll call vote on the motion to defer until the August 2nd Regular Called City Council Meeting.

Councilors voted as follows:

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

Motion to defer failed for lack of a majority, with the Mayor breaking a tie vote of 3 yes and 3 no, voting no, and making the vote 3 yes and 4 no.

Motion was made by Councilor Bryan, seconded by Councilor Cesternino, to pass said Resolution.

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

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

Main motion passed with a majority vote of 4 yes and 2 no. Resolution was read and passed.

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 Bryan, seconded by Councilor Cesternino, to pass said Resolution on first reading.

Mayor Craighead asked if there was any discussion. There was none.

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

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

Main motion passed with a majority vote of 4 yes and 2 no. Resolution was read and passed.

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 RS20 (Low Density Single Family) District in Ward 1, by Paul Corder, Planning Director. (Request by Jerry Earwood)

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

Councilor Cesternino brought forth discussion saying, "The one thing that I would like to note that when a project is unanimously approved by our Planning Commission and someone owns that property, and they want to come into the City--I think we, as a City, have the obligation to support that property owner coming into this city. That is when it is going to take a hard look and that's when we are going to go to these other steps that these other citizens that are surrounding this want to be involved. So, I think that we as a body need to be fair and consistent. Unfortunately, I think sometimes we are hit and miss, with when we support the Planning Commission and when we don't. We as a body have to say we have sat this Commission, and we have given them our mandate, and we either support their decisions or we don't. But, we can't have a shotgun effect that says today we are going to support you, but tomorrow we don't support you. I think that we need to do a little bit better job of letting that Commission know that we have their back and that there is some consistency in the way that we govern. And I certainly think that once this gets annexed and it moves through the process, then we are going to go down these roads. And also believe that when you get TDOT and they say well this thing is thinking about coming in. No, now when you have the meeting there is a hard plan, there is movement coming in, there is numbers that they can realistically look at; and I think it might get more teeth."

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

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

Main motion passed with a majority vote of 4 yes and 2 no. Resolution was read and passed.

New Business:

Council approval of an Application for Taxi Cab Driver's License (Applicant: Lawrence A. Curtiss), by Robert Springer, Commissioner of Finance and Revenue.

Motion was made by Councilor Burton, seconded by Councilor Cesternino, to approve an application for a Taxi Cab Driver's License for Lawrence A. Curtiss. Motion carried unanimously. Application for a Taxi Cab Driver's License for Lawrence A. Curtiss was approved.

Ordinance No. 16-5257, first reading, to authorize Line Item Transfers for the Economic Development Department (2015-2016 Fiscal Year Budget), by Sarah Haston, Economic Development Director, and Robert Springer, Commissioner of Finance and Revenue. (*Line Item Transfer – Before & After the Fact*)

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.

Resolution No. 16-1948, to approve a Hold Harmless Agreement with the Developers of Fairfield Inn and Suites to allow placement of a sign within the public utility and drainage easement, by Regina Santana, Engineering Director of Development.

Motion was made by Councilor Burton, seconded by Councilor Bell, to pass said Resolution. Motion carried unanimously. Resolution was read and passed.

Resolution No. 16-1949, to approve the Engineering Procurement and Construction Agreement with Rockwood, LLC, for support activities for the Gasification Unit owned by the City of Lebanon, by Jeff Baines, Commissioner of Public Works, and Scott McRae, Gasification Plant Foreman.

Motion was made by Councilor Bell, seconded by Councilor Cesternino, to pass said Resolution as revised. Motion carried unanimously. Resolution was read and passed as revised.

Resolution No. 16-1950, to authorize and approve a proposal with the Tennessee Department of Transportation for the construction of State Route 141 from north of Lovers Lane to State Route 26 (US-70), State Project No. 95013-2218-14, PIN 103203.01, by Jeff Baines, Commissioner of Public Works.

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

Ordinance No. 16-5268, first reading, to amend the Lebanon Municipal Code, Title 9, Chapter 3, Sections 9-313 and 9-315, relative to Taxicabs (requiring applicants to submit a certified copy of their criminal and driving history to the Police Department), by Mike Justice, Police Chief.

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

Mayor Craighead advised, for the record, the Commissioner of Finance and Revenue Robert Springer has received a copy of the memorandum from Director of the Center for Economic Research in Tennessee (CERT) Sarah Haar, stating the Special Census Certification for the City of Lebanon is 32,732.

The Regular Called City Council Meeting of July 5, 2016 adjourned at 6:40 p.m.

Attest:

Approved:

Robert D. Springer
Commissioner of Finance & Revenue

Philip Craighead
Mayor

Secretary:

Jaci Diebner

REVISED (SEE HIGHLIGHTS)

ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT

This Agreement ("Agreement") is made and entered into as of this the ____ day of July, 2016, by and between the City of Lebanon ("Owner"), and Rockwood ("Service provider"). This Agreement shall be effective and in full force as of the ____ day of _____, 2016 (the "Effective Date").

RECITALS

A. Owner, through the wastewater treatment plant, has purchased a waste to energy gasification plant. The plant will convert feedstock consisting of green wood, dry wood and tires into energy that will be utilized by the current wastewater treatment facility (the "Project"). This process equates to a significant cost reduction in energy for the City of Lebanon.

B. Owner has applied for and obtained all permits required in association with the gasification facility at the wastewater plant.

C. Service Provider has agreed to collect and process the necessary feedstock for the gasification needs of the Owner. Owner shall haul/transport raw feedstock (tires and wood) from customers to Rockwood located at 510 Hartmann Drive. Owner shall also haul roll off containers to gather material. Hauling rates shall be agreed upon based on location, distance, frequency of hauls, etc.

D. Service Provider has agreed to process the material to meet engineered specifications provided by the City of Lebanon for feedstock.

E. Both Owner and Service Provider desire to attract regular sources of feedstock material through collection agreements with third party waste producers (Customers).

NOW THEREFORE, in consideration of the mutual promises and covenants of each to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. PURPOSE AND SCOPE

1.1 Collection Site & Services

Owner and Service Provider have established a written Memorandum of Understanding in association with the Project. Service Provider will supply the labor, equipment, and knowledge to collect and process wood and tires for the needs of the Project. Service Provider will develop and establish a collection site in accordance with all codes and regulations and will

maintain appropriate bonding and permits associated with said collection site currently to be located at 510 Hartmann Dr. Lebanon, TN.

1.2 Collection Requirement

Service Provider agrees, subject to availability, to collect a designated par level of materials for the gasification unit. **Subject to available material, the parties agree the level of feedstock may increase by mutual agreement.** The current par level is 32 tons of feedstock per day and a goal of 64 tons in the near future and consist of the following for optimum performance:

<i>Green Wood</i>	<i>Zero (0) to 14 tons, depending on moisture content.</i>
<i>Dry Wood</i>	<i>14 tons or more depending on the condition of the green wood.</i>
<i>Tires</i>	<i>Three tons of 2.5" minus tire chips.</i>

2. SERVICE PROVIDER RESPONSIBILITIES

2.1 Project Scope of Work

(a) Owner shall staff, train, and be dedicated to the operation of the gasification unit. In the relationship between the Owner and Service Provider, Service Provider agrees to be diligent in working together continually to improve the process of collecting and processing for the betterment of the gasification facility within reason. Any changes that may be needed, additional actions, and further opportunities as they result from the collaboration of the gasification operations and the Project shall be agreed upon in a change order to the Agreement.

(b) Service Provider will provide the collections, and processing of quality feedstock for the gasification unit. Service Provider will be responsible for permitting, equipment, maintenance, and management of waste collection, sorting, and processing. Service Provider will work to establish contracts for feedstock collection and shall be involved in contract negotiations on behalf of Owner as they relate to Owner efforts for feedstock procurement.

(c) Service Provider will provide the staff for all billing and accounting as it relates to Service Provider contracts with waste producers (Customers). Service Provider will provide documentation and data to Owner for the billing of Owner's customers should the need arise.

(d) Service Provider, through lease or purchase, will provide the land for the operations of Service Provider within a 1 mile radius of Owner's current waste water facility. The site will meet or exceed TDEC requirements for a solid waste processing facility and shall obtain the appropriate permitting for a collection recycling center of this nature.

(e) Service Provider will be responsible for obtaining and provide funding for necessary equipment to collect and produce the needed feed stock.

(f) Service Provider will provide onsite space for the Owner to store green wood, in the event of overflow due to a storm, excess green waste from the City will be stored at the existing Cities storage facility. Service Provider will allow approximately 150 CY of wood waste on a daily basis, or until space capacity, at which time green waste may be sent to the Cities facility for storage. Should Service Provider request additional green wood and the City can provide, the service provider will accept the requested amount at no charge.

(g) Service Provider anticipates collecting tires onsite. Tires collected over quantity required for the gasification process will be sold for alternate uses. The Owner may hold a contract with Wilson County for tires brought into the facility. In so doing, the Owner agrees to work with Service Provider to provide additional funding through grants that may be available to the Owner regarding tire recycling.

(h) Service Provider agrees to quality controls where all material processed will comply with specifications provided by the Owner. The current specification is: That Service Provider will supply material to meet specifications of the City currently 2"-3" in size. Changes in material specification may result in a pricing change order for production.

(i) Service Provider agrees to load all materials for gasification in the appropriate hauling container to be hauled by the Owner.

(j) Service Provider will collect a tipping fee per ton for dry wood, and tires. There will be no fee for receiving of green wood that the City provides and delivers during normal collections. Greenwood that is brought in that is not used in gasification will not have a grinding fee associated. Grinding fee for green wood is only if the City is using the product for gasification or a contract grinding service at the Cities wood collection facility (offsite from the Rockwood site). Service Provider agrees to remit a payment per ton to the Owner as outlined in Exhibit A. Service Provider will charge a grinding fee per ton for green wood, dry wood, and tires. All fees shall be presented in attached Exhibit A.

(k). City of Lebanon agrees to waive all applicable fees for the development of Rockwood Recycling as a contribution to the agreement and partnership. Fees include:

Planning commission fee, Storm Water plan review fee, Land Disturbance Permit Fee, Storm Water Inspection fee, Building plans review fee, Building Permit fee, Plumbing Permit fee, Mechanical Permit fee, Fire Alarm Plan Review fee, and Fire Suppression Plan review fee. In consideration for these fee waivers is the agreement for Rockwood to purchase and construct a larger building to store wood chips in dry conditions. This, in turn, will allow the City to reduce start up cost at the waste water plant. In so doing, Rockwood shall purchase and construct a larger building to house wood chips in the dry. This will allow the City to reduce startup cost at the waste water plant.

2.2 Permits

Service Provider shall provide all applicable permits associated with the collection and processing of feedstock. Owner shall provide all applicable permits as it relates to use of feedstock and its transportation.

3. GOVERNANCE

3.1 Adoption, Amendment and Termination

(a) This agreement will become effective when presented and approved by the Lebanon City Council. This agreement may be amended, in whole or in part, by mutual agreement of the Parties as evidenced by signatures on an amended agreement. The Parties agree to review the agreement annually for the purpose of making any necessary amendments or changes.

(b) Notwithstanding the foregoing, the initial term of this agreement shall be for a five (5) year period with renewal for an additional 5 years and may be extended thereafter as mutually agreed by the Parties.

(c) This agreement is considered a public/private partnership and any continuation of the Agreement shall be by negotiation between parties.

3.2 Programming, Funding, Budgeting and Reimbursement

Any transfer of funds between Parties that occurs as a result of the actions outlined in this agreement will be in accordance with applicable laws, agreements, existing authorities and procedures.

3.3 Administration

This agreement will be administered by a representative of the City of Lebanon and Rockwood, LLC. Adoption or approval of any policies, plans, standards or regulations recommended under this Agreement will be at the sole discretion of the appointed bodies of the Parties.

4. AGREEMENT AMOUNT

4.1 Agreement Amount. The Agreement Amount is as follows:

(a) Service Provider agrees to pay three dollars (\$3.00) per ton for dry wood to the Owner for every ton that comes into Collection Site.

(b) The Service Provider shall collect tires for gasification. The Service Provider shall charge \$68/ton to the City for tire processing and handling. The City has contracted with Wilson County and shall negotiate a rate for tires collection with Wilson County. All tire contracts besides the Wilson County contract should be communicated and approved by both the City and Rockwood. Rockwood reserves the right to limit tire collection, accept or deny loads, and turn customers away should Rockwood reach tire capacity and/or the customer not meet regulations on tire disposal. Rockwood tire collection facility is designed to accommodate the needs of the gasification project, extension outside of those quantities may be denied due to capacity regulations and limitations.

(c) There will be no charge for grinding of dry wood and tires, grinding fees for these items have been added to the collection fee. In addition, there will be no charge for green wood brought to the Service Provider that is utilized by the service provider. Service Provider agrees to accept City of Lebanon green wood that is from routine City pick up service, with the stipulations listed above.

(d) Service Provider will charge the Owner five dollars (\$5.00) per ton for the processing, grinding, and screening of green waste **to be utilized by the owner for all green wood utilized in the gasification process.** Service provider is charging for wood utilized in gasification, should green wood be utilized by the service provider and not for gasification, there will be no charge to the City.

(e) deleted

(e) Should Owner wish to bring in dry wood waste the tipping fee shall be forty dollars (\$40.00) per ton with Owner receiving a three dollars (\$3.00) per ton rebate on waste brought in from Owner.

4.2 Agreement Amount Adjustments

The agreement amount shall increase or decrease by change orders which Owner and Service Provider have signed pursuant to this agreement or for any adjusted amounts, including but not limited to sales and use taxes paid by Service Provider ("Agreement Amount Adjustments").

4.3 Payment of the Agreement Amount

Owner shall pay invoices within thirty (30) days of receipt. Service Provider agrees to pay tipping fee rebate within thirty (30) days of the month in which they were accrued.

4.4 Grants and Grant Application

Owner and Service Provider agree to pursue and apply for state and federal grants that have the potential of benefit for each entity. Grant applications will be identified and a mutual agreement to pursue such shall be reached before application. Service Provider agrees to provide information to the Owner to further chances of being awarded grants and funding. Service Provider agrees not to compete for any grant the Owner has or desires to apply.

5. MISCELLANEOUS

5.1 Assignment

Owner may not assign this Agreement without the prior written consent of the Service Provider.

5.2 Indemnification and Hold Harmless

(a) Service Provider shall be responsible for all liabilities, damages, fines, penalties, and attorneys' fees which result from conduct of Service Provider; further Service Provider agrees to indemnify and hold Owner harmless as a result of any such claims.

(b) Owner shall be responsible for all liabilities, damages, fines, penalties, and attorneys' fees which result from conduct of Owner; further Owner agrees to indemnify and hold Service Provider harmless as a result of any such claims, within the liability limits prescribed by Tennessee state law and the Governmental Tort Liability Act.

5.3 Notices

All notices, designations, consents, approvals, and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and may be (i) transmitted by facsimile, (ii) delivered by overnight courier, (iii) delivered by hand, or (iv) mailed by registered or certified mail, return receipt requested, postage prepaid, and in any case shall be addressed as follows:

(a) If to Service Provider:

**Rockwood Recycling, LLC
Attn: Legal Department
1401 Toshiba Drive
Lebanon, Tennessee 37087**

(b) If to Owner:

City Of Lebanon
Attn: Mayor and Commissioner of Public Works
200 North Castle Heights Ave,
Lebanon, TN 37087

5.4 Entire and Complete Agreement

This Agreement (including all Exhibits) constitutes the entire and complete agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous understandings, arrangements, commitments and representations, all of which, whether oral or written, are merged into this Agreement. The Exhibits to this Agreement are an integral part of this Agreement and shall be afforded full force and effect as though incorporated in their entirety in the Articles hereof.

5.5 Binding Effect

This Agreement binds and inures to the benefit of the Parties to this Agreement and any successor or assignee acquiring an interest hereunder.

5.6 Further Assurances

Each Party shall execute and deliver any instruments and perform any acts that may be necessary and reasonably requested by any other Party in order to give full effect to this Agreement.

5.7 Venue and Governing Law

Venue shall be in Wilson County and the laws of the State of Tennessee shall govern the validity, interpretation, construction and performance of this Agreement.

5.8 Counterparts

This Agreement shall be executed in 2 (two) counterparts, each of which shall be deemed an original, and all of which when executed and delivered together constitute one and the same instrument.

5.9 Amendment or Waiver

(a) Neither this Agreement nor any provision of this Agreement may be changed, modified, amended or waived except by a written instrument signed by the Party against whom enforcement of such change, modification, amendment or waiver is sought.

(b) Any failure of either Party to enforce any of the provisions of this Agreement or to require at any time performance by the other Party of any of the

provisions hereof during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of either Party thereafter to enforce any and each such provision.

5.10 Severability

If any provision of this Agreement is, for any reason, determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and make such amendments, modifications or supplements of or to this Agreement, that to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SIGNATURES TO FOLLOW ON NEXT PAGE

SIGNATURE PAGE-

IN WITNESS WHEREOF the Parties have hereto set their hands as of the day and year first above written.

Owner- CITY OF LEBANON

Recommended by: _____
Scott McRae, Gasification Project Manager

Jeff Baines, Commissioner Public Works

Approved as to Availability of funds: _____
Robert Springer, Commissioner of Finance

Approved as to Form and Legality: _____
Andy Wright, City Attorney

Approved: _____
Philip Craighead, Mayor

Date: _____

Attest: _____
Robert Springer, Commissioner of Finance

Service Provider- ROCKWOOD RECYCLING, LLC

Approved: _____
Name/Title:

Attest: _____
Name/Title:

Res. No. 16-1949

EXHIBIT A

Service Provider to Owner:

Pays \$3.00 per ton for Dry Wood

Owner to Service Provider:

Pays \$68.00 per ton for tires

Pays \$5.00 per ton for Green Wood that is Ground for Gasification Purposes

Pays \$7.00 per ton for CONTRACT/SPECIAL PURPOSE Green Wood (tornado, wind, etc.)

Hauling:

All Hauling will be provided by Owner

Billing and collections will be provided by Service Provider to Customers

A monthly check will be sent to Owner by Service Provider for hauling

Service Provider shall give Owner right of refusal on hauling contracts. Service Provider can accept materials from other hauling companies. Owner shall receive fee for tons collected by all parties as specified.

Note:

Green wood sent to Service Provider from the City on regular basis will be received and

At no charge to the City.

Res. No. 16-1949



#1

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

RANDY BOYD
COMMISSIONER

BILL HASLAM
GOVERNOR

MEMORANDUM

TO: Amanda McGraw, Chief Financial Officer
Tennessee Department of Revenue

FROM: Sally Haar, Director *SH*
Center for Economic Research in Tennessee (CERT)
Tennessee Department of Economic and Community Development

DATE: June 30, 2016

SUBJECT: Special Census Certification

Under Tennessee Code Sections 9-16-101, 67-6-103, 54-4-203 and 57-5-205, as amended, the Department of Economic and Community Development is authorized to certify to the proper state authorities, the results of censuses taken under its direction for the purpose of distributing state-collected taxes due to municipalities on a population basis.

A special census has been made in the City of Lebanon, Tennessee in connection with:

NEW INCORPORATION

The new population base is _____.

TERRITORY ANNEXED

The population of the annexed area is _____.

The new population base is _____.

CITY-CENSUS

The new population base is 32,732.

ANNEXATION AND CITY-WIDE CENSUS COMBINED

The new population base is _____.

DEANNEXATION

The population of the de-annexed area is _____.

The new population base is _____.

I certify that the above information is true and correct, and recommend that the new population total shown be used as the basis upon which the municipality shall participate in any state-shared taxes to which it is entitled.

- cc: Richard H. Roberts, Commissioner, Revenue Department
- Mike Corricelli, Chief of Accounts, Finance and Administration Department
- Jennifer Herstek, Finance Director, Transportation Department
- Philip Craighead, Mayor, City of Lebanon
- Robert Springer, Commissioner of Finance & Revenue, City of Lebanon ✓
- Scott McRae, Project Manager, City of Lebanon
- Donny Bunton, Community Planner, Northwest Tennessee Development District

ORDINANCE NO. 16-5257

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE LINE ITEM TRANSFERS FOR THE ECONOMIC DEVELOPMENT 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 Economic Development 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: Economic Development			
From:	11041115-72450	Telephone	\$634.30
To:	11041115-72320	Dues	\$350.00
	11041115-72350	ECD Marketing	\$215.00
	11041115-72500	Medical & Vet	\$69.30

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: 7/05/16

Passed second reading: _____

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

FINANCE DEPT.
 2016 JUN 21 AM 9:01

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Economic Development

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041115-72450	Telephone	\$634.30	

Total \$ 634.30

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-41115-72320	Dues		\$350.00
110-41115-72350	ECD Marketing		\$215.00
110-41115-72500	Medical & Vet		\$69.30

Total \$ 634.30

REQUESTED BY Sarah Haston

DATE 6/17/2016

DEPARTMENT HEAD *Sarah Clegg*

DATE 6.17.16

COMM. OF FINANCE *Robert [Signature]*

DATE _____

MAYOR *Phil Longoria*

DATE _____

REASON FOR THIS TRANSFER:

Cover cost of overages for FY¹⁵⁻¹⁶ 16TT

After & Before

11041117 72350 ←

WEYMAN

CREATIVE

INVOICE #LEB003

PLEASE MAKE PAYMENT TO:

Justin Weyman
244 Township Drive
Hendersonville, TN 37075
615.568.1356
gnop05@gmail.com

6.2.16

ATTN:
Sarah Haston
Economic Development Director
City of Lebanon
615.443.2839 Ext. 2120
Lebanon, Tennessee

DESCRIPTION	HOURS	AMOUNT
Poker Chips	0.50	20.00
Dog Park Flyer	2.00	80.00
Dog Park Flyer Stock Image \$5	0.00	5.00
Retail Snapshot	0.25	10.00
Banners	2.50	100.00
Recon Graphic	0.50	20.00
City Chat Graphic Revisions	0.25	10.00
Farmers' Market Fresh FB Image	0.25	10.00

*Sarah only 43.00
left in this
budget item.
CECD marketing)
You will need to
do a line item
transfer so I can
process it.*

TOTAL = \$255.00

City of Lebanon
PURCHASING CARD VOUCHER FORM

Date: 4/29/16
Dept: Econ. Dvlp.
Acct. #: 11041115-72320
Amt. Charged: \$750.00
Purpose: Leadership Wilson

Receipt: Yes No

Available -
\$ 400 ⁰⁰

Approved by: Lisa Lane
Lisa Lane

Reviewed by: Debbie

Sarah,
Need to transfer
\$ 350 into this account.
D.c.b.b.c

Leadership Wilson

1716 Indian Hills Rd
Lebanon, TN 37087
Phone 615-443-7614 Fax 615-443-7614

11041115-72320

INVOICE

INVOICE #106

DATE: APRIL 25, 2016

City of Lebanon

FOR:
Tuition

Order #00363

DESCRIPTION	AMOUNT
Tuition for class membership 2016-2017 Sarah Haston	750.00
TOTAL	750.00

Make all checks payable to Leadership Wilson

~~Full payment is due by July 30, 2015~~

If you have any questions concerning this invoice, contact Dorie Mitchell, 415-3337, dorie@leadershipwilson.com

ORDINANCE NO. 16-5268

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND THE LEBANON MUNICIPAL CODE, TITLE 9, CHAPTER 3,
SECTIONS 9-313 AND 9-315, RELATIVE TO TAXICABS**

WHEREAS, the Lebanon Municipal Code, Title 9, Chapter 3, section 9-313. Police investigation of applicant- traffic and police record. and section 9-315. Issuance of license-duration-annual fee. have not been updated since 1968; and

WHEREAS, it is necessary and in the best interest of the citizens of Lebanon to amend sections 9-313 and 9-315 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 9-313. Police investigation of applicant-traffic and police record. is hereby amended by deleting the current section 9-313 in its entirety and creating a new section 9-313 as follows:

9-313. Police investigation of applicant-traffic and police record. Each applicant for a taxicab driver's license shall submit a certified copy of their criminal and driving history with their application to the police department. The police chief shall review the application and make a determination as to whether to approve or deny it. The application as well as the certified criminal and driving history shall then be submitted for the consideration of the city council. No license shall be issued to any person who is under the age of 21.

Section 2. 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 in its entirety 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 commission 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 recommendation of the chief of police after the application is reviewed and a certified copy of the applicant's current driving and criminal history has been submitted. The license holder shall notify the chief of police in writing any criminal violation convictions as well as any traffic (moving violations) convictions within the calendar year. The chief of police can determine if the conviction should cause for the revocation of the license by the Lebanon City Council. The renewal fee of \$5.00 per driver will be assessed, unless the license for the preceding year has been revoked.

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

Ord. No. 16-5268
Page 2

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 7/05/16

Passed second reading: _____

CHAPTER 3

TAXICABS

SECTION

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 \$5.00 per driver, unless the license for the preceding year has been revoked. (1968 code, § 5-415)

Revised Version

CHAPTER 3

TAXICABS

SECTION

9-313. Police investigation of applicant-traffic and police record. Each applicant for a taxicab driver's license shall submit a certified copy of their criminal and driving history with their application to the police department. The Police Chief shall review the application and make a determination as to whether to approve or deny it. The application as well as the certified criminal and driving history shall then be submitted 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 recommendation of the Chief of Police after the application is reviewed and a certified copy of the applicants current Driving and Criminal History has been submitted. The License holder shall notify the Chief of Police in writing any Criminal Violation Convictions as well as any Traffic (Moving Violations) Convictions within the calendar year. The Chief of Police can determine if the Conviction should cause for the revocation of the License by the Lebanon City Council. The Renewal fee of \$5.00 per driver will be accessed, unless the license for the preceding year has been revoked.

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).

- (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

RESOLUTION NO. 16-1938

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION
AT 409 CARVER LANE (TAX MAP 45 PART OF PARCEL 57) 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; and

WHEREAS, at Lebanon Municipal Regional Planning Commission Meeting on May 24, 2016, a motion to recommend approval of the Plan of Services to the Mayor and City Council failed due to the lack of a majority.

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

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

**May 20, 2016
PROPERTY AT 409 CARVER LANE
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 13.32 acres at 409 Carver Lane as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

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

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an Urban Growth

Boundary (UGB) in which annexations could occur. Lebanon can annex property within its UGB by ordinance.

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

The owner of the property at 409 Carver Lane has asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE

Planning Commission Application
Rezoning - Specific Plan District Information and Checklist



Title of Project ANNEXATION & ZONING REQUEST CALVEN PARTNERS
 Street Location 409 CARVER LANE
 Tax Map/Group Number 095 Parcel 057.00
 Total Acreage 14.51

Approval Requested:

- Preliminary Subdivision _____ No. of Lots _____
- Final Subdivision _____ No. of Lots _____
- Non-Residential Site Plan _____ Bldg. Sq. Ft. _____
- Residential Site Plan _____ No. of Units _____
- Annexation & Zoning 14.51 Acres/Zoning R-1 County
- Rezoning 14.51 Acres/From R-1 to PM6
- Specific Plan District _____ Acres _____
- Other _____

Owner/Developer:

Name CALVEN PARTNERS (J.D. LOWERY)
 Address P.O. Box 441
LEBANON, TN 37088
 Telephone 615-477-2001
 Email _____

Surveyor/Engineer:

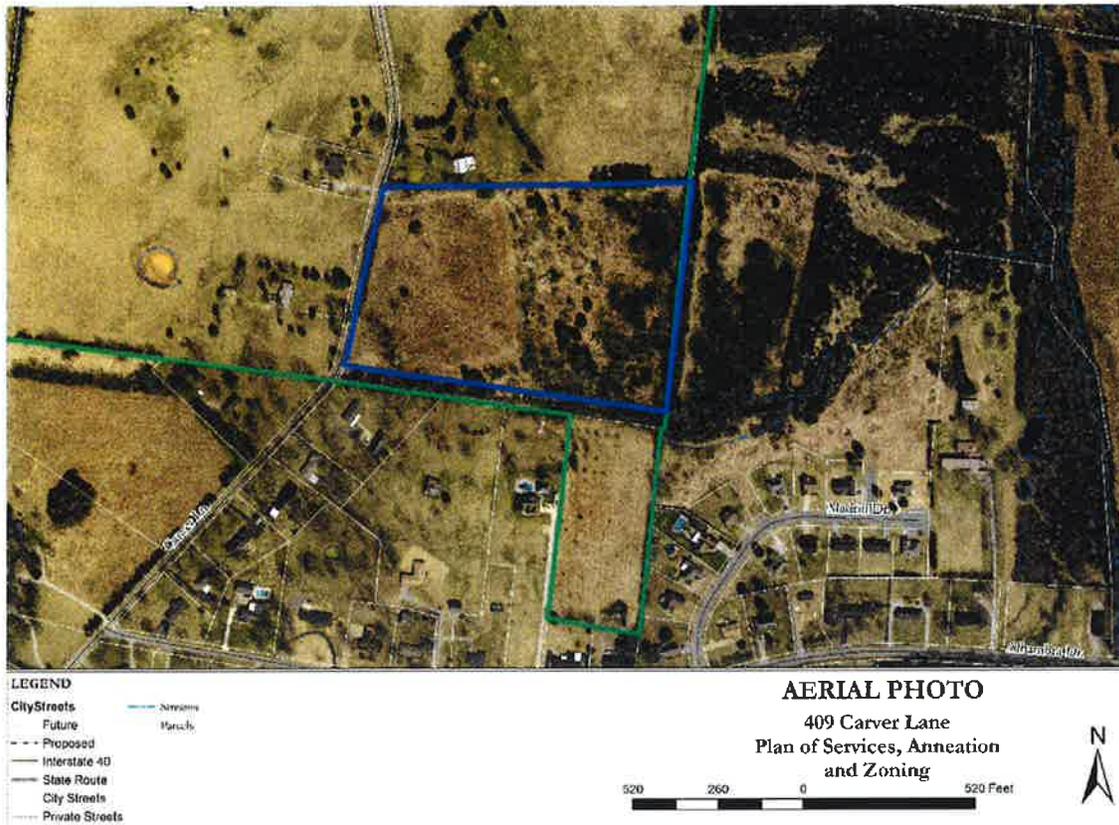
Name CROCKETT, SHELBYNIA
 Address 427 PANK AVE
LEBANON, TN 37087
 Telephone 615-444-6653
 Email CROCKETT@BELL SOUTH NET

Information required for all applications:

- Cover Letter or Written Narrative Explaining the Purpose of the Request
- Fourteen (14) Folded Copies of all Required Information
- One (1) Digital Copy
- Non-refundable Application Fee (See current fee schedule)

Date Application Filed: _____ Date of Requested Planning Commission Meeting: _____

200 North Castle Heights Avenue • Lebanon, TN 38087 • (615) 444-3647 • Fax (615) 444-1515



Legal Description

Beginning at the Northeast corner of property identified as Tax Map 45 Parcel 57 by the Wilson County Tax Assessor;

Thence, South 06 degrees 46 minutes 42 seconds West a distance of 350.51 feet, along the existing city limits, to a point;

Thence, South 07 degrees 38 minutes 33 seconds West a distance of 335.20 feet to a point;

Thence leaving the existing city limits, North 82 degrees 19 minutes 03 seconds West a distance of 281.75 feet to a point;

Thence, North 82 degrees 16 minutes 12 seconds West a distance of 201.23 feet to a point;

Thence, North 82 degrees 10 minutes 51 seconds West a distance of 175.05 feet to a point;

Thence, North 83 degrees 28 minutes 21 seconds West a distance of 63.79 feet to a point;

Thence, North 84 degrees 56 minutes 21 seconds West a distance of 64.60 feet to a point;

Thence, North 80 degrees 49 minutes 21 seconds West a distance of 185.36 feet to a point on the East margin of Carver Lane;

Thence, with a curve to the left, having a radius of 405.00 feet, a length of 53.20 feet,

and a chord of North 15 Degrees 48 Minutes 48 Seconds East, a distance of 53.20 feet to a point in the East margin of Carver Lane
Thence, North 12 degrees 02 minutes 50 seconds East a distance of 186.35 feet to a point;
Thence, North 12 degrees 33 minutes 47 seconds East a distance of 188.08 feet to a point;
Thence, North 14 degrees 58 minutes 07 seconds East a distance of 121.21 feet to a point;
Thence leaving the East margin of Carver Lane, South 82 degrees 51 minutes 47 seconds East a distance of 108.27 feet to a point;
Thence, North 88 degrees 53 minutes 38 seconds East a distance of 148.15 feet to a point;
Thence, North 88 degrees 55 minutes 26 seconds East a distance of 162.89 feet to a point;
Thence, North 88 degrees 42 minutes 59 seconds East a distance of 212.67 feet to a point;
Thence, North 89 degrees 04 minutes 43 seconds East a distance of 291.28 feet to a point, said point being the point of beginning.

Plan for Serving the Annexation Area

1. Police Protection

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

2. Fire Protection

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

This annexation is within the preferred 2.5 mile road distance from a fire station for fire protection.

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

- a. Domestic Water – The City of Lebanon currently has a 6” water line on the east side of Carver Lane.
- b. Sanitary Sewer – The City of Lebanon currently has an 8” gravity sewer line on the east side of carver lane.
- c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.

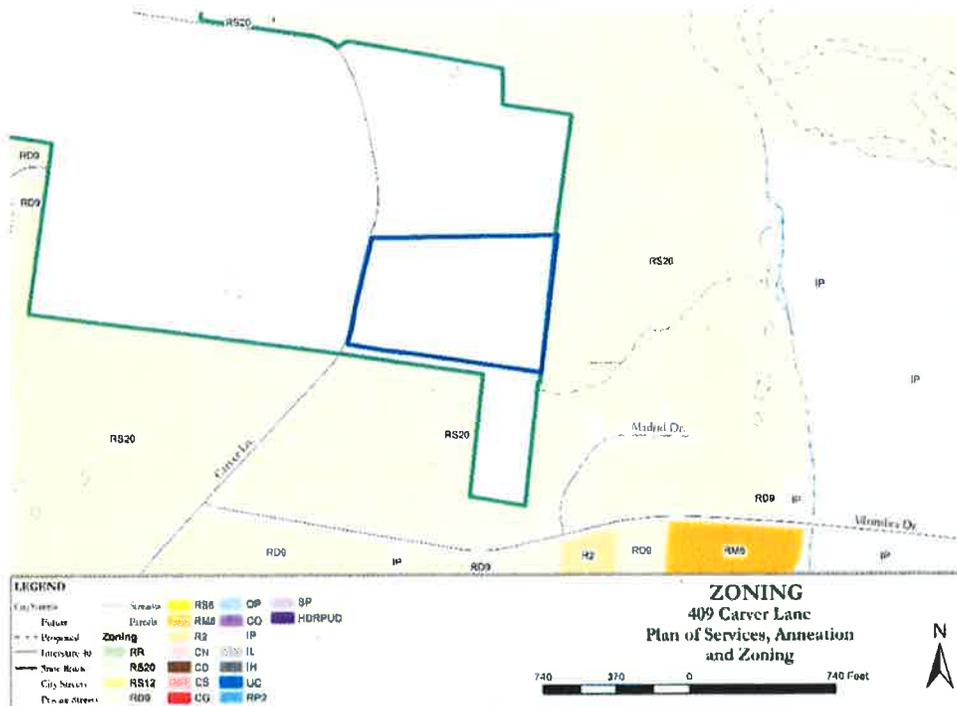
4. Electric Service and Street Lighting

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

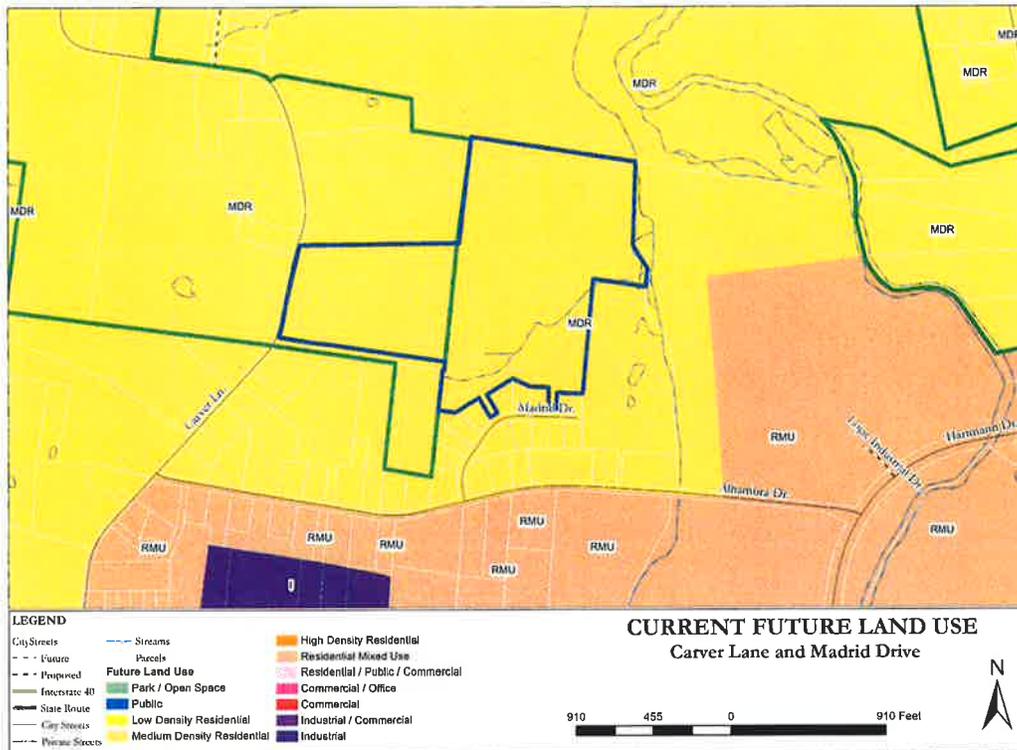
5. Public Works

- a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.

- b. Sanitation – City sanitation services will be available at the time of annexation.
 - c. Street and Right-of-Way Repair and Maintenance – This annexation will not include any right-of-way.
 - d. The City and/or the County may require road improvements by the owner as this property develops.
6. Gas
The City of Lebanon currently has a 2” gas line on the east side of Carver Lane.
7. Schools
Neither Wilson County Schools nor Lebanon Special Schools anticipate any noticeable effect from the annexation.
8. Inspection and Codes Enforcement
All inspection and code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.
9. Planning and Zoning
The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.
- a. The requested zoning for the annexation is RM6 – High Density Multi-Family Residential



- b. The current Future Land Use Plan classification for this area is Medium Density Residential.



10. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The animal shelter is located on Park Drive. Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

11. Voting Rights and City Elections

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

Revenue

The total appraised property value for the parcel in the annexation area is about **\$164,900**. This equals an assessed value of about **\$41,225** for a commercial property. The property tax generation from this property as a commercial property in the City would be about **\$250** per year. The estimate cost to serve this area is **\$0**.

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

Notice of the Public Hearing was published in the Wilson Post on July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: June 7, 2016.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1939

A RESOLUTION FOR ANNEXING PROPERTY AT 409 CARVER LANE, ALSO IDENTIFIED AS TAX MAP 45 PART OF PARCEL 57 CONTAINING 13.32 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, no right-of-way is being added to the City; and

WHEREAS, at Lebanon Municipal Regional Planning Commission Meeting on May 24, 2016, a motion to recommend approval of this annexation request to the Mayor and City Council, failed due to the lack of a majority.

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

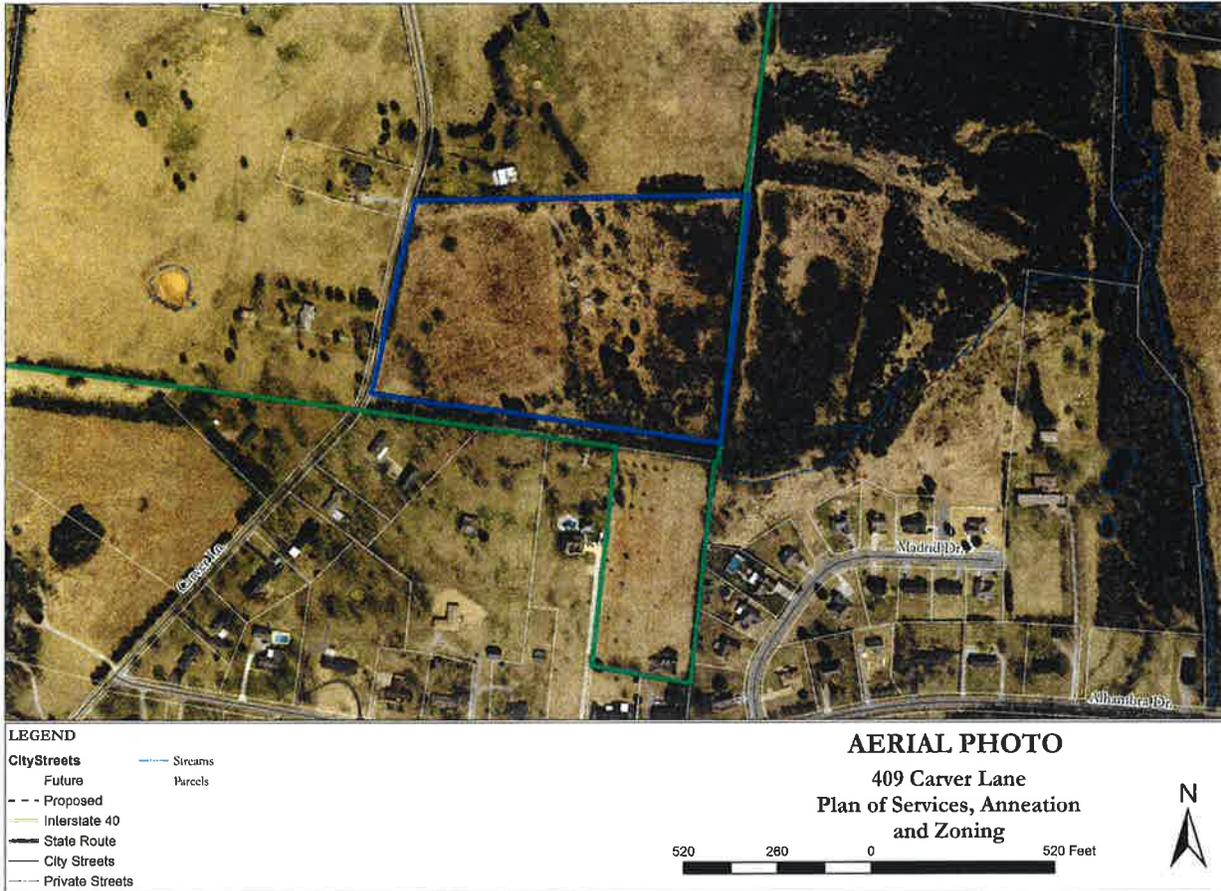
Mayor

Approved as to Form:

Passed first reading: June 7, 2016.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE NO. 16-5244

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING ZONING APPROVAL OF 13.32 ACRES AT 409 CARVER LANE (TAX MAP 45 PART OF PARCEL 57) TO RM6 IN WARD 1

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

WHEREAS, the property owners would like to use their property for residential uses;
and

WHEREAS, the subject property is identified as Medium Density Residential in the Future Land Use Plan; and

WHEREAS, the owner is asking for the RM6 zoning to continue the residential zoning on Carver Road and preserving the floodway with the residential zoning; 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, at Lebanon Municipal Regional Planning Commission Meeting on May 24, 2016, a motion to recommend approval of this zoning request to RM6 – High Density Multi-Family Residential to the Mayor and City Council failed due to the lack of a majority.

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

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

Approximately 13.32 acres more or less, located at 409 Carver Lane as shown on the attached map.

For reference, see Deed Book 1120 Page 2201, in the Register's Office of Wilson County, Tennessee, Tax Map 45 part of Parcel 57, for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

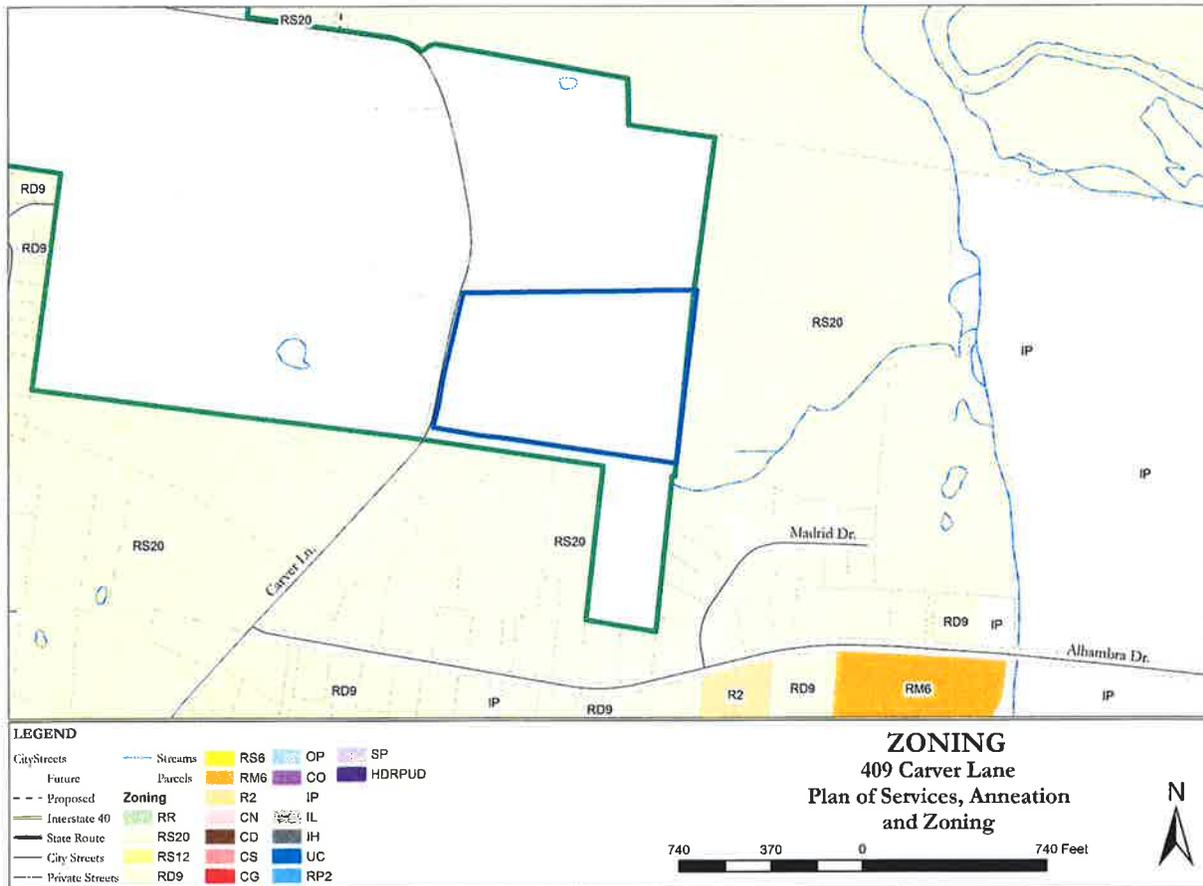
Mayor

Approved as to Form:

Passed first reading: June 7, 2016.

City Attorney

Passed second reading: _____



ZONING ORDINANCE 16-5245

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING UNADDRESSED MADRID DRIVE FROM RS20 – LOW DENSITY SINGLE-FAMILY TO RM6 – HIGH DENSITY MULTI-FAMILY RESIDENTIAL 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 subject property is identified as Medium Density Residential in the Future Land Use Plan; and

WHEREAS, the property owner is asking for the RM6 zoning to continue the residential zoning on Madrid Drive; 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, at the Lebanon Municipal Regional Planning Commission Meeting on May 24, 2016, this item failed due to the lack of a motion.

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 RS20 – Low Density Single-Family To RM6 – High Density Multi-Family Residential:

Approximately 30.33 acres more or less, located at unaddressed property on Madrid Drive as shown on the attached map.

For reference, see Deed Book 1236 Page 1432 in the Register’s Office of Wilson County, Tennessee, and being shown as Tax Map 58 Parcel 15.45, 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 July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

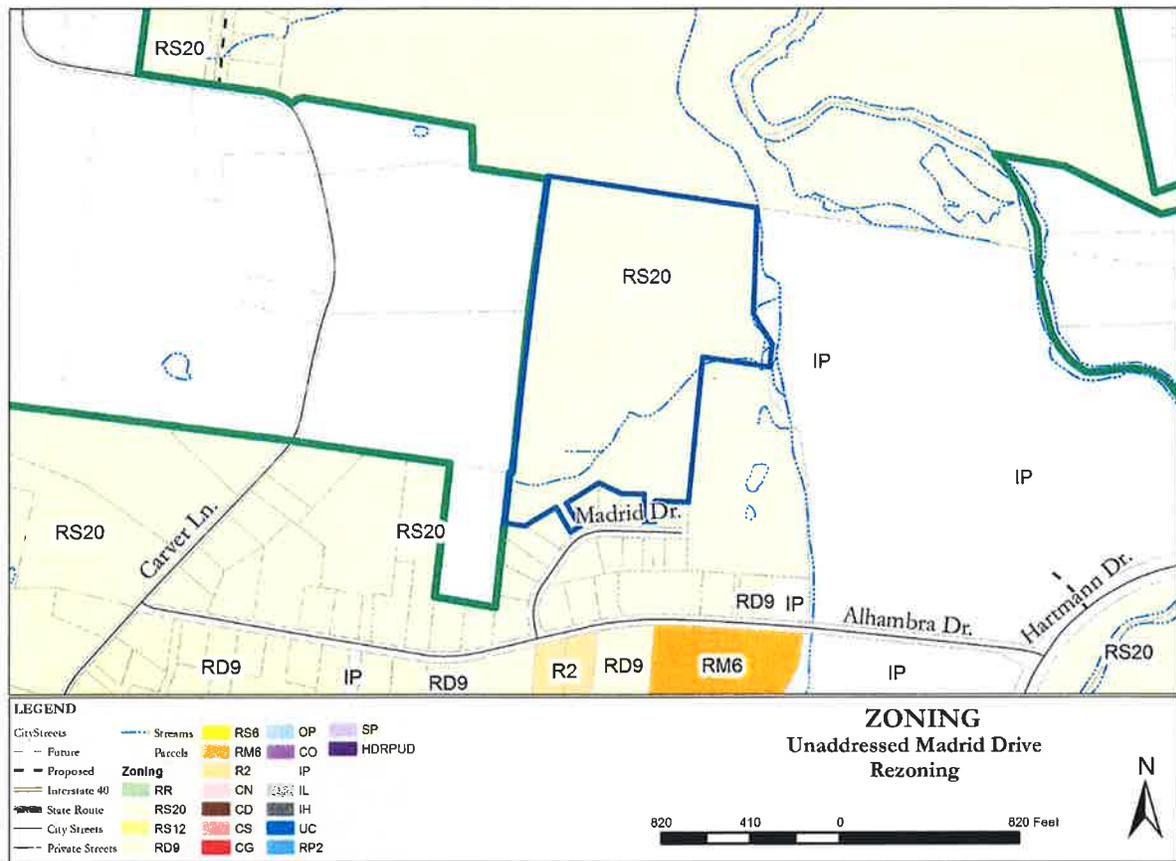
Mayor

Approved as to Form:

Passed first reading: June 7, 2016.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE 16-5264

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON
TOSHIBA DRIVE FROM R2 – HIGH DENSITY RESIDENTIAL TO CS –
COMMERCIAL SERVICE PARK IN WARD 1**

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

WHEREAS, the subject property is identified as Residential Mixed Use in the Future
Land Use Plan; and

WHEREAS, the property owner is asking for the CS zoning which allows both
residential and commercial uses; 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 CS – Commercial Service to the Mayor and City Council at their
May 24, 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
R2 – High Density Residential District to CS – Commercial Service.

Approximately 3.57 acres more or less, located on unaddressed property on
Toshiba Drive as shown on the attached map.

For reference, see Deed Book 879 Page 1712 in the Register's Office of Wilson
County, Tennessee, and being shown as Tax Map 58 Parcel 15.27, 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 July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

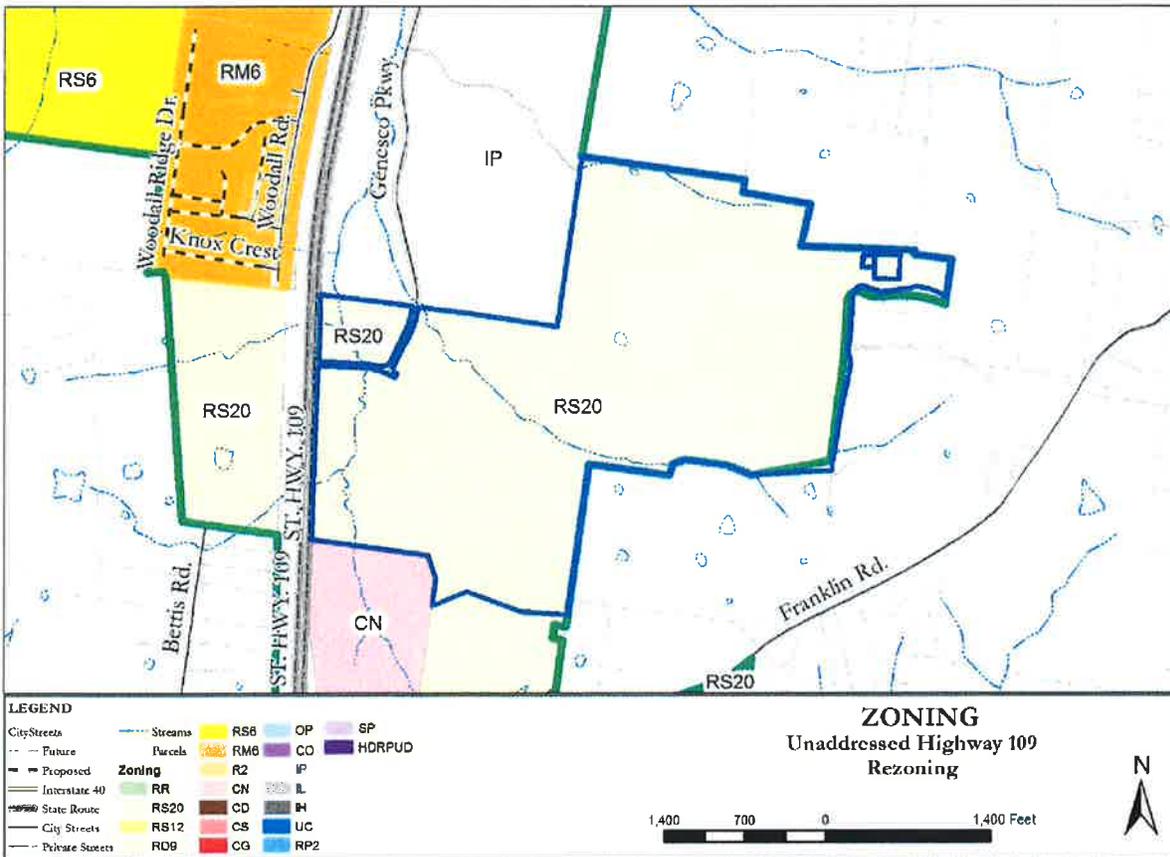
Mayor

Approved as to Form:

Passed first reading: June 21, 2016.

City Attorney

Passed second reading: _____.



ORDINANCE NO. 16-5265

AN ORDINANCE TO AMEND TITLE 14 CHAPTER 2 SECTION 14.203.B AND TITLE 14 CHAPTER 12 SECTION 1205.B.1 OF THE LEBANON MUNICIPAL ZONING CODE TO ALLOW THREE (3) AND FOUR (4) UNIT RESIDENTIAL DEVELOPMENTS THAT ARE UNDER 5,000 SQFT TO BE REVIEWED AS MINOR SITE PLANS

WHEREAS, Staff has reviewed the regulations from neighboring communities and are recommending a change in the site plan requirements for three (3) and four (4) unit residential developments if the area under roof is under 5,000 sq ft; and

WHEREAS, the cost of building houses has been an impediment to providing an adequate mix of housing options and affordability; and

WHEREAS, the FHA (Federal Housing Administration) has financing targeted to residential developments with four (4) units or less; and

WHEREAS, a threshold of 5,000 sq ft (of roofed area) is already in use in our zoning code and for other legislation in Tennessee; and

WHEREAS, this amendment is essential for the 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 Lebanon Municipal Code, Title 14 Chapter 2 Section 14.203.B (Alteration of Existing Building and Other Structures) by adding 14.203.B.4 as follows:

4. A Three-Family and Four-Family Residential Development that does not have more than 5,000 sq ft of roofed area on one parcel may be reviewed as minor site plans as regulated in Title 14.1205.B.1

Section 2. That the Lebanon Municipal Code, Title 14 Chapter 12 Section 1205 (Scope of Regulations) be amended 14.1205.B, as follows:

1. No Site Plan Required

Single-Family Dwellings, Two-Family Dwellings, non-habitable improvements (air conditioners, dog houses etc.) and improvements that are not under a roof (uncovered decks, patios etc.)

2. Minor Site Plan Required

Residential Buildings or Accessory Structures or Commercial Buildings or Additions where the total addition under roof is 5,000 square feet or less on any parcel.

The site plan of any residential building or accessory structures containing three (3) or four (4) dwelling units and any commercial building or an addition of less than 25% increase in the area under a roof or where the total addition under roof is 5,000 square feet or less on any parcel and no drive thru facilities are proposed shall indicate:

- a. The actual shape, location and dimensions of the lot.
- b. The shape, size and location of all buildings or other structures to be erected, altered or moved, and of any building or other structure already on the lot.
- c. The existing and intended use of the lot and of all such buildings or other structures upon it, including the number of dwelling units the building is intended to accommodate.
- d. Internal parking, traffic flow and property access.
- e. Method and location of stormwater runoff control.
- f. Such other information concerning the lot or adjoining lots as may be essential for the determining whether the provisions of this ordinance are being observed.

3. All Other Buildings, Structures and Activities

All site plans shall be prepared and stamped by registrants of the State of Tennessee who are licensed to practice the particular discipline being prepared (e.g. site layout and drainage by civil engineers, boundary surveyors,)...

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 July 1, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on July 19, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

Passed first reading: June 21, 2016.

City Attorney

Passed second reading: _____

ORDINANCE NO. 16-5246

**AN ORDINANCE TO ABANDON THE CITY OF LEBANON'S INTEREST IN
MARTHA CIRCLE (SHOWN ON THE ATTACHED MAP) WARD 6**

WHEREAS, the properties on both side of the northern section to be abandoned have agreed to this request; and

WHEREAS, the property owner on the southwest side is not opposed to the abandonment of Martha Circle on the condition that access to the section of Martha Circle on the Nashville Eastern Property is left for the property; and

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

WHEREAS, the property owners are responsible for maintaining access for the fire department for all hydrants and sprinkler system connections; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended this right-of-way abandonment to the Mayor and City Council at their May 28, 2013 meeting.

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

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

Section 2. That the above referenced property shall be zoned CG – Commercial General.

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

Section 4. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____

Attest:

Approved:

Commissioner of Finance & Revenue

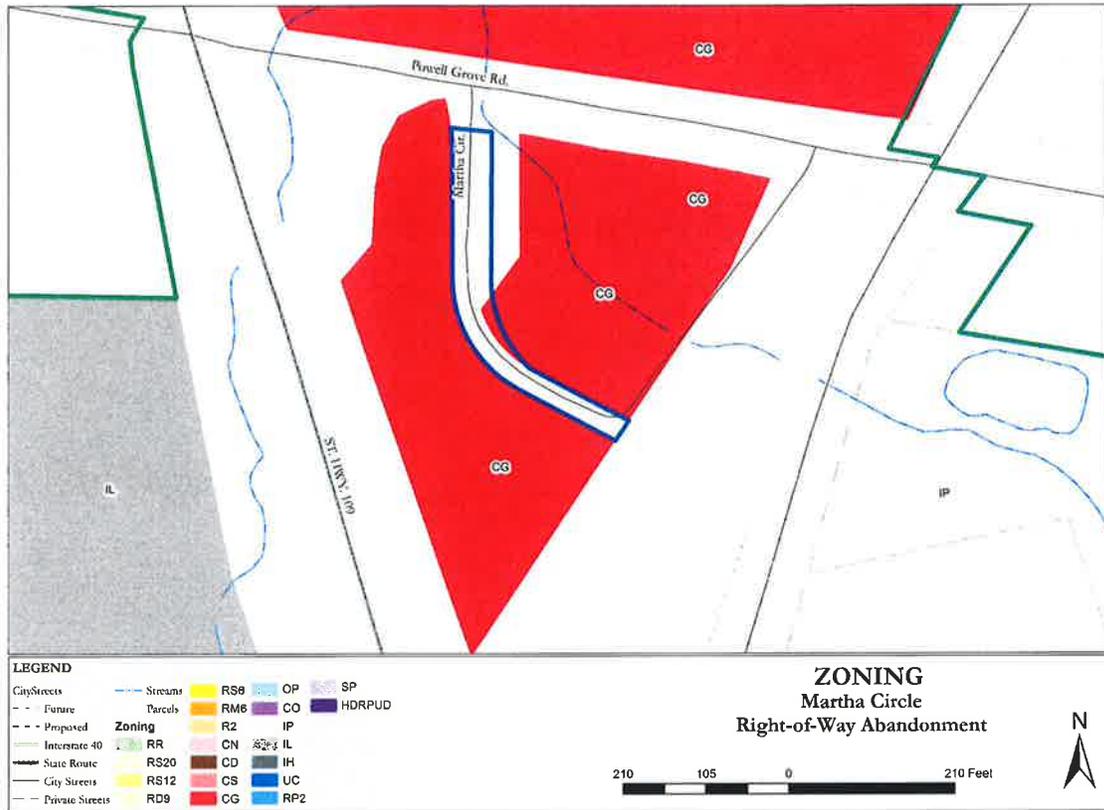
Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____



CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER AND THE OWNER OF THE SHARES OF THE ...

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAIN SHOWN HEREON IS A TRUE & CORRECT ...

CERTIFICATE OF APPROVAL OF SEWER SYSTEM

THE SEWER SYSTEM SHOWN ON THIS PLAN HAS BEEN DESIGNED AND ...

CERTIFICATE OF APPROVAL OF WATER SYSTEM

THE WATER SYSTEM SHOWN ON THIS PLAN HAS BEEN DESIGNED AND ...

CERTIFICATE OF APPROVAL OF STREETS

THE STREETS SHOWN ON THIS PLAN HAVE BEEN DESIGNED AND ...

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS SHOWN HEREON HAS ...

CERTIFICATE OF PROPERTY NUMBERS AND STREET NAMES

THE PROPERTY NUMBERS AND STREET NAMES SHOWN ON THIS PLAN ...

LOCATION MAP

NOTES:

1. ALL CORNERS SHOWN BY THIS PLAN UNLESS NOTED OTHERWISE ARE TO BE CONSIDERED AS CORNERS OF THE UNDERGROUND UTILITIES, ABOVE GRADE AND BELOW GRADE.
2. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...
3. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...
4. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...
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18. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...
19. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...
20. THE SUBDIVISION HAS NOT PHYSICALLY LOCATED ANY ...

FEDERAL FLOOD NOTE:

THIS PROPERTY IS NOT IN AN AREA DESIGNATED AS A SPECIAL ...

PARCEL NO.	SECTION	TOWNSHIP	RANGE	ACRES	OWNER
1	11	11N	11E	1.00	...
2	11	11N	11E	1.00	...
3	11	11N	11E	1.00	...
4	11	11N	11E	1.00	...
5	11	11N	11E	1.00	...
6	11	11N	11E	1.00	...
7	11	11N	11E	1.00	...
8	11	11N	11E	1.00	...
9	11	11N	11E	1.00	...
10	11	11N	11E	1.00	...
11	11	11N	11E	1.00	...
12	11	11N	11E	1.00	...
13	11	11N	11E	1.00	...
14	11	11N	11E	1.00	...
15	11	11N	11E	1.00	...
16	11	11N	11E	1.00	...
17	11	11N	11E	1.00	...
18	11	11N	11E	1.00	...
19	11	11N	11E	1.00	...
20	11	11N	11E	1.00	...

TRACT 1 0.12 ± AC.

TRACT 2 0.24 ± AC.

TRACT 3 0.12 ± AC.

MARtha

POWELL GROVE ROAD

EAST MARTHA CIRCLE

MARtha CIRCLE

MARY BENWARD

THOMAS ELLIS

DARRYL NOBLE

TOTAL AREA: 0.51 ± ACRES

CITY OF LEBANON PROPERTY

2ND CIVIL DISTRICT OF WILSON COUNTY, TN

0 25' 50' 100' 150'

Graphic Scale

SCALE: 1" = 40'

DATE: DECEMBER 16, 2015

JOB NO.: 15-4321 WC

RESOLUTION NO. 16-1951

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO ADOPT THE CITY OF LEBANON PERSONNEL RULES AND REGULATIONS POLICY REVISIONS RELATIVE TO RULE X: SEPARATION, DISCIPLINARY ACTION, AND SUSPENSION, RULE XI: GRIEVANCE PROCEDURES, RULE III: PAY PLAN, RULE XIV: SAFETY PROGRAM, AND THE CORRECTION TO RULE IV: RECRUITMENT AND EMPLOYMENT

WHEREAS, the Lebanon City Council passed Ord. No. 15-4937 on second reading June 16, 2015 to create a new section 4-104 of the Lebanon Municipal Code which established a new procedure for amending the employee's handbook by resolution; and

WHEREAS, the Human Resources Director has determined that revisions to the City of Lebanon Employee's Handbook relative to Rule X: Separation, Disciplinary Action, and Suspension, Rule XI: Grievance Procedures, Rule III: Pay Plan, Rule XIV: Safety Program, and the correction to Rule IV: Recruitment and Employment are necessary and in the best interest of the City of Lebanon and its employees; and

WHEREAS, such City of Lebanon Personnel Rules and Regulations Policy Revisions are attached hereto by reference as if appearing verbatim herein.

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

Section 1. The City of Lebanon Employee's Handbook policy revisions, Rule X: Separation, Disciplinary Action, and Suspension, Rule XI: Grievance Procedures, Rule III: Pay Plan, Rule XIV: Safety Program, and the correction to Rule IV: Recruitment and Employment attached hereto by reference as if appearing verbatim herein, are hereby adopted. The Human Resources Director is hereby authorized to implement such policy revisions.

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

Attached are policy revisions to existing Personnel Policies RULE X: SEPARATION, DISCIPLINARY ACTION, AND SUSPENSION and RULE XI: GRIEVANCE PROCEDURES

Overall, the changes in these policies are relatively minor yet are necessary in order to correct some problems with conflicting language in the existing policies, to ensure compliance with federal case law pertaining to “for cause” employment and also to comply with recent updates to the City Charter.

In addition, the existing policy did not clearly define the difference between an appeal and a grievance and these revisions clarify that.

I have **highlighted** the changes to make it easy for you to identify what has been updated. Feel free to contact me directly with any questions.

RULE X: SEPARATION, DISCIPLINARY ACTION, AND SUSPENSION

Section 7: Disciplinary Action

Discipline is a necessary part of any organization. It is the mutual respect and self-control of the employees of the **City of Lebanon** that enables the City to meet its standards and objectives.

Discipline is developed both by management and employees, since if one employee fails to follow the standards and objectives, every other employee must work harder to see that those objectives are accomplished.

Whenever an employee's performance, attitude, work habits, or personal conduct fall below desirable level, supervisors may inform employees promptly and specifically of such lapses and shall give them counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action.

In some instances, a specific incident in and of itself may justify severe initial disciplinary action; however, the action to be taken depends on the seriousness of the incident and patterns of past performance and conduct.

Reasons for discipline may include, **BUT ARE NOT LIMITED TO:**

1. Misconduct;
2. Incompetency or inefficiency in performing duties;
3. Conviction of a criminal offense or of a malfeasance involving moral turpitude; or conviction of any law violation reflecting upon the employee's ability to perform public service for the city.
4. Arrest and/or failure to report arrest to Human Resources within 48 hours.
5. Disgraceful personal conduct or language toward the public, fellow officers, or employees.
6. Incapacity to perform the essential functions of a job because of a permanent or chronic physical or mental deficiency that cannot be reasonably accommodated;
7. Falsifying records or using official position for personal advantage;
8. Loss of an employee's driver's license and driving privileges by due process of law, when the employee's position makes it necessary for the operation of a motor vehicle in the performance of his duties, or failure to report loss or restriction of license or failure to pass a Motor Vehicle Records audit due to moving violations.
9. Violating any of the provisions of the local government charter, personnel ordinance, or these rules.
10. When it is determined the employee does not possess the necessary qualifications to render satisfactory service in the position held.
11. Failure to comply with Drug Free Workplace policy.
12. Reporting to work under the influence of alcohol or illegal drugs, or in possession of alcohol or illegal controlled substance.
13. Drinking any alcoholic beverage or using any illegal controlled substance on City property during the work day or immediately prior to reporting to work.
14. Testing positive for use and consumption of alcoholic beverages, and/or illegal controlled drugs.
15. Unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.
16. Failure to report to Human Resources that employee is taking prescribed medication that could affect job performance; or that the employee is under doctor's orders not to perform normal work duties.
17. Making false statements of any material fact or purposely showing deception on his/her employment application.
18. Having established unsatisfactory employment of such nature as to demonstrate unsuitability for employment.

19. Using, or attempting to use, political pressure or bribery to secure an advantage in an examination or appointment.
20. Directly or indirectly obtaining information regarding examinations to which, as an applicant, one is not entitled.
21. Theft from the City, or any employee, or any other person or entity in any way related to the employee's employment with the City.
22. Causing loss or damage of any City property due to carelessness or negligence.
23. Making false, vicious, or malicious statements about any employee.
24. Disgraceful personal conduct or language toward the public, supervisors, or fellow employees, or abusive criticism of supervisors or other public officials.
25. Being habitually tardy or absent, or, unauthorized tardiness or absences.
26. Failure of a department head to enforce or report any violations.
27. Failure to report absences or tardiness to immediate supervisor prior to the start of assigned working hours.
28. To have a private interest in, or benefit from, directly or indirectly, from business dealings with the city.
29. Acceptance of gratuities which were given with the expectation of influencing the employee in the performance of his/her duties.
30. Engaging in outside employment which interferes with, or is incompatible with city employment.
31. Using position with the city in order to grant or influence privileges or receive privileges for oneself or others.
32. Failure to wear safety restraint (seatbelt) when driving city vehicles or while enacting business on behalf of the City of Lebanon, using city or personal vehicle. State Regulations identify some exemptions to the seat belt requirement, based on position requirements (police, meter readers and the like).
33. Failure to have active liability coverage on private vehicle when using for city business.
34. Engaging in horseplay, scuffling, or throwing things.
35. Malicious and/or intentional destruction of city property.
36. Carelessness affecting employee safety.
37. Violation of a known safety rule, safety practice, or failure to use safety equipment.
38. Unauthorized use or possession of firearms, other weapons, or explosives during working hours.
39. Unauthorized use of city equipment, property or materials for personal or private use.
40. Threatening, intimidating, harassing, coercing, verbal abuse, sabotage or work interference with fellow employees or non-employees.
41. Indirect or direct threats of violence or incidents of actual violence involving fellow employees or non-employees.
42. Attempting, provoking, instigating a fight, or fighting during working hours or on City property.
43. Wasting time, loitering, or leaving place of work during working hours without authorization.
44. Revealing confidential information.
45. Posting, altering, or removing any materials on city bulletin boards or other city property unless authorized.
46. Gambling on city property and/or during working hours.
47. Deliberately restricting output.
48. Sleeping on the job during working hours, unless work related (such as fire department employees).
49. Not wearing assigned uniform during work hours.
50. Failure to follow job instructions, either verbal or written.
51. Violation of any lawful and reasonable regulation, order, or direction made or given by a superior; or insubordination that constitutes a serious breach of discipline.
52. Improper conduct in the use of radios, cellular telephones and computers.

53. Dishonesty, intemperance, immoral conduct, insubordination, failure to adhere to rules and regulations or other written instructions, other acts of omission or commission tending to injure the public service, or any other willful failure on the part of the employee to conduct himself/herself properly.
54. Any other act or failure to act which, in the judgment of the department head, is sufficient to show that the person is an unsuitable employee, including active political campaigning during working hours. No City employee or official may solicit campaign contributions or actively engage in or participate in any political campaign while on duty and shall not exert any pressure on any person through his/her position of employment or service.
55. Any violations of any of the provisions of the City Charter, Human Resources Ordinance, Ethics Policy, or these rules.
56. Failure of an employee to immediately report to their supervisor any knowledge of a work-related injury or illness; regardless of whether or not medical treatment is necessary, when that work-related injury or illness is incurred either by the employee or another employee of which he/she has knowledge.
57. Failure to submit to a post incident drug and alcohol test within 12 hours post-incident.
58. Failure of a supervisor to report any accident involving city personnel or property resulting in property damage or personal injury to a person or entity. A properly completed report of occupational injury or illness must be submitted within 24 hours of such knowledge.
59. Improper use of city time, facilities, etc. involving the use of same for private gain or advantage to the employee, or a private group or person. The City Council may grant use of time, facilities, and equipment when the city is paid for such use.
60. Engaging in any strike, or work stoppage, against the city.
61. Failure of an employee to report any violations when he/she has knowledge of such violations.
62. Timekeeping fraud that may include but not limited to false or fraudulent reporting of hours worked, call back, holiday hours, PTO, extended sick leave or compensatory time.
63. Failure of any employee to immediately report to his/her supervisor and department head any variance on their hourly rate.
64. Knowingly record, or to knowingly use a recording device in such a manner likely to record, a City of Lebanon employee at the workplace without that employee's knowledge and consent.
65. Discriminatory behavior towards another employee or non-employee that constitutes a violation of any state or federal regulation.

Employees shall not be disciplined for actions that fall in the category of protected activities. You may not be disciplined or dismissed for any of the following reasons:

1. Filing good faith complaints with the Equal Employment Opportunity Commission or the Tennessee Human Rights Commission or engaging in activities protected by Equal Employment Opportunity laws. Such complaints involve issues of race, sex, national origin, ethnicity, religion, age (over 40), disability, or reprisal.
2. Reporting occupational health and safety violations or raising concerns about safety
3. Filing good faith worker's compensation claims.
4. Refusing to perform an unusual work assignment that the employee believes is life-threatening or hazardous.
5. Refusing to perform an act that is clearly in violation of the law.
6. Any other activity that is protected by federal or state law.

Section 8: Types of Disciplinary Action

While progressive discipline is preferred, an accelerated disciplinary process may be justified depending up on the serious nature of the violation.

The types of disciplinary action are:

1. verbal reprimand,
2. written reprimand,
3. suspension,
4. demotion, and
5. dismissal

Employees shall be informed of standards of conduct, performance, rules and regulations. Rules and regulations shall be consistently applied considering the seriousness of the infraction, mitigating circumstances, previous work record, and other relevant criteria. Discipline shall be based on the severity of the infraction. Department Heads and/or supervisors may recommend use of the Employee Assistance Program to provide employees with assistance in addressing work related problems.

Any employee receiving disciplinary action higher than a written reprimand shall be placed on work review status from 90 to 180 days. The length of the work review status is defined by the type of disciplinary action given. The employee's supervisor and Department Head shall observe the employee to insure proper performance or conduct and determine whether further disciplinary measures are in order. Further deviations by an employee from job expectations or acceptable conduct, whether involving the same issue as disciplined for initially or some other work performance or conduct issue of similar or more severe magnitude, may result in a more severe disciplinary measures being invoked up to and including dismissal. Verbal Reprimands, Written Reprimands or Temporary Reassignments cannot be appealed. Employees have the option of documenting their response to any disciplinary action and submitting a copy of that document to their personnel file.

For suspension or dismissal actions, the employee will be furnished a notice from the employee's supervisor or Department Head containing the nature of the action, the reasons therefore and his right to answer as per the pre-action procedure contained herein. The employee may be retained in status, suspended without pay, demoted or dismissed, as deemed in the best interest of the City, for violation of these Personnel Regulations, misconduct as defined herein or for any reason as defined.

When an employee is suspended without pay, demoted or terminated as the result of a departmental hearing, he or she has the right to an appeal hearing per Section 16: Appeals.

Section 9: Departmental Hearing

Excluding verbal reprimand, written reprimand or temporary assignment, disciplinary actions require a pre-action hearing and shall be taken only after the employee has had a pre-action hearing conducted by a representative of Human Resources and the Department Head.

If the employee is a Department Head, the pre-action hearing shall be conducted by the Mayor and another Department Head selected by the Mayor. The second Department Head's role at the pre-action hearing is to act as a neutral third party witness.

The written notice of such pre-action hearing must be personally delivered to the employee at least 2 business days before the hearing date. In those instances where the employee cannot be personally contacted, a registered letter will be mailed to the employee's last known address. The same time limitations shall apply. This notice shall contain a statement of the charges and the time, date and location of the hearing and the employee's hearing rights. At the hearing, the employee may present testimony, personally, and of others, and present/give evidence.

It is recommended that pre-action disciplinary hearing be held during the employee's regularly scheduled shift. If that is not possible, then an employee shall be compensated for the time spent during the pre-action hearing pursuant to RULE III: PAY PLAN, Section 8: Overtime.

Attorneys are not permitted to participate on behalf of either party in a pre-action disciplinary hearing.

The Department Head will render a written decision no later than five (5) working days after the conclusion of the hearing with copies to the Human Resources Department for placement in their personnel file. The Department Head or designee shall personally deliver a copy of the decision to the employee. If the employee is unavailable or in unusual circumstances, the disciplinary action letter may be sent to the employee by certified, registered mail. Prior to any disciplinary action being taken, the Human Resources Director shall review the procedure for compliance with policy.

An employee may choose to waive their right to a pre-action hearing. A written waiver must be submitted to the Human Resources Director no later than 1 business day prior to the hearing. The Human Resources Director will notify the Department Head of the waiver. If the pre-action hearing is waived, then the decision will be based on the information gathered and/or received prior to the hearing. In waiving their right to a pre-action hearing, the employee also waives their right to appeal any disciplinary action issued for the infraction. Should an employee not submit a written waiver for the hearing and not attend the hearing, then the lack of attendance will be considered as a waiver.

The provisions of this section shall not apply to reductions in pay, which are a part of a general plan to reduce salaries and wages or to eliminate positions.

Section 10: Verbal Reprimand

Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, the supervisor shall inform the employee promptly and specifically of such lapses and shall give him/her counsel and assistance. If justified, a reasonable period of time for improvement may be allowed before initiating disciplinary actions. The supervisor shall submit a memo for placement in the employee's personnel file, stating the date of the oral reprimand, what was said to the employee, and the employee's response.

Section 11: Written Reprimand

In situations where an oral warning has not resulted in the expected improvement or when more severe initial action is warranted, a written reprimand will be delivered to the employee, and a copy will be placed in the employee's personnel folder. The supervisor administering the reprimand shall advise the employee that the action is a written reprimand and emphasize the seriousness of the problem; cite previous corrective actions and/or informal discussions relating to the offense; identify the problem and/or explain the offense; inform the employee of the consequences of continued undesirable behavior; detail corrective actions and identify dates by which the correction actions shall be taken.

At the conclusion of a conference with the employee, a signed copy of the written reprimand will be given to the employee and a copy placed in the employee's personnel folder. It is recommended that the affected employee sign the written reprimand to indicate that he/she has seen the document and to acknowledge receipt of the employee's copy. Should the employee refuse to sign the written reprimand, the supervisor will obtain a witness to sign and date the form and so indicate the employee's refusal to sign. An employee who disagrees with the written reprimand may place a written statement of his/her objection in the personnel file.

Section 12: Suspension

When alternative actions such as verbal counseling and/or written reprimand have not resulted in expected improvement; when more severe action is warranted, or for any other just cause or justified reasons, the department head may suspend an employee without pay for the length of time considered appropriate.

This ruling can only be applied following a departmental hearing as outlined in Section 9 or as outlined below in Section 13. The suspension should be initiated as soon after the incident as is reasonably possible. A copy shall be forwarded to the Human Resources Director and placed in the employee's personnel file.

Notification and contents of the written suspension shall be strictly adhered to as set out in Section 9 of this rule.

An employee can accept the suspension and take the required steps to correct his/her performance and/or conduct and conform to the hearing and charges.

All records associated with a suspension shall become a permanent part of the employee's personnel file, including hearing outcome. Any employee receiving a suspension as a matter of disciplinary action shall be placed on a work review status for a period of 90 to 180 days, depending upon the severity of the incident.

Section 13: Suspension with Pay

An employee may be suspended with pay by his/her Department Head. Pursuant to the pre-action hearing procedures, a written statement of the reason for suspension shall be submitted to the employee affected at least 2 business days prior to the effective date of suspension.

The decision to suspension with pay pending investigation or pending hearing must be made by the Department Head, the procedure may be subject to review and approval by the Human Resources Director for compliance with policy.

Under certain circumstances, an employee may be suspended with pay and without notice, if in the best interest of the City and public interest. The decision to suspend without notice must be made by the Department Head with notification to the Human Resources Director.

Suspension with pay shall not exceed 30 calendar days, pending pre-action hearing.

Section 14: Disciplinary Demotion

A demotion of an employee is a form of disciplinary action by a Department Head for a serious offense and/or multiple violations of a less serious nature where discharge is not warranted. Prior to demotion a pre-action hearing must be conducted. A copy of the demotion notification and related documentation shall be forwarded to Human Resources for inclusion in the official personnel file of the employee. The demotion notification and related documentation shall remain in the employee's personnel file.

A demotion may be defined as but not limited to a reduction in pay, a change of employment conditions that may subject employee to loss of fringe benefits, and/or substantial change of job duties.

Job transfers and changes in schedules and/or job assignments that occur as part of normal business operations are not defined as demotions.

Any employee receiving a demotion as a matter of disciplinary action shall be placed on 90 to 180 days months of work review status, depending upon the severity of the incident and/or policy violation.

Section 15: Dismissal

The Department Head may dismiss an employee for just cause that is for the good of the local government service. The decision to terminate shall only occur after a pre-action disciplinary hearing that includes the Department Head and a representative of Human Resources and complies with all disciplinary action policies.

Illegal or unethical activities and violations of some City policies may result in immediate suspension with pay, pending a termination decision.

In the event that the employee is a Department Head, The Mayor or Council (with a majority vote) may dismiss the employee for just cause that is for the good of the local government service. The decision to terminate shall only occur after a pre-action disciplinary hearing. The pre-action hearing shall be conducted by the Mayor and another Department Head selected by the Mayor. The second Department Head's role at the pre-action is to act as a neutral third party witness.

Pursuant to the pre-action hearing procedure, the employee shall be furnished an advance written notice as outlined in Section 9.

Section 16: Appeals Process

If the employee is not satisfied with the resolution of the disciplinary action, he or she may make a written request addressed to the Human Resources Director for an Appeal Hearing. The employee must deliver the written request to the Human Resources Director no later than five (5) business days following receipt of the department head's decision as outlined in Section 9. An Administrative Hearing Officer will conduct the Appeal Hearing. Employees shall be allowed to present testimony and evidence at the Appeal Hearing and may be represented by an attorney at his/her own expense.

In the event that the employee is a Department Head, the employee may submit a written request for an Appeal Hearing to The Mayor no later than five (5) business days following receipt of the disciplinary hearing decision, as outlined in Section 9. An Administrative Hearing Officer will conduct the Appeal Hearing. Employees shall be allowed to present testimony and evidence at the Appeal Hearing and may be represented by an attorney at his/her own expense.

The City Attorney may represent the City in an Appeal Hearing and reserves the right to hire outside Counsel to represent the City, subject to Charter provisions relative to hiring outside Counsel.

An Administrative Hearing Officer shall be an attorney licensed in the State of Tennessee and shall be chosen by the Mayor and City Attorney from a panel of licensed attorneys approved by a majority vote of the City Council. The panel of Administrative Hearing Officers shall be presented for review and approval by the City Council in June of each year based upon recommendations from the City Attorney. Said Administrative Law Officer shall be paid on a part-time basis at an hourly rate not to exceed the rate of Two Hundred Dollars (\$200.00) Dollars per hour. Said Administrative Hearing Officer shall be chosen for the express purpose of providing a just administrative hearing concerning the questions involved. The City of Lebanon shall pay the Administrative Hearing Officer for the time and expenses involved in the subject termination hearing. The City Attorney shall maintain a panel of least three (3) licensed attorneys from which the Administrative Hearing Officer shall be chosen as provided herein.

If the hearing is conducted by an Administrative Hearing Officer, the Administrative Hearing Officer shall preside over the hearing and provide an orderly procedure ensuring due process. A record shall be compiled using a professional court reporter. Upon hearing the evidence presented, the Administrative Hearing Officer shall determine if the evidence presented is supported by a preponderance of the evidence. The Administrative Hearing Officer may order an action consistent with the Personnel Rules and Regulations, City Ordinances, and the law. The decision of the Administrative Hearing Officer shall be considered a final judgment. No ex parte communications shall be allowed with the Administrative Hearing Officer by a party or the party's representatives. Cost for the attendance of the professional court reporter shall be borne by the City of Lebanon, however, the cost of any transcript which may be requested shall be borne by the party requesting the transcript.

Appeal Hearings will be held within 60 calendar days after a written request is received, unless unusual circumstances warrant an extension of time. Requests for extensions must be submitted to the City Attorney.

Section 17: In the event of a conflict

In the event of a conflict between the content of the disciplinary policies in this Handbook and policies within a department specific handbook, the language in this Handbook will prevail.

RULE XI: GRIEVANCE PROCEDURES

Section 1: What is a Grievance

Employees who are serving in their probationary employment period are not entitled to use the grievance procedure (but may file a complaint under the harassment policy).

Performance appraisals are not a grievable matter under the City's grievance policy; however they may be appealed to the Department Head or the Human Resources Director for review.

A grievance is an employee's feeling, concern, belief or complaint regarding:

1. Some aspect of employment and/or employment conditions
2. A relationship between the employee and the employee's supervisor and/or the employee's Department Director and/or the City
3. The relationship with other employees
4. Inconsistent application of regulations and policies
5. Management or administrative decisions which affect the employee's health, safety, physical facilities, equipment or material used

Section 2: What is not a Grievance

The following is a list of actions which do not fall under the definition of a grievance and are not adjusted through the grievance procedure.

Non-grievable personnel actions are:

1. Performance evaluations
2. Position classification; rates of pay or other compensation such as fringe benefits
3. Policies, Procedures, Rules and Regulations adopted by Council through Resolution or Ordinance
4. Position demotions, transfers and lay-offs because of abolishment of positions or reorganization
5. Examination scores for appointment or promotion but may be referred to the Human Resources Department for review

Section 3: How to File a Grievance

Employees are encouraged to bring the issue to their supervisor and the supervisor should make every effort to resolve the matter through oral communication.

1. If you feel the matter has not been resolved, you may submit a grievance, in writing, to your supervisor. The supervisor shall immediately forward a copy of the grievance to the Human Resources Director.
2. If your supervisor does not respond in writing within five business days or if you are their response is not satisfactory, you may submit the grievance, in writing, to the Human Resources Director within three City business days.
3. The Human Resources Director will obtain all necessary information and schedule a meeting with you, your Department Director, and others as necessary to informally discuss the grievance and possible solutions.
4. Your Department Director will render a decision in writing within five City business days of the meeting.

5. If you are not satisfied with the Department Director's decision, you may file an appeal with the Mayor. The City Attorney has the right to appoint an Administrative Hearing Officer to hear the appeal in lieu of the Mayor.

Section 4: In the event of a conflict

In the event of a conflict between the content of the grievance policy in this Handbook and policies within a department specific handbook, the language in this Handbook will prevail.

Attached are policy revisions to existing Personnel Policies RULE XIV: SAFETY PROGRAM to add Section 2 addressing Motor Vehicle Records (MVR) and Driving

Currently, our personnel and safety policies do not address requirements for motor vehicle records, driving standards or annual motor vehicle records audits. Our workers compensation and liability insurance provider, Travelers, has recommended that we address driving and motor vehicle records requirements for applicants being considered for driving positions and existing employees driving city vehicles or driving personal vehicles on city business.

RULE XIV: SAFETY PROGRAM

ADD Section 2 addressing Motor Vehicle Records (MVR) and Driving

All City vehicles shall be driven in a safe and proper manner, with the driver acting in full compliance with all traffic laws and regulations. City vehicles are conspicuous symbols on the streets and the public observes the actions of employees operating City vehicles. This places the responsibility on each driver to set a visible example of good driving behavior and habits.

2.1 This policy applies to all employees, elected officials or volunteers driving for City business. Public Works, Fire, LPD and ESU may have additional departmental policies and regulations in place specific to the requirements of their own department and with specific requirements for the type of Operator's License necessary for the position. This policy also applies to Applicants who are being considered for positions that require driving.

2.2 Definitions of driving for City business may include, but not limited to:

- Employees who rent cars for business trips or other City business
- Employees who attend seminars and conferences
- Employees who operate City vehicles
- Employees who operate their own personal vehicle for City business

2.3 Employees are prohibited from using City of Lebanon vehicles to conduct their own personal business unless the individual has been assigned a vehicle for twenty-four hour use. Positions which are assigned twenty-four hour use of City vehicle are identified and approved by the Department Head.

2.4 In the case where an employee is authorized a City vehicle for twenty-four hour use who may occasionally need to use the City vehicle for personal use, that personal use must be approved in advance by the Department Head and shall be limited to:

- Driving to work from home and driving home from work
- Lunch break
- Short errand on the way to work or on the way home from work (example: grocery store)
- Personal or medical appointments during scheduled work hours that have been approved by Department Head or Department Manager.
- No vacations or out of town personal trips in City vehicle
- Some departments may impose stronger limitations on personal use of City vehicle and indicate such restrictions in the department's Standard Operating Procedures manual.

2.5 Personal Use of City Car (PUCC) is considered a non-cash fringe benefit. The value of this non-cash fringe benefit is added to the employee's total earnings each pay period and is taxable. The formula for calculating the value of the non-cash fringe benefits for PUCC is defined by the IRS and is subject to change.

2.6 Department Heads must maintain a list of employees assigned City Vehicles, the list must be updated every year on January 15 and July 15 and submitted to the City's Human Resources Department by that date.

2.7 Non-City employees shall not operate City vehicles. Employees shall not permit a non-employee or citizen in City vehicles without authorization from the Department Head and documented with the City's Safety Coordinator in Human Resources. LPD may have additional departmental policies and regulations in place specific to non-employees in City vehicles based on unique departmental needs.

2.8 City employees are required to use City vehicles when in travel status or if they choose to use their personal vehicle, then provide to the City proof of insurance with liability limits set at a minimum of 100/300/100. Employees shall provide proof of insurance to the City's Human Resources Department annually or at any time changes are made to the employee's insurance policy.

2.9 Definitions of Moving Violations:

1. Major Violations include but not limited to:
 - a. Leaving the scene of an accident
 - b. Driving under the influence (DUI)
 - c. Four (4) or more speeding tickets in the past 24 months
 - d. Excessive speed (>30 mph over limit)
 - e. Reckless driving
 - f. Felony, homicide or manslaughter involving the use of a motor vehicle
 - g. Suspended license or revocation of license resulting from accidents or moving violations
2. Minor violations include but not limited to:
 - a. Speeding (<30 mph over limit)
 - b. Failure to obey sign
 - c. Failure to yield
 - d. Illegal turn
3. Non-moving violations include but not limited to:
 - a. Parking tickets
 - b. Motor vehicle equipment violations
 - c. Failure to have a valid operator's license available where one actually exists

Non-moving violations are not included when evaluating an applicant's, volunteer's, elected official or employee's MVRs.

2.10 The following constitutes The City's MVR requirements:

- Applicants and existing employees must have an MVR that has less than 3 minor moving violations (past 3 years) and no major violations (past 5 years) in order to be hired or promoted/transferred in to positions requiring driving.
- All drivers must have a valid driver's license with the proper class and appropriate endorsements for the vehicles they are operating.
- Drivers must not drive if their license has been suspended or revoked.
- Employees who drive a city vehicle must report all accidents (on or off duty), moving violations (on or off duty) and license suspensions to their supervisor and to HR immediately, but not later than the beginning of the next worked shift.
- Prospective employees being considered for positions requiring driving shall be asked to disclose all accidents and moving violations for the past 5 years during the applicant screening process.
- Existing employees moving in to driving positions will be required to complete a similar report at the time of transition.
- All employees who drive for City business will be subject to an MVR audit annually.
- As a condition for driving any vehicle on City business, including your personal or a City vehicle, drivers must give City of Lebanon authorization to conduct a MVR check and provide all necessary information for the check.
- The City prohibits driving on City business if authorization to conduct a MVR check is not given.
- Any driver who continues to drive on City business after refusing to authorize a MVR check or after authorization to drive on City business has been suspended, will be subject to disciplinary action.
- City of Lebanon will conduct a Motor Vehicle Records (MVR) check on anyone who has had a vehicular accident while on City business or in City vehicle.

2.12 Employees who drive for city business shall maintain safe driving habits. Employees with poor MVR records as defined in Sections 2.9 and 2.10 will be referred to HR and may be suspended from driving on City business. A representative from the HR Department (HR Director, Safety Coordinator or other HR designee) will evaluate the serious nature of the moving violations and driving requirements of the employee's position and will recommend to the Department Head whether or not to suspend the employee from driving on City business.

2.13 Drivers with a suspended driver's license are required to immediately report the driver's license suspension to their supervisor and to HR and will immediately be suspended from driving on City business.

2.14 Employees who are suspended from driving on City business when a license is required for their job are subject to disciplinary action. The employee may be transferred or demoted to an available position for which (s)he is determined to meet the standards of that position. If no such position is available, or the employee declines such a transfer or demotion, then (s)he shall be separated from City service.

2.15 If an employee is suspended from driving on City business and there is sufficient work within the employee's assigned department, which does not require driving, the department head may consider this following consultation with the HR Director and permit the employee to continue working in their assigned position, at a reduced rate of pay.

2.16 Additional corrective action that may be recommended if an employee receives moving violations, the department head may require the employee attend driving school through the Lebanon Police Department and the employee will be responsible for any costs incurred for taking this course. If the employee declines such a requirement, the employee may be suspended from driving on City business and may receive disciplinary action. The employee shall not be paid wages for attending driving school.

2.17 Any disciplinary actions such as pay rate reduction, transfer, demotion or termination resulting from being suspended from driving on City business are subject to RULE X: SEPARATION, DISCIPLINARY ACTION, AND SUSPENSION Section 13: Departmental Hearing.

LPD employees may be required to follow specific departmental procedures pertaining to moving violations and whether or not they may be suspended from driving on City business. In the event a conflict occurs between City Policy and LPD Policy regarding LPD employees driving for City business, the LPD policy will prevail, with consultation and approval from the HR Director.

Correction to RULE IV: RECRUITMENT AND EMPLOYMENT, Section 8.4 Disqualifying Factors

This corrects a typo on the background documentation that was submitted for Resolution 16-1944, Background Investigations.

8.4 Disqualifying factors

Positions within The City that are designated as Safety or Security Sensitive roles:

- If the person has been convicted of a DUI within the past 12 months

Positions within The City that are not designated as Safety or Security Sensitive roles:

- If the person has been convicted of a DUI Within the past 5 years

Attached is a policy revision to existing Personnel Policies RULE III: PAY PLAN to add a section for incentives tied to Professional Certifications

During the work session that was held on Thursday, February 11, 2016 we covered revisions to Rule III Pay Plan and it was adopted on March 1, 2016 per Resolution 16-1919. Within that same February 11 work session, we discussed a potential policy that would allow for pay increases tied to professional certifications. That policy revision is now complete and is attached here for your review.

The City has some existing ordinances outlining certification based pay increases for a few departments (Water, Gas, Sewer, etc.) Those ordinances are now obsolete with the new pay plan and required updating in order to fit within the new pay ranges. There is also a need to include more department specific and professional licenses and certifications to the list.

Revision to Rule III Pay Plan

ADD Section 8: Certifications:

The objective is to reward regular, full time staff for successful achievement of job required or departmental recommended professional certifications.

8.1 A pay increase may be granted to an employee for achieving a job related certification. Pay increases tied to certifications may range from 1% to 5% and shall not exceed a total of 5% in increases tied to certifications, granted to one employee, within a Fiscal Year. Pay increases shall not be granted to employees who are at or over the MAX pay for their assigned pay grade.

8.2 The Department Head shall recommend certification increases with proof of certification to the Merit Pay Review Board (Mayor, Commissioner of Finance, HR Director and one Councilperson). This Review Board shall evaluate proposed certification based salary increases once a quarter.

8.3 The Merit Pay Review Board will evaluate the professional level of the certification as well as the difficulty, time commitment involved in achieving the certification and benefit provided to the City to determine the appropriate pay increase percentage. Other factors for consideration shall include that there are no disciplinary actions within the past 12 months, the employee has submitted proof of certification, that pay increase recommendations are not discriminatory, and that the amounts recommended fit within the assigned pay grade.

The Merit Pay Review Board will be authorized to recommend revisions to the increase amount proposed or may deny the request, if deemed appropriate.

8.4 If the Review Board determines that all conditions are met, the certification based pay increase shall be effective at the start of the next full pay period. The Department Head shall submit a completed personnel action form to Payroll with proof of certification and Merit Pay Review Board written authorization.

8.5 The Department Head and Commissioner of Finance are responsible for ensuring that the department budget has available funds for any increases for certification incentives before any amount is granted to an employee.

8.6 Certifications or Licenses by Profession or Department* may include but are not limited to:

1. Accounting and Finance Certifications such as Certified Municipal Finance Officer (CMFO) from Municipal Technical Advisory Service (MTAS) or Certified Public Accountant (CPA) from the American Institute of Certified Public Accountants (AICPA)
2. Professional/Senior Professional Human Resources (HR) Certifications from a professional HR Organization such as Society of Human Resource Management (SHRM), Human Resource Certification Institute (HRCI), International Public Management Association for Human Resources (IPMA-HR) or MTAS
3. Certified Payroll Professional (CPP) from American Payroll Association (APA)
4. Certified Employee Benefits Professional (CEBS) or similar benefits professional certification
5. Risk Management Professional (RMP) or similar Certified Risk Manager Certification for Safety and Risk Management Professional
6. Occupational Safety and Health Association (OSHA) Certifications
7. State Exam Certifications for Water Distribution, Sewer Collection, Gas Department, Water Plant, WWTP
8. Building and Codes Inspector Certifications

8.6 Continued:

9. Economic Development Certification through MTAS
10. Information Technology Certifications
11. Fire specific certifications such as Specialty Rescue and Hazmat
12. Street Department specific certifications such as Mosquito Fogging, Traffic Signal Maintenance

**Certification incentives for new hire Law Enforcement and Dispatch are not included in this policy revision and are already addressed under separate previously adopted policies.*

Engineers:

Engineers who achieve professional license and are re-classified and promoted to the next Engineer level are not subject to Merit Pay Review Board approval, provided the position and salary are approved in the budget.

The starting pay rate after re-classification shall be at the MIN of the new pay grade. Position re-classifications may occur for achieving the following:

- Engineer in Training, Grade I – qualifies to be re-classified to Project Engineer by successfully completing 2 years of engineer experience and passing the Engineer in Training (EIT) Exam.
- Project Engineer, Grade J – qualifies to be re-classified to Professional Engineer by successfully completing 4 years of engineer experience and passing the Principles and Practice of Engineering Examination.
- Professional Engineer, Grade K



CITY OF LEBANON FIRE DEPARTMENT

CHIEF CHRIS DOWELL
112 HARTMANN DRIVE
LEBANON, TN 37087
(615) 443-2903
FAX (615)443-2905

ASSISTANT CHIEF JASON BAIRD
112 HARTMANN DRIVE
LEBANON, TN 37087
(615) 443-2903
FAX (615)443-2905

New Hire Uncertified Firefighter Pay

The Lebanon firefighter pay is assigned to Grade FF with the following pay range as of March 5, 2016:

MIN	MID	MAX
\$11.99	\$14.11	\$16.23

1. Uncertified firefighter new hires shall start at the minimum rate of pay for Grade FF.
2. After successful completion of State of Tennessee Firefighter Certification Level II or equivalent and successful completion of a 6 month probationary period, the firefighter shall receive a 7.75% pay raise.

Firefighters shall thereafter be eligible for subsequent increases according to Pay Policy guidelines as described in **RULE III: PAY PLAN** of the City of Lebanon Personnel Rules and Regulations.

RESOLUTION NO. 16-1952

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION AT 1035 MAPLE HILL ROAD (TAX MAP 46 PARCEL 9.08) 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; and

WHEREAS, at Lebanon Municipal Regional Planning Commission Meeting on June 28, 2016, Planning Commission recommend approval of the Plan of Services to the Mayor and City Council.

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

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

**June 24, 2016
PROPERTY AT 1035 MAPPLE HILL ROAD
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 11.66 acres at 1035 Maple Hill Road as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

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

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an Urban Growth

Boundary (UGB) in which annexations could occur. Lebanon can annex property within its UGB by ordinance.

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

The owner of the property at 1035 Maple Hill Road has asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE
 Planning Commission Application
 Annexation & Zoning General Information and Checklist



Title of Project Siens Maple Hill Rd Annexation
 Street Location 1035 Maple Hill Rd Lebanon TN 37087
 Tax Map/Group Number 046 Parcel 009.08
 Total Acreage 11.66

Approval Requested:

- Preliminary Subdivision _____ No. of Lots
- Annexation & Zoning 11.66 Acres/Zoning RS-20
- Final Subdivision _____ No. of Lots
- Rezoning _____ Acres/From _____ to _____
- Non-Residential Site Plan _____ Blotg Sq. Ft.
- Specific Plan District _____ Acres
- Residential Site Plan _____ No. of Units
- Other _____

Owner/Developer:

Name Sue Siens
 Address 1033 Maple Hill Rd
Lebanon TN 37087
 Telephone 615-557-7838
 Email ssiens@realtracs.com

Surveyor/Engineer:

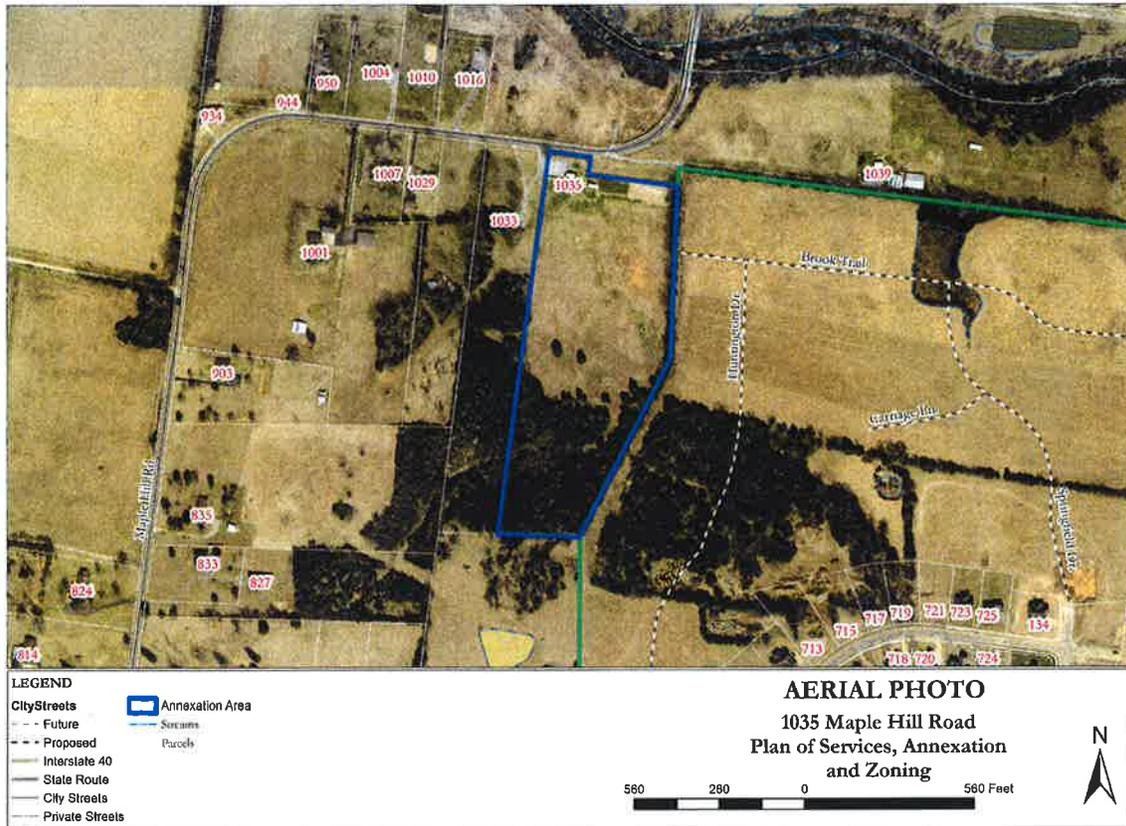
Name _____
 Address _____
 Telephone _____
 Email _____

Information required for all applications:

- Cover Letter or Written Narrative Explaining the Purpose of the Request
- Fourteen (14) Folded Copies of all Required Information
- One (1) Digital Copy
- Non-refundable Application Fee (See current fee schedule)

Date Application Filed 5-24-16 Date of Requested Planning Commission Meeting June 2016

200 North Castle Heights Avenue • Lebanon, TN 38087 • (615) 444-3647 • Fax (615) 444-1515



Legal Description

Legal descriptions will be inserted prior to the second reading at City Council.

Plan for Serving the Annexation Area

1. Police Protection

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

2. Fire Protection

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

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

3. Domestic Water, Sanitary Sewer Service, and Fire Hydrants
 - a. Domestic Water – The City of Lebanon currently has a 6” water line on the south side of Maple Hill Road.
 - b. Sanitary Sewer – Sewer will need to be extended by the applicant. The estimated cost will be **\$76,973**.
 - c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.
4. Electric Service and Street Lighting

There are existing Middle Tennessee Electric power lines on this lot.
5. Public Works
 - a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.
 - b. Sanitation – City sanitation services will be available at the time of annexation.
 - c. Street and Right-of-Way Repair and Maintenance – This annexation will not include any right-of-way.
 - d. The City and/or the County may require road improvements by the owner as this property develops.
6. Gas

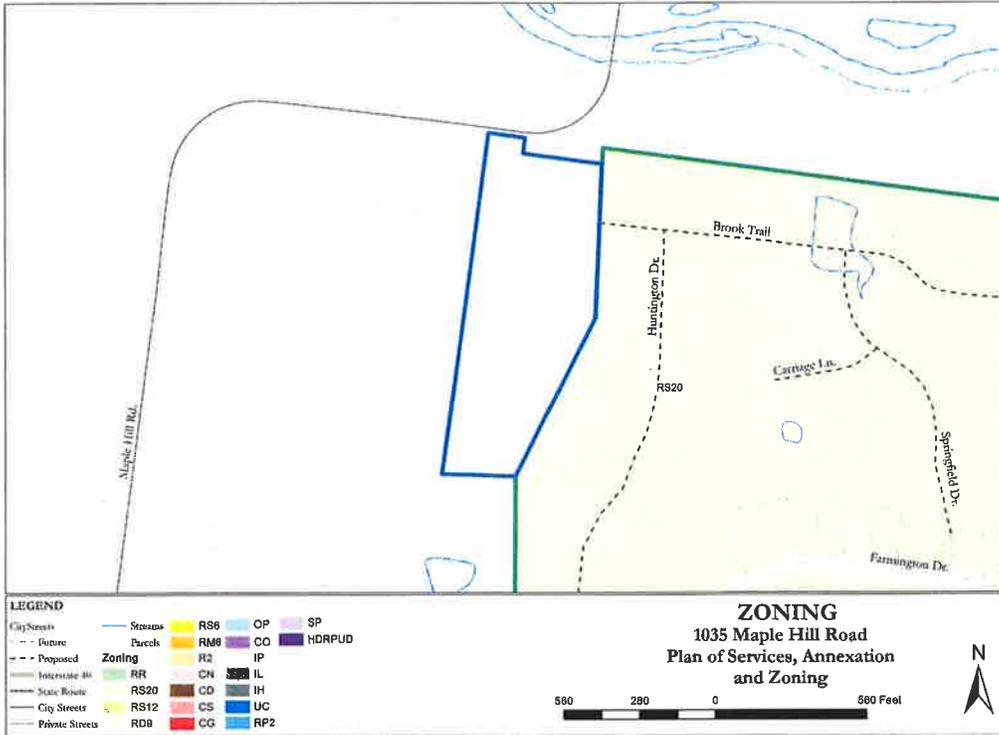
The City of Lebanon currently has a 4” gas line on the east side of Maple Hill Road.
7. Schools

Neither Wilson County Schools nor Lebanon Special Schools anticipate any noticeable effect from the annexation.
8. Inspection and Codes Enforcement

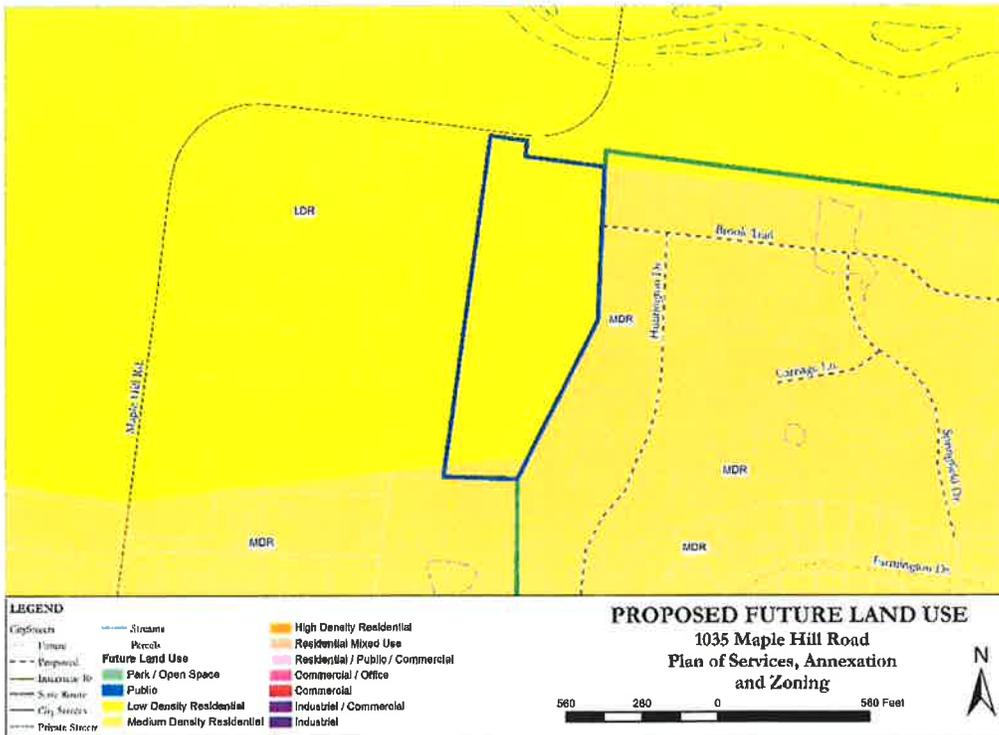
All inspection and code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.
9. Planning and Zoning

The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.

 - a. The requested zoning for the annexation is RS20 – Low Density Single Family



b. The current Future Land Use Plan classification for this area is Low Density Residential.



10. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The animal shelter is located on Park Drive. Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

11. Voting Rights and City Elections

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

Revenue

The total appraised property value for the parcel in the annexation area is about **\$122,300**. This equals an assessed value of about **\$30,575** for a residential property. The property tax generation from this property as a residential property in the City would be about **\$185** per year. The estimate cost to serve this area is **\$76,973**.

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

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1953

A RESOLUTION FOR ANNEXING PROPERTY AT 1035 MAPLE HILL ROAD, ALSO IDENTIFIED AS TAX MAP 46 PARCEL 9.08 CONTAINING 11.66 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, no right-of-way is being added to the City; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation to the Mayor and City Council at their June 28, 2016 meeting.

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE NO. 16-5269

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING ZONING APPROVAL OF 11.66 ACRES AT 1035 MAPLE HILL ROAD (TAX MAP 46 PARCEL 9.08) TO RS20 IN WARD 1

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

WHEREAS, the property owners would like to use their property for residential uses;
and

WHEREAS, the subject property is identified as Low Density Residential in the Future Land Use Plan; and

WHEREAS, the owner is asking for the RS20 zoning to continue the residential zoning on Carver Road and preserving the floodway with the residential zoning; 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 annexation to the Mayor and City Council at their June 28, 2016 meeting.

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

Section 1. That the property described herein be, and the same is hereby, zoned RS20 – Low Density Single-Family Residential:

Approximately 11.66 acres more or less, located at 1035 Maple Hill Road as shown on the attached map.

For reference, see Deed Book 1222 Page 2201, in the Register's Office of Wilson County, Tennessee, Tax Map 46 Parcel 9.08, for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers _____.

Attest:

Approved:

Commissioner of Finance & Revenue

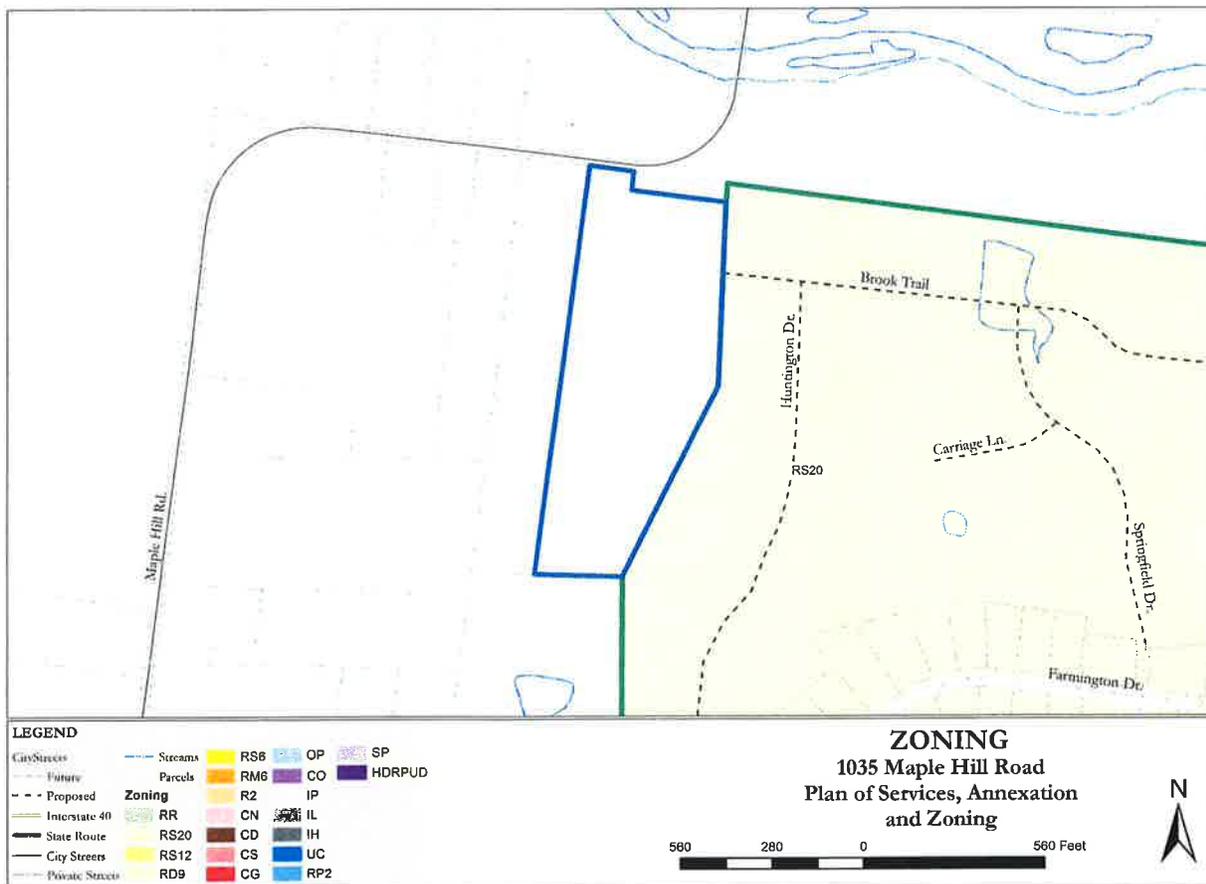
Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____



RESOLUTION NO. 16-1954

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A HOLD HARMLESS AGREEMENT WITH THE FIVE OAKS HOME OWNERS ASSOCIATION FOR A SIGN AND LANDSCAPING TO BE LOCATED WITHIN A CITY OF LEBANON UTILITY EASEMENT

WHEREAS, The Five Oaks Home Owners Association at 642 Five Oaks Boulevard, Lebanon, Tennessee 37087 desires to install a subdivision sign; and

WHEREAS, the sign needs to be placed within a City of Lebanon utility and drainage easement in order to be visible by passing motorists; and

WHEREAS, the City is willing to enter into an agreement with The Five Oaks Home Owners Association that would allow a sign and landscaping in the City's public utility and drainage easement, but absolves the City from any monetary, damage, liability, installation, razing or reinstallation issues associated with the sign and landscaping.

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 and execute an agreement with The Five Oaks Home Owners Association at 642 Five Oaks Boulevard, Lebanon, Tennessee 37087, relative to the sign and landscaping that will be placed in the City's public utility easement. The agreement shall be attached to this ordinance and incorporated by reference as if appearing herein verbatim.

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: _____

AGREEMENT

This Agreement, made on the _____ day of _____, 2015, by and between the City of Lebanon, Tennessee, a public body and political subdivision of the State of Tennessee, together with any successor public body or officer designated by law, hereinafter "City," having its office located at 200 North Castle Heights Ave., Lebanon, Tennessee 37087, and The Five Oaks Home Owners Association, hereinafter "Five Oaks", having a mailing address of 642 Five Oaks Boulevard, Lebanon, Tennessee 37087.

WITNESSETH

WHEREAS, Five Oaks wishes to construct a sign and landscaping identifying its subdivision that is to be located within the City's public utility and drainage easement, as that easement is shown on the Five Oaks Monument Signage & Landscape Plan; and

WHEREAS, Five Oaks is requesting that the City enter into an agreement relative to any monetary, damage, liability, installation, razing or reinstallation issues associated with the sign and landscaping.

NOW, THEREFORE, for and in consideration of the terms and conditions as stated herein, the City and Five Oaks agree as follows:

1. Five Oaks agrees that the sign and landscaping for Five Oaks Subdivision to be installed within the City's public utility and drainage easement shall be subject to the specific provisions of this Agreement.

2. With the exception of being located in the City's public utility and drainage easement, the sign and landscaping will otherwise meet all provisions, restrictions and requirements of Title 20 of the Lebanon Municipal Code, more commonly known as the City's "Sign Ordinance," and will be approved by the City's Building Inspection Department prior to installation.

3. Five Oaks agrees to be solely responsible for any and all repairs, replacement or maintenance of the sign and landscaping, and any other costs associated with the sign and landscaping, including, but not limited to, damage from any acts of nature or any third parties.

4. Except for any provisions or restrictions set forth in paragraph number six (6) of this Agreement, nothing contained herein shall be construed to require any expenditures by or costs to the City of Lebanon.

5. The parties agree that Five Oaks shall hold harmless and indemnify the City of Lebanon for any claims of property or monetary damage or personal injury arising from the installation of the sign and landscaping in the City's public utility and drainage easement by any parties other than the City of Lebanon itself.

6. Nothing in this Agreement shall be construed so as to prevent the City of Lebanon from exercising a right of demolition over the sign and landscaping in the event it is necessary to do so for the installation, replacement, repair of any utilities, drainage, or other valid

governmental purpose, and said demolition shall be at no cost to the City of Lebanon. The City of Lebanon herein agrees that it will only exercise such right to require demolition of the sign and landscaping as a matter of last resort.

7. Should the City of Lebanon be required to exercise its right of demolition of the sign and landscaping as set forth in paragraph six (6), the City herein agrees to provide Five Oaks with reasonable written notice that such demolition is required and in no instance shall such notice be less than thirty (30) days, except in case of imminent risk of personal injury or property damage and the necessary demolition constitutes an emergency, the City may remove the sign and landscaping.

8. As of the execution date of this Agreement, the City of Lebanon has no known or contemplated installation, replacement or repair plans related to any utility or drainage projects that would require the City to exercise its right of demolition of the sign and landscaping as set forth in paragraph six (6), or otherwise disturb the sign and landscaping.

9. As evidence by the signatures below, the signatories covenant and warrant that they have the power and authority to bind their respective entities and have the power and authority to execute this Agreement.

10. This Agreement shall become effective and binding only upon the passage of City of Lebanon Municipal Resolution No. 16-1954.

WITNESS OUR HANDS this _____ day of _____, 2016.

Approved:

Approved:

Mayor Philip Craighead
City of Lebanon, Tennessee

Five Oaks Home Owners Association

By: _____
Paul Gould, President Five Oaks HOA

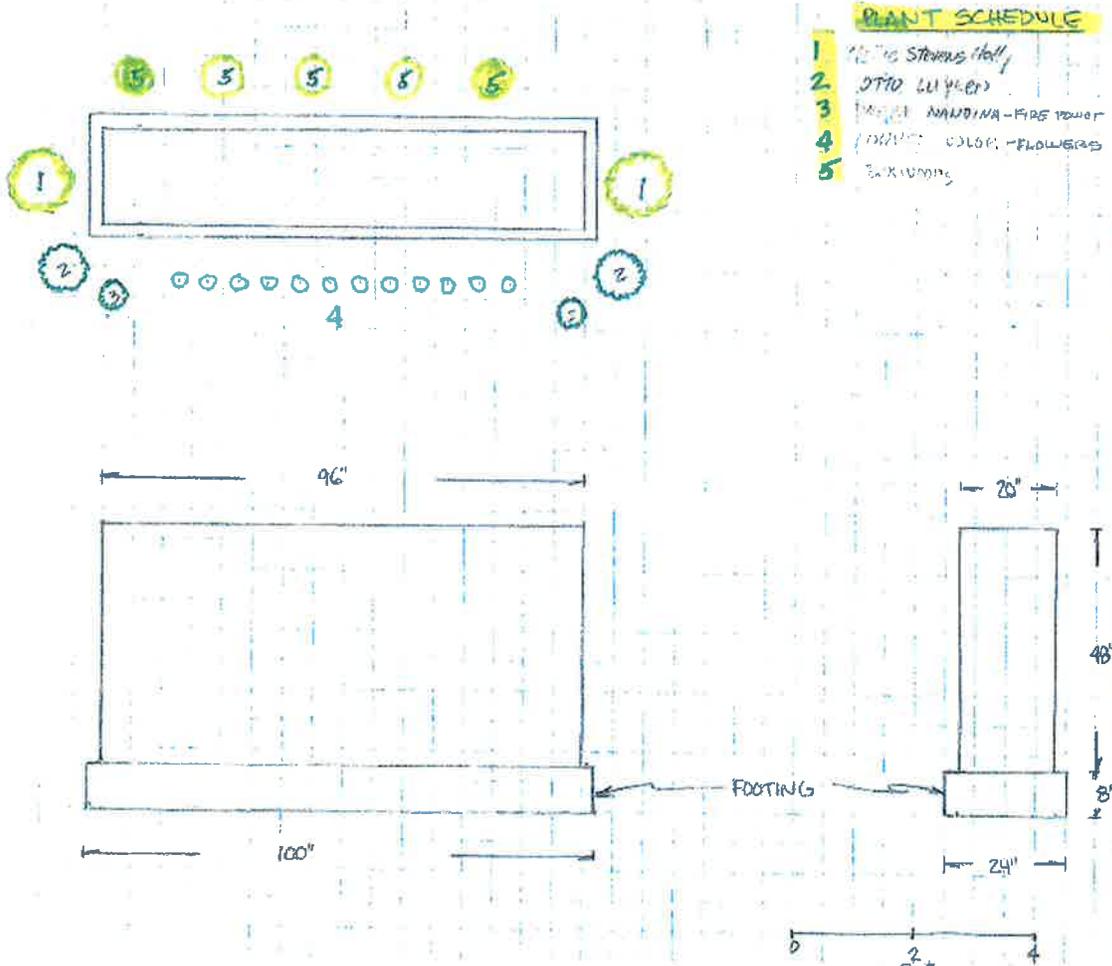
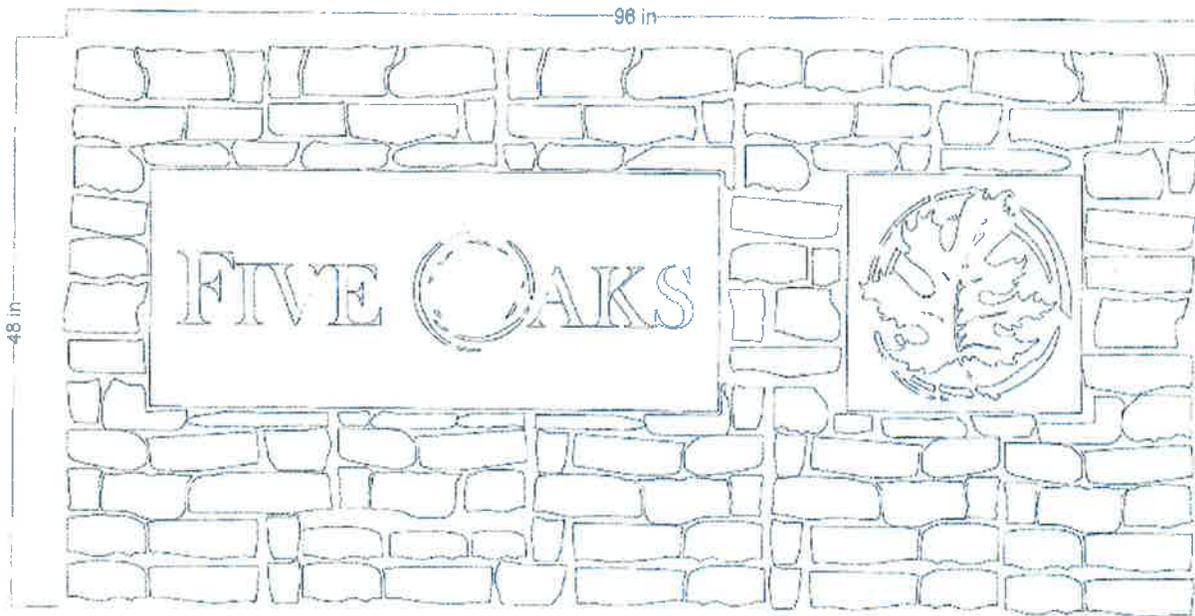
Attest:

Approved As To Form:

Robert Springer, Commissioner of Finance
City of Lebanon, Tennessee

Andy Wright, City Attorney
City of Lebanon, Tennessee

Resolution No. 16-1954



RESOLUTION NO. 16-1955

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A HOLD HARMLESS AGREEMENT WITH GROSS BUILDERS RELATIVE TO A SIGN BEING IN THE CITY OF LEBANON PUBLIC RIGHT-OF-WAY

WHEREAS, Gross Builders at 2620 New Salem Highway, Murfreesboro, Tennessee 37218 desires to install a wayfinding sign within the right of way of Hamilton Station Boulevard; and

WHEREAS, Mr. Tony Stevenson, representatives of Gross Builders, presented the City of Lebanon with a site plan for their development, known as the Traditions at Hamilton Springs, which is located at Hamilton Station Boulevard; and

WHEREAS, the City’s engineering department has determined that the proposed wayfinding sign will not be located over existing or proposed utilities and that adequate space will remain to allow the City to maintain proposed utilities; and

WHEREAS, the City is willing to enter into an agreement with Gross Builders that would allow the wayfinding sign to be placed in the City’s right of way, but absolves the City from any monetary, damage, liability, installation, razing or reinstallation issues associated with the wayfinding sign and landscaping.

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 and execute an agreement with Gross Builders at 2620 New Salem Highway, Murfreesboro, Tennessee 37218, relative to the wayfinding sign that will be placed in the City’s right of way. The agreement shall be attached to this ordinance and incorporated by reference as if appearing herein verbatim.

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: _____

AGREEMENT

This Agreement, made on the _____ day of _____, 2015, by and between the City of Lebanon, Tennessee, a public body and political subdivision of the State of Tennessee, together with any successor public body or officer designated by law, hereinafter "City," having its office located at 200 North Castle Heights Ave., Lebanon, Tennessee 37087, and Gross Builders, hereinafter "Gross", having a mailing address of 2620 New Salem Highway, Murfreesboro, Tennessee 37218.

WITNESSETH

WHEREAS, Gross is the owner of property located on Hamilton Station Boulevard in the City of Lebanon, Tennessee, known as "Traditions at Hamilton Springs"; and

WHEREAS, Gross wishes to construct a sign identifying their business in Hamilton Springs Transit Oriented Development that is to be located within the City's public right-of-way of Hamilton Station Boulevard; and

WHEREAS, plans for the Traditions at Hamilton Springs showed the wayfinding sign inside of the City's public right-of-way were approved by City officials; and

WHEREAS, Gross is requesting that the City enter into an agreement relative to any monetary, damage, liability, installation, razing or reinstallation issues associated with the wayfinding sign.

NOW, THEREFORE, for and in consideration of the terms and conditions as stated herein, the City and Gross agree as follows:

1. Gross agrees that the wayfinding sign for the Traditions at Hamilton Springs installed within the City's right of way shall be subject to the specific provisions of this Agreement.
2. With the exception of being located in the City's right-of-way, the wayfinding sign will otherwise meet all provisions, restrictions and requirements of the Hamilton Springs Specific Plan and will be approved by the City's Building Inspection Department prior to installation.
3. Gross agrees to be solely responsible for any and all repairs, replacement or maintenance of the wayfinding sign, and any other costs associated with the wayfinding sign, including, but not limited to, damage from any acts of nature or any third parties.
4. Except for any provisions or restrictions set forth in paragraph number six (6) of this Agreement, nothing contained herein shall be construed to require any expenditures by or costs to the City of Lebanon.
5. The parties agree that Gross shall hold harmless and indemnify the City of Lebanon for any claims of property or monetary damage or personal injury arising from the installation of the wayfinding sign in the City's public right-of-way by any parties other than the City of Lebanon itself.
6. Nothing in this Agreement shall be construed so as to prevent the City of Lebanon

from exercising a right of demolition over the wayfinding sign in the event it is necessary to do so for the installation, replacement, repair of any utilities, drainage, or other valid governmental purpose, and said demolition shall be at no cost to the City of Lebanon. The City of Lebanon herein agrees that it will only exercise such right to demolition of the wayfinding sign as a matter of last resort.

7. Should the City of Lebanon be required to exercise its right of demolition of the wayfinding sign set forth in paragraph six (6), the City herein agrees to provide Gross with reasonable written notice that such demolition is required and in no instance shall such notice be less than thirty (30) days, except in case of imminent risk of personal injury or property damage and the necessary demolition constitutes an emergency, the City may remove the wayfinding sign.

8. As of the execution date of this Agreement, the City of Lebanon has no known or contemplated installation, replacement or repair plans related to any utility or drainage projects that would require the City to exercise its right of demolition of the wayfinding sign as set forth in paragraph six (6), or otherwise disturb the wayfinding sign.

9. As evidence by the signatures below, the signatories covenant and warrant that they have the power and authority to bind their respective entities and have the power and authority to execute this Agreement.

10. This Agreement shall become effective and binding only upon the passage of City of Lebanon Municipal Resolution No. 16-1955.

WITNESS OUR HANDS this _____ day of _____, 2015.

Approved:

Approved:

Mayor Philip Craighead
City of Lebanon, Tennessee

Gross Builders

By: _____
Harley I. Gross, Vice President

Attest:

Approved As To Form:

Robert Springer, Commissioner of Finance
City of Lebanon, Tennessee

Andy Wright, City Attorney
City of Lebanon, Tennessee

Ordinance No. 16-1955



HAMILTON STATION SENIOR APTS.

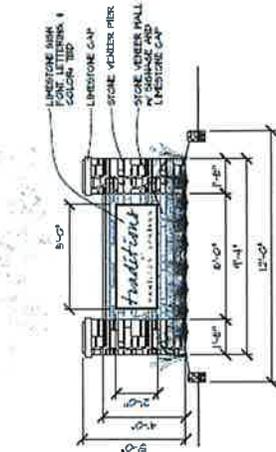
LEBANON, TN

EXHIBIT 'A'

DATE: MARCH 21, 2016

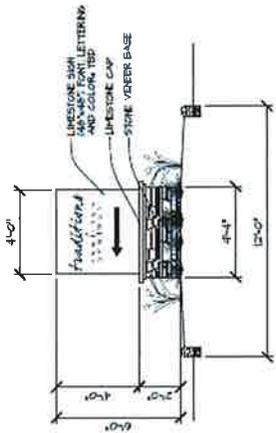


SCALE: 1/4" = 1'-0"
UNLESS NOTED
OTHERWISE



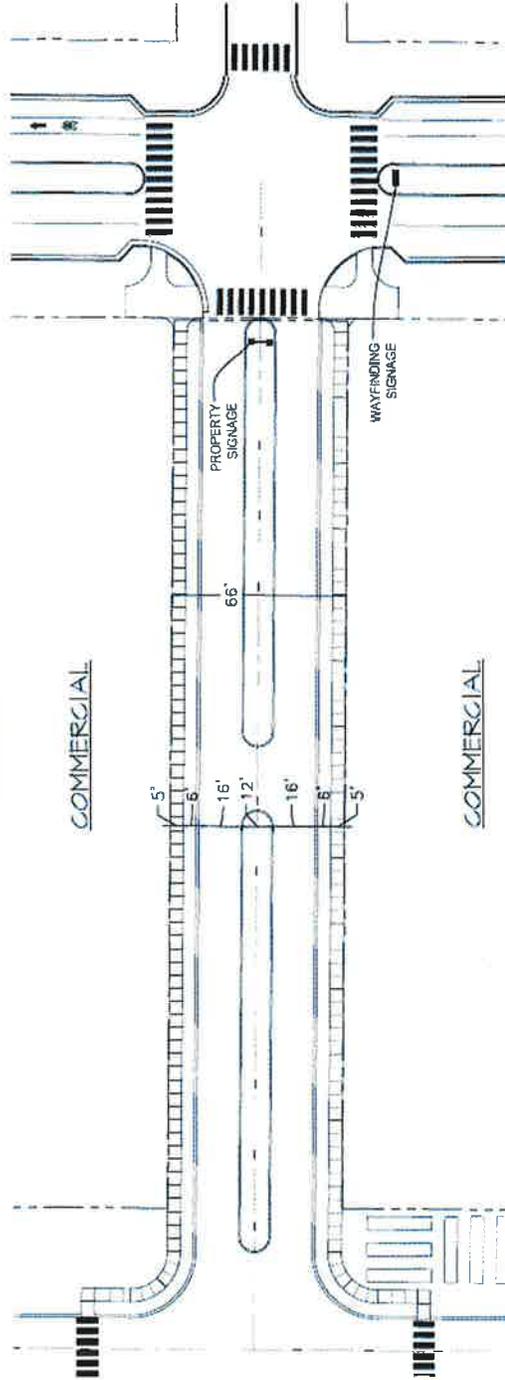
PROPERTY SIGNAGE

NOT TO SCALE



WAYFINDING SIGNAGE

NOT TO SCALE



STREET PLAN

1" = 40'-0"

HAMILTON STATION SENIOR APARTMENTS

ZONING ORDINANCE 16-5270

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 1501 HUNTERS POINT PIKE FROM MDR – MEDIUM DENSITY RESIDENTIAL TO HDR – HIGH DENSITY RESIDENTIAL

WHEREAS, the City of Lebanon desires to amend the Future Land Use Plan of the city; and

WHEREAS, the subject area is has a classification of MDR – Medium Density Residential in the Future Land Use Plan; and

WHEREAS, the Owner of this property is requesting to be rezoned to RS6 zoning which is a High Density Residential zoning district: 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 June 28, 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 162.00 acres at 1501 Hunters Point Pike is changed from MDR - Medium Density Residential to HDR – High Density Residential in the Future Land Use Plan for the City of Lebanon.

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

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

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

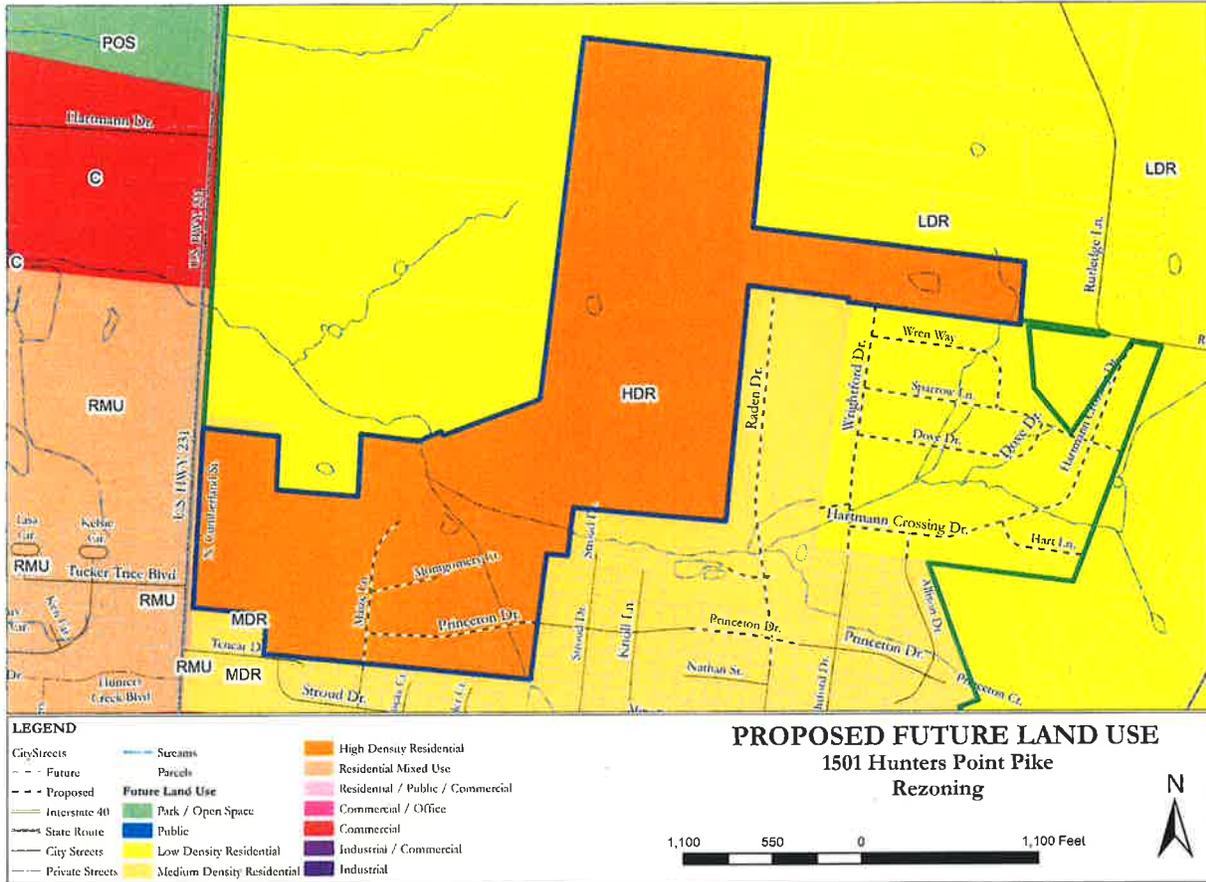
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE 16-5271

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 1501 HUNTERS POINT PIKE FROM CG – COMMERCIAL GENERAL, RD9 – MEDIUM DENSITY RESIDENTIAL AND RM6 – HIGH DENSITY MULTI-FAMILY RESIDENTIAL WITH A PLANNED UNIT DEVELOPMENT OVERLAY TO RS6 – HIGH DENSITY SINGLE FAMILY RESIDENTIAL IN WARD 1

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

WHEREAS, the subject properties are adjacent to an existing residential district; and

WHEREAS, the Planning Commission has recommended that the Future Land Use Plan be amended to identify the subject property as High Density Residential in the Future Land Use Plan; and

WHEREAS, the property owner is asking for the RS6 zoning to continue the residential zoning on Hunters Point Pike; and

WHEREAS, the property owner is asking for the Villages at Hunters Point Planned Unit Development to be repealed; 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 RS6 – High Density Single Family Residential to the Mayor and City Council at their June 28, 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 **CG – Commercial General, RD9 – Medium Density Residential and RM6 – High Density Multi-family Residential with a Planned Unit Development Overlay to RS6 – High Density Single Family**:

Approximately 162.00 acres more or less, located at 1501 Hunters Point Pike as shown on the attached map.

For reference, see Deed Book 1438 Page 410 in the Register's Office of Wilson County, Tennessee, and being shown as Tax Map 58 Parcel 68, for Wilson County, Tennessee.

Section 2. That the Villages at Hunters Point Planned Unit Development approved by City Council in Ordinance Number 06-2875 be repealed.

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

Section 4. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

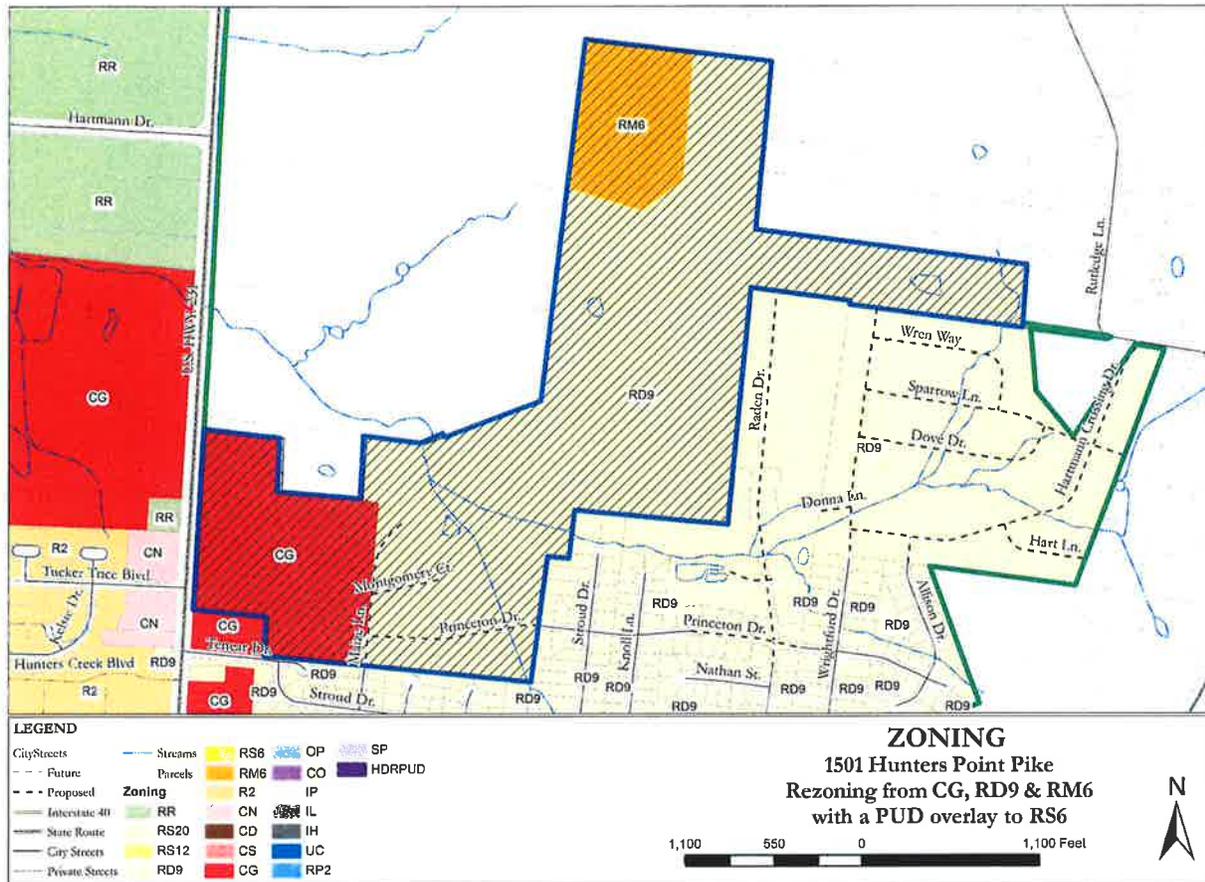
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ZONING ORDINANCE 16-5272

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON LEEVILLE PIKE FROM RR – RURAL RESIDENTIAL AGRICULTURAL TO R9 – MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL 9,000 IN WARD 4

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

WHEREAS, the subject properties are adjacent to an existing residential district; and

WHEREAS, the subject properties are identified as Residential Mix Use in the Future Land Use Plan; and

WHEREAS, the property owner is asking for the RS12 zoning to continue the residential zoning on Leeville Pike; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this rezoning to RS9 – Medium Density Single Family Residential 9,000 to the Mayor and City Council at their June 28, 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 RS9 – Medium Density Single Family Residential 9,000:

Approximately 19.92 acres more or less, located on unaddressed property on Leeville Pike as shown on the attached map.

For reference, see Deed Book 1686 Page 1394 in the Register's Office of Wilson County, Tennessee, and being shown as Tax Map 80 Parcel 6, for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on _____.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____

Attest:

Approved:

Commissioner of Finance & Revenue

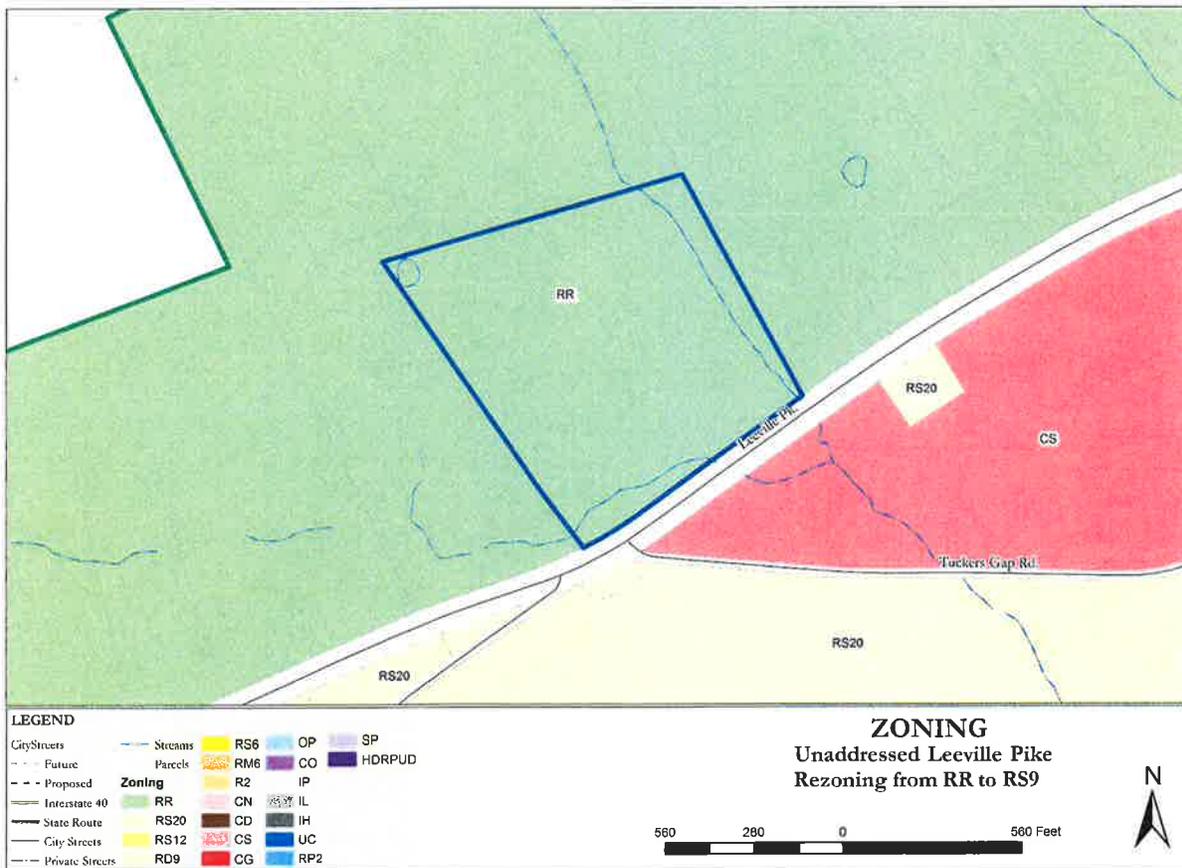
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



ORDINANCE NO. 16-5273

AN ORDINANCE TO AMEND TITLE 14 CHAPTER 8 SECTION 14.802 OFF-STREET PARKING AND LOADING REQUIREMENTS A. GENERAL PROVISIONS E. OFF-STREET LOADING AND UNLOADING REQUIREMENTS AND F. VARIANCE FROM REQUIRED PARKING AND APPENDIX D: OFF-STREET PARKING REQUIREMENTS TO AMEND THE REQUIREMENT TO ROUND THE NUMBER OF PARKING SPACES UP, TO AMEND THE OFF-STREET LOADING AND UNLOADING REQUIREMENTS BY HALF, TO ADD A FORMAL PROCESS FOR REQUESTING A PARKING VARIANCE AND TO AMEND THE MINIMUM PARKING STANDARDS BY HALF OF THE CURRENT STANDARD

WHEREAS, providing adequate off-street parking and loading areas is important; and

WHEREAS, the City of Lebanon has an interest in reducing the amount of unused impervious cover because of the City's history with flooding; and

WHEREAS, the City of Lebanon seeks to limit the creation of unused parking and loading areas; and

WHEREAS, the City of Lebanon Regional Planning Commission has identified an issue with the City's current off-street parking and off-street loading and unloading; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to Title 14 City of Lebanon Zoning Ordinance to the Mayor and City Council at their June 28, 2016 meeting.

WHEREAS, this amendment is essential for the 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 Lebanon Municipal Code, Title 14 Chapter 8 Section 14.802 Off-Street Parking and Loading Requirements A. General Provisions by adding 14.802.A as follows:

A. General Provisions

A parking space is not required for a portion of a unit of measure one-half (1/2) or more of the amount set forth herein.

Section 2. That the Lebanon Municipal Code, Title 14 Chapter 8 Section 14.802 Off-Street Parking and Loading Requirements A. Off-Street Loading and Unloading Requirements by amending 14.802.E as follows:

E. Off-Street Loading and Unloading Requirements

TOTAL USABLE FLOOR AREA	SPACE REQUIRED
0 to 19,999 9,999 sq. ft.	One (1) space
20,000 10,000 to 24,999 14,999 sq. ft.	Two (2) spaces
25,000 15,000 to 29,999 19,999 sq. ft.	Four (4) spaces
Over 30,000 20,000 sq. ft.	Three (3) spaces, plus one (1) additional space for each additional 30,000 20,000 sq. ft.

Section 3. That the Lebanon Municipal Code, Title 14 Chapter 8 Section 14.802 Off-Street Parking and Loading Requirements F. Variance from Required Parking by adding 14.802.F as follows:

F. Variance from Required Parking

Providing adequate parking is important but the City of Lebanon also has an interest in reducing the amount of unused impervious cover because of the City’s history with flooding. To help limit the creation of unused parking areas, alternative parking solutions may be considered by the Planning Commission. The basis for an alternative parking solution could be (but is not limited to):

1. Parking demand on similar type developments
2. Availability of shared parking facilities
3. Availability of reasonable pedestrian and bicycle infrastructure
4. Proximity of mass transit (i.e. Music City Star Stations)
5. A general parking study
6. A site specific parking study
7. The level of risk for a negative impact on the normal flow of traffic if the number of parking spaces is not adequate
8. The availability of an area where parking could be expanded if the demand increased

Section 4. That the Lebanon Municipal Code, Title 14 Appendix D: Off-street Parking Requirements by amending Appendix D as follows:

APPENDIX D: OFF-STREET PARKING REQUIREMENTS

RESIDENTIAL ACTIVITIES

Permanent	One Two spaces per dwelling unit
One-family detached dwellings	One Two spaces per dwelling unit
Two-Family detached dwellings	One Two spaces per dwelling unit
Three-family detached dwellings	One Two spaces per dwelling unit
Semi-detached dwellings	One Two spaces per dwelling unit
Town Homes	0.75 1-5 spaces for a one bedroom unit
Multi-family dwellings	1 1-7.5 spaces for two or more bedroom unit
Mobile Homes	1 2 spaces per mobile home
Semi-Permanent	0.5 1 space per unit
Boarding or rooming house, apartment hotel	0.5 1 space for each 4 beds
Dormitory	

COMMUNITY FACILITY ACTIVITIES

Administrative	1 space for each 600 300 sq. ft. of gross floor area
Community Assembly	1 space for each 10 5 seats or if no seats are used 5 for each 2,000 1,000 sq ft
Religious Activities	1 space for each 12 6 seats assembly halls
Community Education	
Kindergarten or Nursery	1 space for each 2 employees and 1 space of overflow parking (unpaved) for each 8 4 students, teachers and employees, whichever is greater
Elementary & Middle Schools, grades 1-7	1 space for each 2 classrooms or 1 space for each 10 5 seats in the auditorium and 1 space of overflow parking (unpaved) for each 8 4 students, teachers and employees, whichever is least greater
High School, grades 8-12	4 spaces for each 2 classrooms or 1 space for each 10 5 seats in the auditorium or 1 space for each 8 4 students, teachers and employees, whichever is least greater
Vocational or Trade Schools	1 space for each 2,000 1,000 sq. ft. of gross floor area plus 1 space for each 12 6 seats in any auditorium
Cultural & Recreation Services	
Art Galleries, libraries, museums, zoological & botanic gardens, planetariums & Aquariums	1 space for each 1,600 800 sq. ft. of gross floor area
Swimming pools	15 30 percent of capacity
Parks, playgrounds & playfields	5 10 spaces for each acre of land devoted to recreation, plus 1 space for each 8 4 spectator seats
Recreation centers & Gymnasiums	25 50 percent of the capacity, plus 1 space for each 4 2 employees
Essential Services	1 2 spaces per facility

COMMUNITY FACILITIES ACTIVITIES (continued)

Extensive Impact		
Airports, Air Cargo Terminals, Heliports or Aeronautical Devices		1 space for each 4 2 employees, plus 1 space for every 200 400 sq. ft. of gross floor area 1 space for each 40 20 employees, plus 1 space for each 2 patrol cars
Correctional or Detention Institutions		1 2 spaces minimum, the board may require more based on operational characteristics
Electricity Transmitting Facilities, Communication Towers & Transmission Facilities		1 space for each 200 400 sq. ft. of waiting room area
Railroad, Bus & Transit Terminals		1 space for each 4 2 employees
Railroad Yards & Other Transportation Equipment		1 space for each 10 5 seats
Marshalling & Storage Yards		1 space for each 2 employees
Stadiums, Sports Arenas, Auditoriums & Bandstands		The board shall determine based upon the pertinent factors of the use
Water & Sewage Treatment Plants		
All Other Activities		
Health Care		
Centers for Observation, Rehabilitation, Convalescent Homes		1 space for each 8 4 beds, plus 1 space for each 2,000 4,000 sq. ft. of gross floor area
Hospitals		0.75 1 & 1/2 spaces for each bed
Medical or Dental Clinics		1 space for each 400 200 sq. ft.
Institutional Care		1 space for each 2 employees plus 1 space for each 6 3 occupants
Intermediate Impact		
Colleges, Universities & Junior Colleges		1 space for each 2,000 4,000 sq. ft. of gross floor area suited for academic purposes, plus 1 space for each 12 6 seats in an arena, auditorium or stadium on the same lot
All Other Activities		The board shall determine based upon the pertinent factors of the use
Personal & Group Care		
Associations for Physically or Mentally Disabled		1 space for each 2 employees, plus 1 space for each 3 beds
Day Care Centers		1 space for each 2 employees, plus 1 space for each 5 children
Nursing Homes		1 space for each 2 employees, plus 1 space for each 3 patients
Senior Citizen Residential Centers		
High-rise Apartments		0.375 0.5 spaces per unit
Detached or Low-rise Attached Units		0.5 1 space for each unit
Religious Facilities		1 space for each 12 6 seats in assembly rooms or halls

COMMERCIAL FACILITIES

Adult Oriented Activities	1 space for each 500 250 sq. ft. of gross floor area
Animal Care and Veterinarian Services	1 space for each 500 250 sq. ft. of gross floor area
Automotive Services & Repair	1 space for each 2 employees, plus 2 4 spaces for each service bay
Oil Change Shops	1 2 spaces for the use, plus 1 2 spaces per oil change bay
Building Materials & Farm Equipment	1 space for each 2,000 1,000 sq. ft. of gross floor area, plus 1 space for each 2 employees
Consumer Repair Services	1 space for each 500 250 sq. ft. of gross floor area
Construction Sales & Services	1 space for each 2,000 1,000 sq. ft. of gross floor area
Convenience Commercial	1 space for each 500 250 sq. ft. of gross floor area
Entertainment & Amusement Services	
Art Galleries	1 space for each 1,600 800 sq. ft. of gross floor area
Batting & Golf Ranges	To be determined by the Board
Bowling Alley	10 5 spaces for each alley or lane
Billiard Parlor	1 space for each 600 300 sq. ft. of gross floor area
Coin Operated Amusement Arcades	1 space for each 400 200 sq. ft. of gross floor area
Dance Halls, Studios, Schools & Skating Rinks	1 space for each 200 100 sq. ft. of gross floor area
Entertainment & Amusement Services	
Exhibition Halls & Auditoriums	20 40 percent of capacity
Motion Picture & Legitimate Theater	1 space for each 40-5 seats
Financial, Consultive & Administrative Services	1 space for each 500 250 sq. ft. of gross floor area
Food and Beverage Services	1 space for each 4 2 seats
Food Service Drive-in or Drive-Thru	1 space for each 300 150 sq. ft. of gross floor area
General Business & Communications Services	1 space for each 800 400 sq. ft. of gross floor area
General Personal Services	
Funeral & Crematory Services	1 space for each 200 100 sq. ft. of gross floor area
With an Associated Chapel	1 space for each 8 4 seats
Health Club	1 space for each 300 150 sq. ft.
Self-Storage Facility	1 space for each 40 20 storage stalls, plus 1 2 spaces per managers residence
All Others	1 space for each 800 400 sq. ft. of gross floor area
General Retail Trade	1 space for each 500 250 sq. ft. of gross floor area
Furniture Stores	1 space for each 1,000 500 sq. ft. of gross floor area
Group Assembly	1 space for each 8 4 seats or as determined by the Board
Medical & Professional Services	1 space for each 400 200 sq. ft. of gross floor area
Transient Habitation	1 space for each 2 rental rooms, plus 1 space for each 4 2
Transportation & Warehousing	1 space for each 4,000 2,000 sq. ft., plus 1 space for each sq. ft. 10,000 5,000 sq. ft. of open storage area
Vehicular, Craft & Related Equipment	1 space for each 1,000 500 sq. ft. of gross floor area
Wholesale Sales	1 space for each 2,000 1,000 sq. ft. of gross floor area

COMMERCIAL FACILITIES (continued)

Commercial Shopping Centers, Complexes and Malls

- 0 - 400,000 sq. ft. 4 spaces for each 2,000 sq. ft. of gross leasable area
- 400,001 - 1,000,000 sq. ft. 4.5 spaces for each 2,000 sq. ft. of gross leasable area
- Over 1,000,000 sq. ft. 5.0 spaces for each 2,000 sq. ft. of gross leasable area

MANUFACTURING ACTIVITIES

- All Activities 1 space for each 3,000 sq. ft. of gross floor area or 1 space 3 employees during the largest shift, whichever is greater

AGRICULTURAL, RESOURCE PRODUCTION OR EXTRACTIVE ACTIVITIES

- Agricultural Services 1 space for each 2 employees
- Veterinary Services 1 space for each 600 sq. ft. of gross floor area
- Confined Animal Feeding Operations Determined by Board
- Mining, Drilling & Quarrying 0.75 spaces for each 2 employees
- Plant & Forest Nurseries 2.5 spaces, plus 1 space for each 2 employees and 1 space for each 10 acres

Variance from Required Parking (Section 14.802F)

Providing adequate parking is important but the City of Lebanon also has an interest in reducing the amount of unused impervious cover because of the city's history with flooding. To help limit the creation of unused parking areas, alternative parking solutions may be considered by the Planning Commission. The bases for an alternative parking solution could be (but is not limited to):

1. Parking demand on similar type developments
2. Availability of shared parking facilities
3. Availability of reasonable pedestrian and bicycle infrastructure
4. Proximity of mass transit (ie Music City Star Stations)
5. A general parking study
6. A site specific parking study
7. The level of risk for a negative impact on the normal flow of traffic if the number of parking spaces is not adequate
8. The availability of an area where parking could be expanded if the demand increased

Note:

In all cases, the number of required parking spaces are to be rounded down when the calculations require a partial space.

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

Section 6. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on _____

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1956

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A JOINT VENTURE'S (JOINT ECONOMIC AND COMMUNITY DEVELOPMENT BOARD OF WILSON COUNTY) PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM IN ACCORDANCE WITH TENNESSEE CODE ANNOTATED TITLE 8, CHAPTERS 34-37

WHEREAS, Tennessee Code Annotated, Section 8-35-201 provides that any governing body of a joint venture between one or more political subdivisions of this State may by resolution authorize the employees of the joint venture to participate in the Tennessee Consolidated Retirement System ("TCRS") subject to the approval of the TCRS Board of Trustees; provided that each political subdivision of the State which is represented in the joint venture passes a resolution guaranteeing the payment of its prorated share of any outstanding liability so incurred by the participation; and

WHEREAS, the Board of Directors of the Joint Economic and Community Development Board of Wilson County ("Joint Venture") has passed a resolution authorizing its employees to become members of TCRS under the provisions of state law, and under the following terms and conditions:

- A. **TYPE PLAN.** The Joint Venture adopts the following type plan: Regular Defined Benefit Plan;
- B. **EMPLOYEE CONTRIBUTIONS.** The Employees shall contribute: 0% of the employees' earnable compensation;
- C. **COST-OF-LIVING INCREASES FOR RETIREES.** The Joint Venture shall: PROVIDE cost-of-living increases for its retirees;
- D. **ELIGIBILITY OF PART-TIME EMPLOYEES.** The Joint Venture shall: ALLOW its part-time employees to participate in TCRS;
- E. **PRIOR SERVICE.** For each employee employed with the Joint Venture on the effective date of the Joint Venture's participation in TCRS, the Joint Venture shall: NOT allow its employees to establish any prior service credit with the Joint Venture; and

WHEREAS, the effective date of participation shall be on October 1, 2016, or on such later date as determined by the TCRS Board of Trustees, and the initial employer contribution rate will be **8.11 %**, which is based on the estimated lump sum accrued liability of **\$ 0.00**; and

WHEREAS, the City of Lebanon is represented in such Joint Venture and desires to allow all the employees of the Joint Venture to participate in TCRS under the above terms and conditions, or under such other terms and conditions the governing body of the Joint Venture may adopt pursuant to the laws governing TCRS; provided, however, this governing body must approve by resolution any such action that would increase the liabilities of either the Joint Venture or the Political Subdivision; and

WHEREAS, the liability for participation and costs of administration shall be the sole responsibility of the Joint Venture and all public entities responsible for the direct funding of the Joint Venture and not the State of Tennessee.

NOW, THEREFORE, BE IT RESOLVED by the City of Lebanon, Tennessee, that all the employees of the Joint Venture are hereby authorized to become eligible to participate in TCRS in accordance with the above terms and conditions subject to the approval of the TCRS Board of Trustees, and hereby guarantees the payment of its prorated share of any outstanding liability so incurred by the above-referenced action of the Joint Venture. It is acknowledged and understood that pursuant to Tennessee Code Annotated, Section 8-35-111 neither the Joint Venture nor the Political Subdivision shall make employer contributions to any other retirement or deferred compensation plans on behalf of any employee who participates in TCRS pursuant to this Resolution wherein the total combined employer contributions to such plans exceed 3% of the employee's salary, unless the Local Government Hybrid Plan or the State Employee and Teacher Hybrid Plan is adopted by the Joint Venture for such employee.

Adopted this ____ day of _____, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

STATE OF TENNESSEE
COUNTY OF WILSON

I, Robert Springer, Commissioner of Finance and Revenue for the City of Lebanon, Tennessee, do hereby certify that this is a true and exact copy of Resolution No. 16-1956 that was approved and adopted in accordance with applicable law at a meeting held on the 19th day of July, 2016, the original of which is on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the City of Lebanon.

Robert Springer
Commissioner of Finance for the City of Lebanon

Seal

ORDINANCE NO. 16-5274

**AN ORDINANCE TO AMEND TITLE 20 LEBANON SIGN REGULATIONS
CHAPTER 1 SECTION 20-103 (CCCC) "YARD SIGN" AND SECTION 20-125
"TEMPORARY SIGNS" TO AMEND THE DEFINITION OF A YARD SIGN AND
REGULATE TEMPORARY SIGNS**

WHEREAS, Staff has reviewed the regulations from neighboring communities and are recommending changes to the sign regulation's section on temporary signs; and

WHEREAS, the City of Lebanon seeks to clarify the acceptable uses and locations of temporary signs; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to Title 20 City of Lebanon Sign Regulations to the Mayor and City Council at their June 28, 2016 meeting.

WHEREAS, this amendment is essential for the 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 Lebanon Municipal Code, Title 20 (Sign Regulations), be amended as highlighted in Exhibit A (starting on page 13), to amend the definition of a yard sign and regulate temporary signs:

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: _____

EXHIBIT A

TITLE 20

LEBANON SIGN REGULATIONS

CHAPTER

1. CITY OF LEBANON SIGN ORDINANCE.

CHAPTER 1

CITY OF LEBANON SIGN ORDINANCE

SECTION

- 20-101. Intent and purpose.
- 20-102. Definitions.
- 20-103. Administration and enforcement.
- 20-104. Violations and penalties.
- 20-105. Appeals.
- 20-106. Variance condition.
- 20-107. Other remedies.
- 20-108. Conflicting codes & ordinances.
- 20-109 – 20-119. (reserved)
- 20-120. Sign permits and fees.
- 20-121. Districts and zoned districts defined: sign map adopted.
- 20-122. Computation of sign area and power line setbacks.
- 20-123. Exemptions.
- 20-124. Prohibited signs and other regulations.
- 20-125. Temporary Signs.
- 20-126. On-Site permanent sign requirements.
- 20-127. Off-Site permanent sign requirements.
- 20-128. Sign maintenance and other specifications for erection and maintenance of signs.
- 20-129. Non-conforming signs and other provisions.
- 20-130. Removal of certain signs.
- 20-131. Severability clause.
- 20-132. Exercise of Police Power.
- 20-133. Interpretation.

20-101. Intent and purpose. (1) Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the city without difficulty and confusion, to encourage the general attractiveness of the community, and to protect property values therein. Accordingly, this chapter is enacted to establish regulations governing the display of signs which will:

- (a) Promote and protect the public health, safety, comfort, morals and convenience;
- (b) Promote aesthetics in the city;
- (c) Protect the environment;
- (d) Enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs, and thereby encourage increased communication with the public;
- (e) Restrict signs and lights which overload the public's capacity to receive information or which increase the probability of traffic congestion and accidents by distracting attention or obstructing vision;
- (f) Reduce conflict among signs and lights and between public and private information systems; and
- (g) Promote signs which are compatible with their surroundings, are appropriate to the type of activity to which they pertain, and are expressive of identity of proprietors and other persons displaying signs.

(2) As these or any regulations can only establish the mechanical limits of signage and not enforce a level of visual quality in sign design, anyone planning a sign is strongly encouraged to consider:

- (a) The character of the proposed sign, not only in and of itself but also in terms of the effects such a sign will have upon the character of the surrounding area.
- (b) The way in which the sign will be read, and whether its size, location, configuration and character are appropriate to its intended audience or whether a more appropriate sign could better serve its intended purpose and, at the same time, be less visually disruptive.
- (c) The character of the sign structure, that is, the physical means of supporting the sign, and whether that structure could be made an integral part of the sign rather than a separate and frequently distracting element. (as added by Ord. #01-2271, April 2003)

20-102. Definitions. (1) **Definitions.** For purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Words not defined in this section shall have the meanings stated within this chapter. Words not defined in this chapter shall have the meaning in Webster's Ninth New Collegiate Dictionary, as revised.

(a) "Abandoned sign, abandonment:" A sign which was erected off-site or on-site in conjunction with a particular use, that use having been subsequently discontinued, regardless of any intent to resume or not to abandoned such sign, shall be deemed abandoned and shall not hereafter be re-established. For the purpose of this chapter, regardless of size, copy on the sign indicating the sign is for lease or rent shall not be construed as a use of the sign authorized by these regulations.

(b) "Animation:" A feature of a sign:

(i) Depicting movement, rotation, projection, or other electrical impulses portraying action or creating special effects or a scene; or

(ii) Including scrolling; or

(iii) Displaying video, including but not limited to, television screens, plasma screens, digital screens, flat screens, LED screens, video boards, and holo-graphic displays, etc. Flashing shall not be considered animation. Signs exhibiting animation shall be permitted, legislated, administered and regulated in the same manner and in the same zoning districts in which electronic message center signs are permitted.

(c) "Attached sign:" An attached sign is a sign that is affixed or painted to a wall, building or canopy having a permanent or changeable copy face. Any measurement of frontage shall apply only to the frontage owned or leased and occupied by the applicant but shall not include a common area. However, the property owner of the property or the property owner's tenant designee may use the measurement of the common area for his/her/its attached sign to the exclusion of all other occupants. An attached sign must be attached to the area occupied by the applicant, except the name of the business, trademark, logo, and/or trade name may be on a sign no larger than two (2) square feet attached at or near the street or sidewalk public entrance when the applicant's space in the subject building does not front on the street or sidewalk used as a public entrance; and, provided further that when two (2) or more such tenants and/or businesses utilize this provision, the design and format for all such signs shall be compatible (size, style and color) so as to appear as a commercial complex sign.

(d) "Banners:" A temporary sign made of flexible material designed to attract attention bearing a legend or motto or advertising message.

(e) "Board of Appeals:" Board of Appeals as used in Title 20, Lebanon Sign Regulations, refers to the Lebanon Board of Zoning Appeals.

(f) "Beacon:" Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source: also, any light with one or more beams that rotate or move.

(g) "Building Marker:" Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

(h) "Canopy sign:" A sign attached to a vertical side of a canopy. In order for a canopy to qualify for use of a canopy sign, a canopy must

(i) be a free standing canopy;

- (ii) cover a minimum of 500 square feet;
- (iii) the bottom of the canopy must be a minimum of 12 feet above the ground; and,
- (iv) have sides which are substantially vertical to the ground.

A canopy sign must be attached to a side of a canopy and cannot be larger than 50 square feet.

(i) "Changeable copy sign:" A sign where the frame or face is permanently attached and the copy within the frame or on the face may be made different.

(j) "City:" The City of Lebanon, Wilson County, Tennessee.

(k) "City Council:" The City Council of the City of Lebanon, Wilson County, Tennessee.

(l) "Commercial, noncommercial or multitenant complex:" A building or group of buildings constructed or to be constructed upon a zone lot and used or designed to be used for two (2) or more occupancies.

(m) "Commercial, noncommercial or multitenant complex sign:" A ground sign identifying a commercial or noncommercial complex and/or its tenants.

(n) "Commercial sign:" Expression related solely to the economic interests of the speaker and its audience. Speech which proposes a commercial transaction. The subject matter is to be considered and not the motivation of the speaker in making the determination.

(o) "Convenience sign:" A sign not exceeding two and one-half (2 1/2) square feet in surface area.

(p) "Dilapidation:" When a sign is allowed to fall into a state of disrepair, decay or ruin and the cost to repair exceeds fifty (50) per cent of the fair market cost, including labor and materials, for the erection of similar sign not needing repairs.

(q) "Director:" The Planning Director of the city or his or her designee.

(r) "Directional sign:" A directional sign is a temporary sign located off-site which indicates the direction to a special event such as a program, auction, open house or sporting event.

(s) "Display surface area:" The display surface area shall mean and include the entire area of a single continuous perimeter enclosing the extreme limits of wording, representation, emblem or any figure of similar character, together with any material or color forming an integral part of the display or used to differentiate such sign from the background and against which it is placed. In any event, the supports, uprights or decorative base shall not be included in determining the display surface area of a sign.

(t) "Districts and zone districts:" These are synonymous and are identified and defined in Title 14 of the Lebanon Municipal Code – Planning and Zoning – and referred to as the Lebanon Zoning Ordinance.

(u) "Electronic message center signs:" Any sign conveying computerized changeable messages including but not limited words, pictures, animation, video or designs. This definition includes television, plasma, digital, flat or LED screens, video boards, holographic or liquid crystal displays, fiber optic or other electronic media or technology.

(v) "Enter/Exit sign:" A sign not exceeding eight (8) square feet in surface area and having a maximum height of three (3) feet and a maximum width of four (4) feet directing traffic movement onto and from a zone lot.

(w) "Fence:" A structure functioning as a boundary or barrier usually made of posts, boards, wire or rails.

(x) "Flag signs:" A ground sign made of flexible material of distinctive color and designed to attract attention used as a symbol, standard, emblem or advertising message, permanent in nature, which is hoisted on a flag pole.

(y) "Flashing:" An image, message frame or text not consistently displayed for four (4) seconds. Animation, which is considered a permitted feature in certain zoning districts, shall not be considered flashing. Scrolling, which is considered animation, shall not be considered flashing.

(z) "Freestanding wall sign:" Any self-supporting sign not attached to a building that is painted on, incorporated in or affixed to a freestanding masonry wall, used primarily as development identification signs containing only the name of the occupant or complex.

(aa) "Frontage:" All the building fronting on a street or sidewalk from which public ingress and egress to the building is available. A drive-in window for customers shall satisfy the public ingress and egress requirement. If the building is a commercial, noncommercial, or multi-tenant complex then frontage is measured from the side of the building affording ingress and egress to the public.

(bb) "Frontage Road:" A minor street, parallel to and adjacent to an arterial street, whose primary purpose is to provide access to abutting properties.

(cc) "Front of building:" Any portion of the building wall containing the main entrance.

(dd) "Governmental sign:" A sign erected and maintained by the federal, state, or local government or agency thereof for a governmental purpose. A governmental sign shall not exceed sixty (60) square feet, unless it is a traffic control sign. For the purpose of this chapter a "traffic control sign" is a sign for the purpose of regulating, warning, or guiding

traffic. No governmental sign or traffic control sign shall bear any advertising or commercial message.

(ee) "Ground level:" The first floor above ground. The ground level floor in a building with two (2) or more floors, excluding the basement, extends to the floor of the next or second floor above ground level. The ground level floor in a building with only one (1) story excluding the basement, extends to the lowest point on the roof on the side to which the sign is attached. When a building is located on a sloping lot and has ground level street frontage on two or more streets, then the building may have two (2) ground level floors, but the ground level floor shall be determined for each side of the building based upon the foregoing definition of ground level.

(ff) "Ground sign:" A sign which is supported by uprights or braces and permanently attached to the ground excluding a temporary pole sign.

(gg) "Height:" See sign height.

(hh) "Highest adjacent grade:" The highest natural elevation of the ground surface, prior to construction, next to the proposed structure.

(ii) "Indirect illumination:" A source of light which is not seen directly.

(jj) "Inflatable signs:" A temporary inflated sign, which may be stationary or mobile, that is used to attract attention, which may or may not bear a message.

(i) An inflatable stationary sign is anchored in such a fashion that it does not allow it to move.

(ii) An inflatable mobile sign is one that is tethered so that it moves and free floats.

(kk) "Interstate on-site sign:" An on-site ground sign located within a Three Thousand Two Hundred (3,200) foot radius of the center of an interstate interchange or within One Thousand (1,000) feet of the interstate right-of-way. An interstate on-site sign must be a minimum of seventy-five (75) feet and a maximum of one hundred twenty (120) feet above the ground. Any other type of sign attached to the interstate on-site sign support which does not exceed the maximum height for its type of sign shall not be considered in calculating the signage of the interstate on-site sign, but it is subject to regulation by this sign ordinance. Should the applicant be entitled to two or more ground signs, the support of the interstate on-site sign may be used in lieu of a separate ground sign support.

(ll) "Lot:" Lot of record.

(mm) "Lot of record:" A tract of land whose existence, location, boundaries and dimensions have been legally recorded in a deed or plat and filed as a legal record and including any that is filed of record in the Register's Office of Wilson County, Tennessee. If a building sits on two

(2) or more lots, it is considered one (1) lot of record for purposes of this chapter.

(nn) "Lowest adjacent grade:" The lowest natural elevation of the ground surface, prior to construction, next to the proposed structure.

(oo) "Maintenance:" To keep in existing state of repair; preserve from decline; the upkeep of property.

(pp) "Marquee:" Any permanent roof like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

(qq) "Marquee Sign:" Any sign attached to, in any manner, or made a part of a marquee.

(rr) "Moving sign:" Signs which swing, undulate or otherwise attract attention through the movement of parts or through the impression of movement.

(ss) "Name plaques, address plaques and home occupation identification sign:" An attached sign, not exceeding three (3) square feet of surface area, indicating the name of the occupant, the address of the premises and identification of any legal single business or operation which may exist at the premises.

(tt) "Noncommercial sign:" Any sign that is not a commercial sign. If a sign could reasonably be construed as either commercial or noncommercial, this chapter shall be liberally construed in favor of free speech and the sign shall be construed as noncommercial.

(uu) "Nonconforming sign:" Any sign legally constructed or erected prior to the effective date of any ordinance or amendment containing provisions with which such sign does not comply. (A sign constructed illegally in violation of any prior law, ordinance or code is not made legal by this chapter unless it conforms to all the requirements of this chapter).

(x) "Occupant:" "Occupant" as used herein in conjunction with a commercial or noncommercial multi-tenant complex (utilities not separate and no firewall between tenants) is for the purpose of distinguishing one business entity from another unrelated business entity. An "occupant" in a commercial or noncommercial multi-tenant complex (utilities not separate and no firewall between tenants) may not be related to another business entity which is also an "occupant", except for the fact each business entity is in the same commercial or noncommercial multi-tenant complex. A business entity shall not be considered an occupant for purposes of this sign ordinance when the location is classified commercial or noncommercial multi-tenant complex (utilities not separate and no firewall between tenants) if:

(i) the business entity has common partners or ownership with another business entity at that location;

(ii) one business entity is a partner with another business entity at that location;

(iii) any officer or director of one business entity is common with any officer or director of another business entity at that location;

(iv) any officer or director of one business entity is a partner in another business entity at that location.

(ww) "Off-site sign:" An off-site sign is a sign or a portion thereof which directs attention to a business, profession, commodity, service or entertainment which is not primarily conducted, sold or offered upon the same lot of record. The term "off-site sign" shall not include an off-site permanent (billboard) sign on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message. Notwithstanding the foregoing or any provision of this chapter, this chapter shall not prohibit noncommercial speech displayed on an off-site sign, provided it does not violate Section 20-124.

(xx) "Off-site permanent (billboard) sign:" A surface on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message or product that is not available on the same parcel or zone lot on which the billboard is situated.

(yy) "Overlay district:" A zoning district that encompasses one or more underlying zones and that imposes additional requirements above that or in addition to that required by the underlying zone(s).

(zz) "Parapet:" A vertical false front or wall extension above the roof-line.

(aaa) "Pennant:" A temporary sign which is a colored flag sometimes bearing an emblem, dealership flag or drape, suspended or projecting from a private light pole, perimeter poles or dedicated poles.

(bbb) "Permanent structure:" A structure that is built of materials that would commonly be expected to remain useful for a substantial period of time.

(ccc) "Person:" Any individual, firm, partnership, corporation, company, association or joint stock association and includes any trustee, receiver, assignee or other similar representative thereof.

(ddd) "Pole sign:" A limited use on-site sign which is used for promotional-type advertising temporarily attached to perimeter poles, private light poles, canopy poles or other similar poles, but not including flag poles.

(eee) "Portable sign:" Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to ~~A or A or T~~ frames; ~~menu and sandwich board signs~~; balloons used as signs; umbrellas used for

advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless said vehicle is used in the normal day-to-day operations of the business.

(fff) "Residential Sign:" Any sign located in a district zoned for residential uses that contains no commercial message except advertising for goods or services legally offered on the premises where the sign is located, if offering such service at such location conforms with all requirements of the zoning ordinance.

(ggg) "Right-of-way line:" The boundary line or margin of the area adjacent to public streets, roads and highways over which exists an easement or easements or other right to install and maintain public improvements including, but not limited to, over head and underground power lines, telephone lines, water lines, sewer lines, drainage facilities including open ditches and storm water sewers and culverts, regardless of whether the right to construct those public improvements in the area was acquired by grant, by prescription or by exercise of power of eminent domain. The right-of-way line will usually be parallel to the margin of the public street, road or highway but exceptions to this general rule may exist for each separate parcel of real property. This sign ordinance does not superseded any right-of-way requirement of the state.

(hhh) "Roof:" the exterior upper covering of the top of a building.

(iii) "Roof sign:" An attached sign wholly or partially dependent upon the roof of any building for support. A roof does not include a mansard mounted on a parapet wall.

(jjj) "R.O.W.:" Right-of-way line.

(kkk) "Setback:" The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly from the property line.

(lll) "Sign:" Street graphics and includes frame, letter, figure, character, make, plain, point, marquee, design, picture, poster, stroke, banner, streamer, pennant, bunting, inflatable sign, strike, line, flag, logotype, trademark, reading matter, illuminating device, or any device used for the illumination of such which is used or intended to be used to attract attention or convey information when the same is placed outdoors in the view of the general public or for the purpose of attracting the general public to any place, or any business, or any person, firm or corporation or to any public performance, or to any article, machine or merchandise of any nature whatsoever and which is displayed in any manner whatsoever. String lighting, strip lighting (attached neon tubing), flashing lights, and chasing lights in commercial, industrial, and multi-family zones and/or uses are included in the definition of "sign".

(mmm) "Sign area:" The total number of signs and/or display surface areas on any one (1) premises or lot of record or commercial industrial developments and complexes.

(nnn) "Signable area:" The total number of signs and/or display surface areas permitted in this chapter on any one (1) premises or lot of record or commercial industrial developments or complexes.

(ooo) "Sign Height:" See Section 20-122(2)

(ppp) "Sign Structure:" The supports, uprights, bracing, or framework of any structure exhibiting a sign, be it single-faced, double-faced, or v-type or otherwise.

(qqq) "Size:" Refers to display surface area.

(rrr) "Streamer:" A series of long, narrow banners, flags or pennants attached to a cord.

(sss) "Street Frontage:" The distance for which a lot line of a zone lot adjoins a public street, from one lot line intersecting said street to the furthest distant lot line intersecting the same street.

(ttt) "String lighting:" String lighting of rigid or flexible construction used to outline a building structure and used to attract attention for commercial purposes.

(uuu) "Strip lighting:" Attached neon tubing that is of constant intensity which is placed on the exterior of a building for the purpose of attracting the attention of the general public to any place of business.

(vvv) "Subdivision, commercial, noncommercial, industrial, or multifamily development identification sign:" A sign located at the entrance utilized to designate a residential subdivision or commercial, noncommercial, industrial or multi-family development.

(www) "Temporary sign:" Any sign which is by reason of construction or purpose to be used for a limited period of time.

(xxx) "Temporary window sign:" A sign in contact with or within three (3) feet of the window on the inside, and visible from the outside, that is not painted onto the window or stuck to the window in such a manner as to require scraping or the use of solvents or similar substances to remove it from the window pane. Notwithstanding the foregoing, a holiday sign painted on a window for thirty (30) days or less shall be treated as a temporary window sign.

(yyy) "Theater sign:" A ground sign used for the purpose of advertising motion pictures shown in a theater.

(zzz) "Traffic sign:" A sign to govern motor vehicle and pedestrian movements or activities on streets, roads, or highways and containing no advertisement.

(aaaa) "Window:" An opening in a wall or door of a building for admission of light that is usually closed by casements or sashes containing transparent material (as glass).

(bbbb) "Window Sign:" Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside

a window or upon the window panes or glass and is visible from the exterior of the window.

(cccc) "Yard Sign:" Small sign typically used for garage or yard sales. Not to exceed nine (9) square feet. Can be placed out two (2) days prior to event and removed the day following the event.

(dddd) "Zone Lot:" A parcel of land in single ownership that is of sufficient size to meet minimum zoning requirements for area, coverage, and use, and that can provide such yards and other open spaces as required by the zoning regulations. (as added by Ord. #01-2271, April 2003, as amended by Ord. #08-3396, Aug. 2008, and Ord. #08-3457, Nov. 2008)

20-103. Administration and enforcement. The chief building official is hereby designated as the enforcement officer for this chapter. In addition to all other authority conferred by statute, ordinance, or resolution, the chief building official and/or his authorized representative shall have the following duties and powers:

(1) Review and issue permits. Review all applications for sign permits, issuing permits for those signs found to be in compliance with the provisions of this chapter.

(2) Conduct inspection. Conduct location, footing, and final construction inspections, and to conduct such other inspections of all permanent and temporary signs displayed in the city as necessary to require compliance with the provisions of this chapter.

(3) Issue notices of violation. Issue notices of violation or citation regarding any sign which is found to be in noncompliance with one (1) or more of the provisions of this chapter.

(4) Cause removal of certain signs. After giving any required notice, cause the removal of certain signs which are found to be in noncompliance with one (1) or more of the provisions of this chapter.

(5) Administrative interpretation. Render, when called to do so, administrative interpretations regarding the provisions of this chapter and their effect on the display of any sign located or to be located in the city.

(6) Maintenance of records. Maintain all records necessary to the appropriate administration and enforcement of this chapter, including applications for variances and appeals. (as added by Ord. #01-2271, April 2003)

20-104. Violations and penalties. (1) Violation and penalty defined. Violation of any of the provisions of this chapter or failure to comply with any of its requirements is hereby deemed and declared a violation and subject to the penalties hereinafter provided, and each day that such violation continues shall constitute a separate and additional violation for each day. Any person who violates this chapter or fails to comply with any of its requirements shall, upon conviction thereof, be fined a sum not to exceed fifty dollars (\$50.00) for each violation.

(2) Signs placed in the right-of-way. Signs that exist in a non-

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conforming status placed in the public right-of-way shall be immediately

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confiscated by the city and the owner or responsible party for the sign shall be fined twenty-five dollars (\$25.00) for each sign in violation for the signs return, in addition to paragraph(1).

If the sign is not claimed within thirty (30) days, the city may consider it abandoned and destroy same.

(3)(2) Persons subject to penalty. The owner, tenant and /or occupant of any building, structure, premises or a part thereof, and any architect, builder, contractor, agent or other person, who commits, maintains, aids or participates in such violation may be found guilty of a separate offense and suffer the penalties as herein provided. (as added by Ord. #01-2271, April 2003)

20-105. Appeals. (1) Authority. An appeal may be taken to the Board of Appeals by any person aggrieved by an order, requirement, decision, determination or interpretation of the chief building official and/or his authorized representative acting within the authority of this chapter.

(2) Petition for appeal on decision. (a) Time limitation. An appeal shall be filed within thirty (30) days from the date of the alleged erroneous order, requirement, decision, determination or interpretation. Failure to appeal in the time specified will constitute a waiver of all rights to an administrative bearing.

(b) Filing to be in writing accompanied by documentation. Such appeal shall be filed in writing with the chief building official and shall be accompanied by such documents and information as Board of Appeals may by rule require.

(c) Fee. Each appeal to the Board of Appeals shall be accompanied by a fifty dollar (\$50.00) fee to be paid at the time of filing of the appeal.

(d) Transmittal of record. The chief building official shall, at the time of filing an appeal, forthwith transmit to the Board of Appeals all of the documents constituting a record upon which the action appealed from was taken.

(e) Information necessary for appeal. An appeal of alleged erroneous order, requirement, decision, determination or interpretation shall be filed in writing with the chief building official and shall include the following information:

- (i) The names, addresses and telephone numbers of the petitioner, the owner of the property on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign.
- (ii) Decision being appealed.
- (iii) Description of the requested appeal.
- (iv) Questions to be raised on appeal.
- (v) Justification of the requested appeal.

(vi) The location of the building, structure or zoning lot on which the sign is erected, to be erected or affixed.

(vii) If the application involves a ground sign, a site plan of the property involved showing dimensions of the lot, improvements thereon of the sign involved.

(viii) A blueprint, ink drawing or photograph of the sign involved.

(ix) Written consent of the owner of the building, structure or property on which the sign is erected or to be erected or affixed.

(x) Such other information as the chief building official may require to determine full compliance with his decision.

(f) Effect of appeal. An appeal shall stay all proceedings in furtherance of the action appealed from unless the chief building official certifies to the Board of Appeals, after the appeal has been filed with the chief building official, that, by reason of the facts stated in the application, a stay would, in his opinion, cause imminent peril to life or property. In such case, the proceeding shall not be stayed unless a restraining order is issued by a court of record.

(g) Board of Appeals, public hearing; timing and attendance. The appeal shall be filed forty-five (45) days prior to a public hearing by the Board of Appeals. The board shall set any such appeal for hearing, giving such notice to the public or to the persons concerned as the board deems advisable. The petitioner and chief building official and/or their authorized representatives shall attend those meetings of the Board of Appeals at which an appeal is to be heard.

(h) Board of Appeals determination. Following the hearing of any such appeal, the board may affirm, reverse or modify the action of the chief building official and/or his representative and may take any other action which is appropriate under the circumstances and is allowed by law. The action of the board on any such appeal shall be final and conclusive.

(i) Effect of board denial. No appeal which has been denied wholly, or in part, by the Board of Appeals, in accordance with the provisions established herein, may be resubmitted for a period of one (1) year from the date of such denial, and then only if there has been significant change in the conditions on which the appeal is being sought and found to be valid by the board.

(j) Maintenance of records. The chief building official shall maintain complete records of all findings of fact and recommendations of the Board of Appeals and all determinations of the board relative to an appeal. All such records shall be open to the public for inspection. (as added by Ord. #01-2271, April 2003)

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20-106. Variance condition. (1) Authority to Grant. Where, by reason of extraordinary and exceptional situations or conditions of such parcel of real estate, the strict application of any regulation enacted under this chapter would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property, the Board of Appeals may authorize, upon an appeal relating to the property, a variance from such strict application so as to relieve such difficulties or hardship, provided

(a) such relief may be granted without substantial detriment to the public good;

(b) such relief may be granted without substantially impairing the intent and purpose of the sign ordinance, zone plan, and zoning ordinance;

(c) all of the conditions set forth in subsection 20-106(4) "Standards for Variance" are satisfied;

(d) the resolution or motion of the Board of Appeals shall specifically address each of the conditions set forth in 20-106(4) (a) through (d), and explain how each condition was met or satisfied by the evidence. (The applicant has the burden of proof as to each condition);

(e) the provisions of subsection 20-106(2) have been substantially and materially satisfied by the applicant; and,

(f) the request of the applicant does not violate the limitations set forth in subsection 20-129(4).

(2) Petition of variance: (a) Standing. A petition for a variance from any provision(s) of this chapter may be made by any person having a proprietary interest in the sign for which such variance is requested.

(b) Information necessary for variance. A variance request shall be filed in writing with the chief building official and shall include the following information:

(i) The names, addresses and telephone numbers of the petitioner, the owner of the property on which the sign is to be erected or affixed, the owner of the sign, and the person to be erecting or affixing the sign.

(ii) A description of the requested variance.

(iii) Justification of the requested variance.

(iv) The location of the building, structure or zoning lot on which the sign is to be erected or affixed.

(v) If variance involves a ground sign, a site plan of the property involved, showing dimensions of the lot, improvements thereon, accurate placement thereon of the proposed sign.

(vi) A blueprint, ink drawing or photograph of the sign involved.

(vii) The written consent of the owner of the building, structure or property on which the sign is to be erected or affixed.

(viii) Such other information as the chief building official may require to determine full compliance with this and other applicable ordinances of the city.

(c) Fee. Each variance request to the Board of Appeals shall be accompanied by a fifty dollar (\$50.00) fee to be paid at the time of filing of the variance request.

(3) Board of Appeals' public hearing, timing and attendance. The Board of Appeals shall hold a public hearing on a variance request at the next regular meeting or special meeting called for such purpose following forty-five (45) days after the filing of an appeal thereof. The petitioner and chief building official and/or their authorized representatives shall attend those meetings of the Board of Appeals at which a variance is to be heard.

(4) Standards for variance. It is the intent of this chapter to use variances only to modify the application of any of the provisions of this chapter where there are practical difficulties or where unusual hardships may result. The board shall not grant a variance unless it makes findings based upon evidence presented to it as follows:

(a) The conditions upon which the petition for a variance is based would not be applicable generally to other property within the same district.

(b) If the condition complained of by the appellant is a general or widespread condition, then a variance shall not be permissible. Financial factors alone shall not be considered as a basis for granting a variance.

(c) The alleged difficulty or hardship has not been created by any person having an interest in the property after the effective date of this chapter.

(d) The proposed variance will not increase the danger of fire or endanger the public safety.

(5) Board determination. The board may grant, deny, wholly, in part, or modify such variance request as it determines appropriate.

(6) Effect of denial. No requested variance which has been denied wholly or in part by the board in accordance with the provisions established herein may be resubmitted for a period of six (6) months from the date of such denial and then only when based on new evidence or proof of changed conditions found to be valid by the board.

(7) Board revocation. In any case, where a variance has been granted, and where no work pertinent thereto has been initiated within six (6) months from the date of the board approval of the requested variance, then, without further action by either the chief building official or Board of Appeals, such variance shall become null and void.

(8) Maintenance of records. The chief building official shall maintain complete records of all findings of fact and recommendations of the Board of Appeals and all determinations to the public for inspection.

(9) **No appeal for prohibited signs.** Notwithstanding any provision of this title to the contrary, no appeal shall be allowed and no variance shall be granted for the allowance of any sign otherwise prohibited by the provisions of this title. This section shall have no effect on preexisting signs as discussed in section 1 of ordinance No. 08-3396. (as added by Ord. #01-2271, April 2003, and amended by Ord. #08-3396, Aug. 2008)

20-107. Other remedies. In addition to all other remedies, the city may institute any appropriate action or proceeding to prevent, restrain, correct or abate any violation of this chapter. (as added by Ord. #01-2271, April 2003)

20-108. Conflicting codes and ordinances. If any provision or requirement of this chapter is found to be in conflict with any other provision or requirement of this chapter or of any other applicable governmental law, ordinance, resolution, rule or other governmental regulation of any kind, the most restrictive shall in all cases apply. (as added by Ord. #01-2271, April 2003)

20-109 – 20-119. (Reserved). (as added by Ord. #01-2271, April 2003)

20-120. Sign permits and fees. (1) **Permit and fee required.** It shall be unlawful for any person, corporation or association to erect, prepare, alter, relocate or keep within the city any sign or other advertising structure, as defined in this chapter, on a lot of record without first obtaining a sign permit from the building inspections department and paying the permit fee required by this section.

(2) **Application for sign permit.** Application for a sign permit shall be made upon forms provided by the building inspections department and shall include required information as set forth below:

- (a) Name, address and phone number of the owner.
- (b) Name, address and phone number of the contractor.
- (c) The proposed use of the sign.
- (d) Location of building, structure or lot to which or upon which the sign or other advertising structure is to be attached or erected.
- (e) For attached signs a dimensional sketch showing the position of the sign in relation to the building or structure to which it will be attached. The linear footage of the building frontage and signs in existence at the time of the application shall be included. Roof signs shall submit plans to show compliance with the applicable provisions of the adopted Standard Building Code, as amended.

(f) For all ground signs the following information is required: Two (2) dimensional sketches showing the height, shape, and surface area display of the sign, two (2) dimensional sketches of the foundation and structural components (poles) for the sign and two (2) dimensional site plans, showing the location of the sign on the site plan.

The setbacks from the property lines and power lines shall be included, as well as the spacing from other ground sign in existence at the time of application.

<u>Height</u>	<u>Design Criteria/Inspection Required</u>
0' to <24'	Site plan to include note that foundation and structural components (poles) are adequate for local wind load and adopted Standard Building Code. No inspection of foundation required.
24' to ≤ 40'	Site plan to include note that foundation and structural components (poles) are adequate for local wind load and adopted Standard Building Code. Inspection required before foundation poured and/or poles set.
>40'	Same as 24' to ≤40' with the additional requirement that all plans must be sealed by a registered Tennessee engineer certifying that the design is adequate for the local wind load and adopted Standard Building Code. Inspection required before foundation poured and/or poles set.

(g) For off-site ground sign scaled site plans showing the same as subsection (f), plus location plans showing spacing of existing off-site permanent ground signs within one thousand (1,000) feet on the same side of the street or interstate highway in both directions.

(h) Before any sign permit can be issued, a copy of the application requesting the electrical permit for the proposed sign must be obtained and filed with sign permit application and filed with the building inspector. A separate electrical permit will not be required if specifically included in any other electrical permit.

All electrical signs shall be manufactured to Underwriter Laboratory (UL) standards and feature the UL label. The UL number will be provided as part of the application information.

(3) Schedule of sign permit fees: (a) The fee for all signs not exempt from the fee shall be ten dollars (\$10.00) plus fifty cents (\$0.50) per square foot of surface display.

(b) The fee for strip lighting shall be ten dollars (\$10.00) plus twenty-five cents (\$0.25) per linear foot.

(c) For the relocation or moving of any sign or sign structure, the fee shall be fifteen dollars (\$15.00), except that no fee shall be required if such move is being made in order to comply with this chapter

where prior to such move the sign was legally nonconforming. To relocate on a different lot of record the other provisions of this section shall apply.

(4) Location to be marked. Before any sign permit can be issued, the proposed location shall be marked by stake or chalk line or other similar manner for location inspection.

(5) Installation. All signs must be installed in compliance with the applicable provisions of the adopted Standard Building Code, as amended.

(6) Issuance of sign permit. It shall be the duty of the clerk and inspectors from the Chief Building Official's office, upon the filing of an application for a permit to erect a sign, to examine such plans and specifications and other data regarding the proposal to erect or maintain the sign or other advertising structure, and if it shall appear that the proposed structure is in compliance with all of the requirements of this chapter and all other laws and ordinances of the city, the building inspections clerk shall then refer to the building inspector for location inspection. Upon approval of the building inspector of the application for sign permit, the building inspections clerk shall issue the permit.

If it shall appear that the proposed structure is in compliance with all of the requirements of this chapter and all other laws and ordinances of the city, he shall then be issued the sign permit within the next three (3) working days. If the applicant is not in compliance with this chapter, then within the next three (3) working days the building inspector shall state his refusal to the applicant.

Upon issuance of the sign permit, the building inspector will examine the premises for a footing inspection as indicated in Section 20-120(2)(f). It is the responsibility of the contractor to call the building inspections office at 444-3647 and request said inspection. Construction shall not proceed until inspection is made. Every effort shall be made to complete the inspection within one (1) working day of the request.

Final inspections are required to be done by the building inspector upon installation of the proposed sign. It is the responsibility of the contractor to call the building inspections office and request a final inspection for the sign. It is the responsibility of the contractor to call the State Electrical Inspector to request a final electrical inspection when applicable.

If work authorized under a permit to erect a sign has not been completed within six (6) months after the date of issuance, the permit shall become null and void. The issuance of a sign permit shall in no instance be construed as waiving any provisions of this chapter.

(7) Failure to obtain permit. Failure to obtain a permit prior to beginning construction shall automatically result in a penalty of double the permit fee. Failure to obtain an inspection shall automatically result in a penalty double the permit fee. No additional permits will be issued to an applicant who has any outstanding penalties.

(8) **Labels to be affixed.** If, upon examination, the building inspector's office determines that a sign has been installed in conformance with the provisions of this chapter, he shall cause a label to be issued bearing the number of the permit and further identifying specifically the sign which the permit authorizes. This label shall then be affixed to the sign by the permittee in a manner so that the permit will be readily visible for inspection purposes. Absence of such a label upon any sign constructed or installed within the municipal limits shall be prima facie evidence of failure to meet the requirements of this chapter.

(9) **Permit revocation.** Permits issued under this chapter shall be valid for the life of the sign approved. However, any permit may be revoked by the chief building official upon his determination that the sign is not in full compliance with the provisions of this chapter. (as added by Ord. #01-2271, April 2003)

20-121. Districts and zoned districts defined: sign map adopted.

All signs permitted to be constructed, erected and maintained under this chapter shall be permitted only in the designated districts. "District" or "zone district", when used herein, shall be and mean those areas which are zoned as and identified as such in the Lebanon Zoning Ordinance as amended, and as may be amended hereafter. For further reference and for further identification of the "districts" and "zoned districts", the official zoning map (or sometimes referred to as the zoning atlas) of the city, as amended, and as may be amended hereafter, and which is a part of the Lebanon Zoning Ordinance, is incorporated and adopted herein by reference, as if set forth verbatim. The map or a copy of the same shall be on file for reference for the administration of this chapter in the building inspector's office. (as added by Ord. #01-2271, April 2003)

20-122. Computation of sign area and power line setbacks. (1) In computing the area of all signs permitted under this chapter, the same shall be computed as follows:

(a) When two (2) signs of the same shape and dimensions are mounted or displayed back-to-back and parallel, only one (1) such face shall be included in computing the total display surface area of the sign. When two (2) signs of the same shape and dimensions are mounted or displayed in a V-shape, not back-to-back and parallel, each such face shall be included in computing the total display surface area of the sign.

(b) The display surface area of an attached sign consisting of word(s), image(s), logo(s) or trademark(s) not enclosed by a box or outline shall be the sum of the area(s) within an imaginary rectangular box around each word, image, logo or trademark, with the size of the box being the area within same, calculated by multiplying the height by the width. The height of the box shall be the vertical distance between the tallest and lowest letter or image, logo, or word; or the distance between

the top and bottom of an image, logo, or trademark which is not part of a word. The width shall be the horizontal distance between the outermost distant letter(s), image(s), logo(s), trademark(s) or combination thereof within a word; or the horizontal distance between the outermost edge of any image, logo or trademark not a part of a word.

(c) The display surface area of a sign consisting of connected letters or letters enclosed by a box or outline of any kind shall be the total area of the sign including the background, box or outline.

Example: +-----+
 | SIGN |
 +-----+

(d) The display surface area of a multifaced sign shall be one-half of the sum of all surface area forming a part of the display.

(2) Sign height measurement: Sign height shall be measured from the ground at the center of the sign to the highest point of the highest element of the sign, excluding any incidental structural element. Notwithstanding any other provision of this chapter, when a sign is located within two hundred (200) feet of a residential zone, the maximum height for the sign shall be sixteen (16) feet. Ground signs shall not exceed the height requirements as set forth in Section 20-126. However, when calculating the minimum height of a sign, the measurement is to the lowest part of the sign face; and, when calculating the minimum height of a canopy, the measurement is to the lowest part of the canopy that is not part of a support.

(3) Clearance from electrical power lines. The closest part of a sign shall not be any closer than eight (8) feet from the nearest primary conductor(s). The closest part of a sign shall not be any closer than eight (8) feet from a conductor not attached to the sign.

As an exception to the foregoing, when the measurement is from the sign to an insulated secondary conductor not exceeding six hundred (600) volts, no portion of the sign may be within eight (8) feet of the insulated secondary conductor measured horizontally, vertically or diagonally.

(4) When

(a) a zone lot is adjacent to a frontage road satisfying the conditions herein, has a minimum of one hundred (100) feet frontage on the frontage road, and the principal entrance to the building faces the major thoroughfare;

(b) the permissible square footage of the signage varies based upon the distance from the street right-of-way;

(c) there is a frontage road substantially parallel to a major thoroughfare, which major thoroughfare is a minimum of four (4) lanes; and

(d) the frontage road right-of-way is adjacent to the major thoroughfare right-of-way, then for the purpose of measuring the distance from the street right-of-way in order to determine the maximum number

of square feet of attached signage, the right-of-way of the major thoroughfare shall be used rather than the right-of-way of the frontage road. When the right-of-way between the frontage road and major thoroughfare is indistinguishable, then the frontage road shall be assumed to have a fifty (50) foot right-of-way and the centerline of the frontage road is presumed to be the center of the frontage road right-of-way for purposes of measurement. (as added by Ord. #01-2271, April 2003)

20-123. Exemptions. (1) Compliance with applicable provisions. Exemptions shall not be construed as relieving the owner of such signs from the responsibility of complying with certain applicable provisions of this chapter. All signs within the city must comply with property line setbacks, electrical setbacks, maintenance provisions and electrical permits and inspections as required by Section 20-120, except for governmental signs which may be zero setback.

(2) Signs exempt from sign permit or permit fee requirements.

- (a) Three (3) flags per zone lot;
- (b) Enter/exit signs 3' high or less;
- (c) Banners, except a permit without a fee is required for banners in the CD Central Business District;
- (d) Convenience signs;
- (e) Traffic signs;
- (f) (reserved)
- (g) (reserved)
- (h) Pennants;
- (i) (reserved)
- (j) Noncommercial permanent signs not exceeding three and one-half (3½) square feet in surface area;
- (k) (reserved)
- (l) (reserved)
- (m) Streamers;
- (n) Temporary signs, except inflatable and portable signs;
- (o) Vehicle signs, except as prohibited in Section 20-124.

(3) Nothing in this section shall favor a commercial sign over a noncommercial sign. A noncommercial message may be displayed on any of the signs or types of signs set forth in subsection (2). (as added by Ord. #01-2271, April 2003)

20-124. Prohibited signs and other regulations. (1) Prohibitions and restriction pertaining to signs, fixtures and supporting features. It shall be unlawful for any person to erect or maintain a sign which is prohibited as follows:

(a) A sign which copies or imitates or in any way approximates an official highway sign or carries the words "STOP" or "DANGER"; or any sign which obscures a sign displayed by public authority for the purpose of giving traffic instruction or direction or other public information. Signs which imitate traffic control devices. Signs which imitate, interfere with, obstruct the view of, or can be confused with any authorized traffic-control sign, signal or other similar device.

(b) A sign or illumination that causes any direct glare into any building other than the building which the sign may be accessory.

(c) Flashing signs are prohibited in all zoning districts.

(d) Roof signs painted on the roof or which extend above the highest point of the roof, except inflatable signs.

(e) Signs placed on or affixed to vehicles and/or trailers which are parked on the R.O.W., public property or private property so as to be visible from a public R.O.W. where the apparent purpose is to advertise a message. However, this is not in any way intended to prohibit signs placed on or affixed to motor vehicles where the sign is incidental to the primary use of the motorized vehicle or trailer. It shall be unlawful to use a vehicle or trailer sign as a sign in circumvention of this chapter.

(f) Signs which are attached or otherwise affixed to trees or other living vegetation and utility poles.

(g) A sign placed in a R.O.W., except as required by appropriate federal, state, city or county governmental authorities.

(h) No permanent sign, or part thereof, shall contain or consist of banners, pennants, ribbons, streamers, spinners, or other similar moving or fluttering devices. Banners, pennants, ribbons, streamers, spinners and fluttering devices shall not be attached to other temporary signs. Notwithstanding the foregoing, banners may be attached to on-site signs for a maximum of thirty (30) days following the opening or start up of a new business, profession, sale of commodity, service or entertainment which is primarily conducted, sold or offered upon the same lot of record. The purpose of this exception is to permit temporary signage to be attached to the permanent sign structure while new signage is being prepared for installation. This exception shall not have any application after the permanent signage is installed.

(i) Signs which revolve or rotate or use revolving or rotating elements.

(j) Signs incorporating any noisy mechanical devices.

(k) String lighting in a commercial or industrial zone except as a Christmas decoration, in which event, the lighting will not be erected before November 15 and must be removed by January 15.

(l) Signs displaying obscene matter.

(i) "Obscene" means:

(A) The average person applying contemporary community standards would find that the work, taken as a whole, appeals to the prurient interest:

(B) The average person applying contemporary community standards would find that the work depicts or describes, in a patently offensive way, sexual conduct, and,

(C) The work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

(ii) "Community" means Wilson County, Tennessee.

(iii) "Matter" means any printed or written materials, or any picture, drawing, photograph, or other pictorial representation that is obscene as defined herein.

(iv) "Patently offensive" means that which goes substantially beyond customary limits of candor in describing or representing such matters.

(v) "Prurient interest" means a shameful or morbid interest in sex.

(vi) "Sexual conduct" means:

(A) Patently offensive representations or descriptions of ultimate sexual acts, normal or perverted, actual or simulated. A sexual act is simulated when it depicts explicit sexual activity which gives the appearance of ultimate sexual acts, anal, oral or genital. "Ultimate sexual acts" means sexual intercourse, anal or otherwise, fellatio, cunnilingus or sodomy; or

(B) Patently offensive representations or descriptions of masturbation, excretory functions, and lewd exhibitions of the genitals.

(m) Temporary signs which violate Section 20-125.

(n) No sign shall be erected, constructed or maintained so as to interfere with any existing warning or instructional sign.

(o) No electrical light or fixture shall be attached in any manner to any sign unless it is installed in accordance with the National Electric Code, as amended.

(p) No sign of any type or any foundation or vertical support thereof shall be placed in or over any dedicated street, highway, sidewalk or in any utility and drainage easement except as excluded.

(q) No advertising signs shall be allowed on trash receptacles or benches.

(r) No attached sign shall extend more than eighteen (18) inches beyond the surface to which it is attached.

(s) The placing of banners across the street right-of-way will be allowed only by permission of the owner of the street right-of-way.

(t) Neon signs are prohibited in all residential zoning districts and on property used residentially, including RP2 and RR. Neon signs are also prohibited in the OP district.

(u) Electronic message center signs in any and all residential districts and the CN, CD, CO and OP commercial districts and the RR and UC special districts. In addition, it shall be unlawful for any existing, approved Planned Unit Development (PUD) with an overlay of CS zoning to contain any electronic message center signs unless the subject signs have been permitted by prior action.

(v) (reserved)

(w) Portable signs as defined in Section 20-102(1)

(x) Signs which contain false, misleading or deceptive information.

(y) Signs which are not expressly permitted by this chapter.

(z) Nothing herein shall prohibit non-commercial speech displayed on an on-site or off-site sign. This subsection supersedes any other provision to the contrary.

(2) Owner's consent. Any sign placed on, in or over any private property without the written consent of the property owner and any sign placed on, in or over any public property, including public R.O.W. without the consent of the public authority having jurisdiction over the property is prohibited.

(3) Obstructions. No signs nor any means of supporting or staying such signs shall be placed or constructed so as to obstruct or interfere with any door, window, fire escape or other means of egress, light or ventilation. No sign shall be located in such a position that the same obscures the view of pedestrian or vehicular traffic in such a manner as to endanger the safe movement thereof.

(4) Terminated activity. Conforming and non-conforming signs which advertise a terminated activity, business, product or service no longer produced or conducted on the premises upon which the sign is located are prohibited; provided, however, that where premises are temporarily vacant, such sign face may remain in place for not more than one-hundred eighty (180) days, such sign structure may remain in place for not more than two (2) years from the date the vacancy began.

Illegal signs shall be removed immediately.

(5) Unlawful cutting of trees and shrubs. No person may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located:

(a) Within the R.O.W. of any public street or road, unless the work is done pursuant to the express written authorization of the city or state, whichever is appropriate.

(b) On property that is not under the ownership or control of the person doing or responsible for such work unless the work is done pursuant to the express authorization of the person owning the property where such trees or shrubs are located. Notwithstanding the foregoing,

the owner of the property where such trees or shrubs are located may not give permission to remove or destroy trees or shrubs required by his site plan without first obtaining approval of an amendment to the site plan by the Lebanon Municipal Regional Planning Commission.

(c) In any area where such trees or shrubs are required to remain under a permit issued under this or any other chapter of the Lebanon Municipal Code. (as added by Ord. #01-2271, April 2003; and amended by Ord. #04-2632, April 2005, and Ord. #08-3396, Aug. 2008)

20-125. Temporary Signs. The total combined use of the following temporary signs shall not exceed three (3) signs per lot at any given time. The maximum signable area shall not exceed the size set forth below herein. It shall be unlawful to erect or maintain temporary signs in violation of the following:

~~The Codes Director shall be authorized to notify property owners, tenants or appropriate individuals at any location regarding the need to repair or replace any temporary signs identified below. Reference Section 20-128.~~

~~No sign shall obstruct vision of any vehicles. No sign shall be placed within a public road right-of-way.~~

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(1) Banners:

(a) Number - 2 per lot maximum on-site, except only one is permitted in the CD ~~Commercial Downtown~~ Central Business District.

(b) Size - 120 sq. ft. combined maximum area display.

(c) Setback - 5' property line, 8' power lines minimum.

(d) Height - N/A

(e) Timing - There shall be no banner ~~displayed attached to a building~~ for more than forty-five (45) days in any calendar year.

(f) Permit/fee - ~~N/A, except a p~~ Permit is required for all banners ~~in the CD Central Business District, without any fee. Fee is \$50.00 annually.~~

(g) ~~Method of display - Attached to building or canopy only.~~

~~(h) Zone - All zones except residential/agricultural zones and PUD and OP districts.~~

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(2) Directional signs:

(a) Number - ~~6~~ 4 per event off-site, 2 per lot.

(b) Size - 16 sq. ft. maximum.

(c) Setback - 5' property line

(d) Height - 3.5' maximum.

(e) Timing -

(i) Erection: 10 days before the event.

(ii) Removal: 2 days after the event.

(f) Permit fee - None.

(g) Zones - All.

(3) Inflatable signs - Stationary:

(a) Number - 1 per lot maximum on-site.

(b) Size - N/A

(c) Setback - 15' property line, 8' power lines minimum plus the distance to its inflated height minimum.

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(d) Height - N/A

(e) Timing - 90 days per year maximum, 30 consecutive days allowed one time with a minimum of 30 consecutive days between flights/displays. Individual permit required for each flight/display.

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- (f) Permit/fee - Permit & \$50.00 fee required annually.
- (g) Zone -CG, IL and IH districts.
- (4) Inflatable signs - Mobile:
 - (a) Number - 1 per lot maximum on-site.
 - (b) Size - N/A
 - (c) Setback - 15' property line, 8' power lines plus the distance to its extended height minimum.
 - (d) Height - 120 feet maximum.
 - (e) Timing - 90 days per year maximum, 30 consecutive days allowed one time with a minimum of 30 consecutive days between flights/displays.
 - (f) Permit/fee - Permit & \$50.00 fee required annually.
Individual permit required for each flight/display.
 - (g) Zone -CG, IL and IH.
- (5) Pennants:
 - (a) Number - 1 every 50 feet of frontage.
 - (b) Size - 9 sq. ft. maximum.
 - (c) Setback - 5' property line, 8' power lines minimum.
 - (d) Height - 35' maximum.
 - (e) Timing - N/A
 - (f) Permit/fee - Permit & \$50.00 fee required (per site) annually.N/A
 - (g) Zone -CG, IL and IH districts.
- (6) Pole signs:
 - (a) Number - 3 per lot maximum on-site.
 - (b) Size - 21 sq. ft. maximum.
 - (c) Setback - 5' property line, 8' power lines minimum.
 - (d) Height - 35' maximum.N/A
 - (e) Timing - N/A
 - (f) Permit/fee - Permit & \$50.00 fee required (per site) annually.N/A
 - (g) Zone -C0, CN, CS, CG, IL and IH districts.
- (7) Streamers:
 - (a) Number - On-site, 3 linear feet of streamers for every 1 of road frontage maximum.
 - (b) Size - N/A
 - (c) Setback - 5' property line, 8' power lines minimum.
 - (d) Height - 35' maximum.
 - (e) Timing - N/A
 - (f) Permit/fee - Permit & \$50.00 fee required (per site) annually.N/A
 - (g) Zone -CN, CS, CG, IL and IH districts.
- (8) Consignment Sales
 - (a) Number - 6.
 - (b) Size - 20 sq. ft. maximum.
 - (c) Setback - 5' property line.
 - (d) Height - 8' maximum.

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(e) Timing – Place 14 days prior to event and remove within 3 days.

(f) Permit/fee – Permit & \$25.00 fee required (per sign).

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(g) Cannot obstruct visibility.

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(9) A- or T-Frame Signs:

(a) Number – One per site.

(b) Size – 20 sq. ft. maximum.

(c) Locate minimum 5 ft. from curb and cannot obstruct visibility for vehicles.

(d) Setback – Meet ADA requirement of 32" clear path on sidewalk.

(e) Height - 4'.

(f) Timing – Place 14 days prior to event and remove within 3 days.

(g) Permit/fee – Permit & \$50.00 fee required annually.

(g) Zone – N/A.

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(8)(10) Other temporary signs as determined by Chief Building

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(a) Number - 3 per lot maximum on-site.

(b) Size:

(i) CN, CS, CG, IP, IL, IH and Commercial PUD zones
- 64 sq. ft. maximum.

(ii) Residential, Residential PUD's, UC, CO and RR-
16 sq. ft. maximum.

- (c) Height:
 - (i) CN, CS, CG, IP, IL, IH and Commercial PUD zones - 12' maximum.
 - (ii) Residential, Residential PUD's, UC, CO and RR - 6' maximum.
- (d) Setback - 5' property line
- (e) Timing - ~~Until 10 days following conclusion of the temporary purpose of which the sign was used. Maximum 4 days.~~
- (f) Permit/-fee - ~~Permit & \$50.00 fee required (per site) (per event). None.~~

~~(9)(11)~~ Temporary Realty Signs. Temporary realty signs are limited in size, spacing and number of signs allowed. All Temporary Realty Signs shall be ground signs.

(a) Temporary On-Site Realty Signs

- (i) Temporary Real Estate signs do not require a sign permit.
- (ii) May be located adjacent to each separate street frontage of a lot plus one "Open House" sign, when appropriate.
- (iii) Located entirely within the property to which the sign applies.
- (iv) No illumination allowed.
- (v) Removed within 7 days after deed has been recorded for sale, or a lease signed for the rental or lease of the property. Realtors shall provide copies of such documents to the building official if questions concerning these time frames arise.
- (vi) Signage size is to be a maximum of no larger than fifty-two (52) inches in width and forty (40) inches from top of sign to the bottom of the sign or signs within a single sign frame. This represents size of sign only. This does not represent the height of the sign from the ground to the top of sign.
- (vii) Not larger than 32-square feet and 7-feet high for all other properties, including residential properties larger than one acre, industrial and commercial properties.
- (viii) Special request for signs larger than allowed in these standards may be made to the Board of Zoning Appeals if topographic or other similar considerations should make such allowance necessary.

(b) Temporary Directional Realty Signs

- (i) Temporary directional signs saying "REALTY FOR SALE (OR LEASE)" "HOMES FOR SALE (OR LEASE)" or "LAND FOR SALE (OR LEASE)" shall not exceed 2-square feet in size and shall not exceed 3-feet in height from ground level to top of sign. These temporary directional signs shall only read as stated above and shall not contain realty firm promotional messages. They shall be printed in black or red letters on a white background.

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(ii) Two signs will be allowed per intersection at as many intersections as needed to guide consumers to available realty in the community.

(iii) "Open House" signs will be allowed in addition to temporary directional signs, but can be placed no earlier than Wednesday at 12:00 PM and must be removed by Monday at 12:00 PM.

(c) Temporary Auction Realty Signs

(i) The maximum sign size on the property to be auctioned will be 45-square feet.

(ii) The sign shall be posted not more than 15 days prior to the event and removed by the day following the event.

(iii) There will be a limit of 5 directional signs allowed per event. Maximum size of said directional signs will be 32-square feet.

(iv) Signs shall be no higher than 7-feet from the ground level at any point.

(v) There may be an unlimited number of 2-square feet directional signs which shall not exceed 3-feet in height from ground level to top of sign allowed not more than 15 days prior to the event and removed by the day following the event.

(d) Prohibited Temporary Realty Signs

(i) No flashing, fluttering, undulating, swinging, rotating, or otherwise moving signs, pennants, or other decorations shall be permitted.

(ii) No sign shall be posted on a utility pole, telephone pole, fence post, tree, rock or any other natural vegetative material. Exception is the placement of No Trespassing signs on a fence. (as added by Ord. #01-2271, April 2003, and amended by Ord. #04-2632, April 2005)

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(10) Handheld Signs. Handheld signs are illegal. Includes costumed characters flipping and holding signs.

(ii)

COMMUNITY EVENT SIGNS/BANNERS, ETC.

No sign shall obstruct vision of any vehicle. No sign shall be placed within a public road right-of-way.

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Definition:

Signs/banners which represent a community-wide event benefiting and involving the community as a whole. Community-wide event status determined by Chief Building Official and Planning Director. Commissioner of Public Works to be consulted if Chief Building Official and Planning Director do not agree.

Examples:

Wilson County Fair

Think Green, Think CleanWhip Crackin' RodeoBest of the Best Awards presented by the Chamber of CommerceBeautification Awards presented by the City of LebanonBeautification CommissionFunctions such as walks/runs to benefit organizations such asUnited Way, Sherry's Run, Relay for LifeOpen-air events which invite all of community such as Movie in the Park presented by Wilson Bank & Trust, Tour of Homes, Oktoberfest, Halloween on the Square, etc.Little League Baseball, Lebanon Girls Softball tryouts, etc.Yard Signs – Maximum 9 sq. ft.Banners – Maximum 120 sq. ft.All Others – Maximum 32 sq. ft.Setbacks: 5 ft from property line (placed out of the public right-of-way)Rule of thumb: place behind utility poles. If there is not a utility pole on the side of the street where you are placing a sign, look across the street and use the same distance between the street and utility pole on the other side of the street as a guideline.Application/Permit:Application must be completed at City of Lebanon Building Inspection Office. No charge for permit.Approval of Application based on:(1) Application must be made with City of Lebanon Building Inspection Office no less than 10 days prior to scheduling event.(2) Event is being held to benefit health and welfare of the community.(3) Event complies with City/State/Federal laws.(4) Application is signed by authorized representative of event organization.(5) Event representative signs to agree to follow all City guidelines regarding signage, safety, etc.Timing:(1) Signs, etc. announcing an upcoming event may be displayed up to 30 days prior to event and must be removed within 5 days after an event.(2) "Award" signs such as Best of the Best or Beautification Award may be displayed up to 3 days from date of presentation.POLITICAL CAMPAIGNS

- Do Not Attach Any Type of Sign(s) or Flyer(s) to Utility Pole(s) and/or Traffic Sign(s).
- No sign shall obstruct vision of any vehicle(s).
- Do Not Place Any Sign(s) in the Public Right of Way (ROW). This includes grassed medians,
- "How can you identify or determine where is the ROW?"

As a Rule of Thumb", and as a Visual Aid, follow guidelines below:1. Place Sign(s) behind Utility Pole. (This is normally will be at least 5 feet behind the Road Side Ditch.(a) If there is not a Utility Pole on the side of the street where you would like to place a sign,

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look across on the other side of the street and use the same measurement of distance between that Utility Pole and the street as a guide for your set back and placement of your sign(s).

(b) Place signs minimum 3 to 5 feet behind any "CURB".

- Obtain permission from the Private Property Owner before you place any signs on their property.
- Contact Tennessee One Call 1-800-351-111 to locate existing utilities.
- Maximum size of signs allowed are 4 x 8.
- REMOVE ALL SIGNS WITHIN 14 DAYS AFTER ELECTION.

Special Note:

Any sign determined to be creating a safety concern or hazard (such as obstruction of view), will be removed immediately by the City of Lebanon.

20-126. On-site permanent sign requirements. (1) Number, signable area of signs and construction. (a) Except as authorized by this section, it shall

be unlawful to have more than one (1) ground sign on a zone lot of record or in violation of the regulations set forth herein.

(b) If the zone lot of record has at least one hundred (100) feet of frontage on each of two (2) or more public streets, then there shall be no more than one (1) ground sign along each side of the lot of record bordered by such streets.

(c) An interstate on-site sign is a special type of ground sign defined in section 20-102(1). Should the applicant be entitled to two (2) or more ground signs, one of which is an interstate on-site sign, the applicant may utilize the interstate on-site sign structure for support of two (2) or more signs provided

- (i) each sign is no larger than permitted,
- (ii) each sign is either below the maximum height for a ground sign or above the minimum height for an interstate on-site sign;
- (iii) no more than two (2) of the signs are above the minimum height for an interstate on-site sign; and,
- (iv) no more than one (1) ground sign may be located below the maximum height for a ground sign.

(d) The supports, braces, guys and anchors for all on-site permanent signs shall not be exposed creosote treated wood. Should the supports, braces, guys, and/or anchors be of creosote treated wood, they must be covered with a material other than paint. Wood used as supports, braces, or anchors shall be decay or rot resistant.

(e) When the number of signs listed is greater than one (1), the size set forth shall be for each sign unless otherwise indicated.

(2) Spacing. There shall be fifty (50) feet minimum spacing on the same lot of record for ground signs.

(3) Permitted signs. The following signs shall be permitted in the districts hereafter set forth:

(a) Signs permitted in RR, RS20, RS12, RD9, RS6, RP2, R2, RM6 and Residential PUD's zoning districts (except as noted):

(i) Commercial (except home occupation) and tax-exempt organizations (except churches and schools):

(A) Type - Attached:

Number - 1 per lot maximum.

Size - 3 sq. ft. per linear feet of building

frontage not to exceed 40 sq. ft. maximum.

Setback - N/A

Height - Ground level floor.

Illumination - Not permitted.

Either (B) or (C) (But not both)

(B) Type - Ground:

Number - 1 per lot maximum.

Size - 40 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 24' maximum.

Illumination - Not permitted.

(C) Type - Freestanding wall sign.

Number - 1 per entrance.

Size - Letters shall not exceed 24" in height.

Display surfaces - Shall not exceed 40 sq. ft.

Setback - 5' property line, 8' power lines minimum.

Height - 8' maximum.

(ii) Home occupation:

Type - Attached.

Number - 1 per lot maximum.

Size - 3 sq. ft. maximum.

Setback - N/A

Height - Ground level floor.

Illumination - Not permitted.

(iii) Bed and breakfast homestay and bed and breakfast

inn.

(A) Type - Attached.

Number - 1 per lot maximum.

Size - 3 sq. ft. maximum.

Setback - N/A

Height - Ground level floor.

Illumination - Not permitted.

Either (B) or (C) (But not both)

(B) Type - Ground.

Number - 1 per lot maximum.

Size - 3.5 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 4 feet maximum.

Illumination - Not permitted.

(C) Type - Freestanding wall sign.

Number - 1 per entrance.

Size - Letters shall not exceed 6 inches in height.

Display surface - 4.5 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 4 feet maximum.

Illumination - Not permitted.

(iv) Subdivision or multifamily development ID sign:

Either (A) or (B) (But not both)

(A) *Type - Freestanding wall sign (see notation below).

Number - 2 per development entrance maximum.

Size - Letters shall not exceed 24" in height.

Display surface - Shall not exceed 40 sq. ft.

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- Setback - 5' property line, 8' power lines
minimum.
Height - 8' maximum.
Illumination - Indirect only.
- (B) *Type - Ground (see notation below).
Number - 1 per development entrance
maximum.
Size - 40 sq. ft. maximum.
Setback - 5' property line, 8' power lines
minimum
Height - 8' maximum.
Illumination - Indirect only.
- (C) Flag signs:
Type - Ground.
Number - 4 per entrance, 8 flags maximum per
development.
Size - 32 sq. ft. maximum.
Setback - 5' property line, 8' power lines
minimum.
Height - 40' maximum.
Illumination - Indirect only.
Zones -R2, RM6, and RP2 only.

*Notation:

- (a) The location, height, setback, size and illumination shall be permitted subject to the approval of the Lebanon Municipal Regional Planning Commission. Once approved by the Planning Commission, a permit shall be obtained and a fee paid.
- (b) These signs are intended to be in well landscaped areas where the developer has set up a property owner's association for their maintenance and shall maintain in escrow an amount equal to or greater than twenty-five dollars (\$25.00) per lot or unit for the maintenance of such sign.
- (v) Churches and schools:
- (A) Type - Ground.
Number - 1 per lot maximum.
Size - 100 sq. ft. maximum.
Setback - 5' property line, 8' power lines
minimum.
Height - 24' maximum.
- (B) Type - Freestanding wall sign.
Number - 2 per development entrance
maximum.
Size - Letters shall not exceed 24" in height.
Display surfaces - Shall not exceed 40 sq. ft.

Setback - 5' property line, 8' power lines minimum.

Height - 8' maximum.

(vi) Off-site signs not exceeding 200 square feet in total area are permitted.

(A) Such off-site sign shall be no closer than 5' to the front property line and shall not exceed 24 feet in height.

(B) Such off-site shall not be located within a 125 foot radius nor within 300 lineal feet from any city or county residential district or from any church, school, health care facility, historic district or . The off-site sign shall not be located closer than 150 lineal feet from any city or county office district.

(vi) Electronic message center signs are not permitted.

(b) Signs permitted in CN, CS Commercial PUD's and UC

zones:

(i) Commercial and noncommercial uses - Single occupant:

(A) Type - Attached.
Number - 3 per lot maximum.
Size - 3 sq. ft. per linear foot or building frontage not to exceed 100 sq. ft. maximum.

Setback - N/A
Height - Ground level floor or 24 feet, whichever is higher.

(B) Type - Canopy sign.
Number - 1 per side, 3 maximum.
Size - 50 sq. feet each, maximum.
Height - 12' minimum; 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

Either (C) or (D) (But not both)

(C) Type - Ground.
Number - 1 per lot maximum.
Size - 60 sq. ft. maximum.
Setback - 5' property line, 8' power lines minimum.

Height - 8' maximum.

(D) Type - Freestanding wall sign.
Number - 2 per development entrance maximum.

Size - Letters shall not exceed 24" in height.
Display surfaces - Shall not exceed 40 sq. ft.

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- Setback - 5' property line, 8' power lines minimum.
- Height - 8' maximum.
- (ii) Commercial, noncommercial or multitenant complex:
 - (A) Type - Ground.
 - Number - 1 per lot maximum.
 - Size - 75 sq. ft. maximum.
 - Setback - 5' property line, 8' power lines minimum.
 - Height - 24' maximum.
 - (B) Type - Freestanding wall sign.
 - Number - 1 per street frontage, maximum of 2.
 - Minimum street frontage for a second sign shall be 100'.
 - Size - 75 sq. ft. maximum, not to exceed 125 sq. ft. maximum for both signs.
 - Setback - 5' property line, 8' power lines minimum.
 - Height - 16' maximum if located within 300' of a residential zone, otherwise 25' maximum.
 - (C) Each occupant of a commercial, noncommercial or multitenant complex:
 - Type - Attached (see definition of "attached sign").
 - Number - 1 per tenant.
 - Size - 3 sq. ft. per linear foot of tenant frontage not to exceed 100 sq. ft. maximum.
 - Setback - N/A.
 - Height - Not to exceed the parapet wall or roof line, no sign shall be attached to the roof, or a maximum of 18'.
 - Structures with rear oriented toward an interstate shall be allowed the following additional signage:
 - Number - 1 per tenant.
 - Size - A sign the same size as the front or not more than 50 sq. ft., whichever is less.
 - Setback - N/A.
 - Height - Not to exceed the parapet wall or roof line, no sign shall be attached to the roof, or a maximum of 18'.
 - (D) Flag signs:
 - Type - Ground.
 - Number - 4 per entrance, 8 flags maximum per lot.

Size - 32 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 40' maximum.

Permitted for all uses this section except (D) below.

(E) Type - Canopy sign.

Number - 1 per side, 3 maximum.

Size - 50 sq. feet each, maximum.

Height - minimum 12 feet; 24 feet maximum when located within 200 feet of a residential zone, otherwise 35 feet maximum.

(iii) Off-site signs not exceeding 100 square feet in total area are permitted.

(A) Such off-site sign shall be no closer than 5' to the front property line and shall not exceed 24 feet in height.

(B) Such off-site sign shall not be located within a 125 foot radius nor within 300 lineal feet from any city or county residential district or from any church, school, health care facility, historic district or property eligible for historic designations. The off-site sign shall not be located closer than 150 lineal feet from any city or county office district.

(iv) Theaters:

Type - Ground.

Number - 1 per lot maximum.

Size - 300 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

(v) Electronic message center signs are not permitted, except in the CS zone.

(c) Signs permitted in CD district:

(i) Commercial and noncommercial uses - Single occupant:

Either (A) or (B) (But not both)

(A) Type - Attached.

Number - 1 per street frontage maximum.

Size - 3 sq. ft. per foot of linear building frontage.

Setback - N/A

Height - Ground level floor or 24 feet, whichever is higher.

(B) Type - Freestanding wall sign:

- Number - 1 per entrance maximum.
 Size - Letters shall not exceed 24" in height.
 Display surface - Shall not exceed 40 sq. ft.
 Setback - 5' property line, 8' power lines
 minimum.
 Height - 8' maximum.
- (ii) Each occupant of a commercial or non-commercial multi-tenant complex:
 Either (A) or (B) (But not both)
 (A) Type - Freestanding wall sign.
 Number - 2 per entrance maximum.
 Size - Letters shall not exceed 24" in height.
 Display surface - Shall not exceed 40 sq. ft.
 Setback - 5' property line, 8' power lines
 minimum.
 Height - 8' maximum.
 (B) Type - Attached (see definition of "attached sign").
 Number - 1 per business maximum.
 Size - 3 sq. ft. per linear foot of tenant frontage not to exceed 100 sq. feet maximum.
 Height - Ground level floor or 24 feet whichever is higher.
- (iii) Off-site signs are not permitted.
 (iv) Electronic message center signs are not permitted.
- (d) Signs permitted in CG, IP, IL, IH districts:
 (i) Commercial, noncommercial and industrial development ID sign:
 Either (A) or (B) (But not both)
 (A) *Type - Ground (see notation below):
 Number - One (1) per development entrance maximum
 Size - 100 sq. ft. maximum (132 sq. ft. if tenant panel, attraction panel or electronic message center used)
 Setback - 5' property line, 8' power lines
 minimum
 Height - 40' maximum.
 (B) *Type - Freestanding wall sign (see notation below):
 Number - 2 per development entrance maximum.

Size - Letters shall not exceed 24" in height maximum.

Display surface - Shall not exceed 40 sq. ft.

Setback - 5' property line, 8' power lines minimum

Height - 8' maximum.

*Notation: (a) The location, height, size and illumination shall be permitted subject to the approval of the Lebanon Municipal Regional Planning Commission. Once approved by the Planning Commission, a permit shall be obtained and a fee paid.

(b) These signs are intended to be in well landscaped areas where the developer has set up a property owner's association for their maintenance and shall place in escrow an amount equal to or greater than twenty-five dollars (\$25.00) per lot for the maintenance of such sign.

(ii) Commercial, noncommercial or industrial-single occupant:

(A) Type - Attached.

Number - 3 per structure maximum.

Size - 3 sq. ft. per linear foot of building frontage not to exceed:

(A) 100 sq. ft. when the building is located less than 42 feet of the street right-of-way,

(B) 150 sq. ft. when the front of the building is located 42 feet or more but less than 200 feet of the street right-of-way;

(C) 200 square feet when the front of the building is located 200 feet or more but less than 400 feet of the street right-of-way;

(D) 250 sq. ft. when the front of the building is located 400 feet or more but less than 600 feet of the street right-of-way;

(E) 300 sq. ft. when the front of the building is located 600 feet or more but less than 800 feet of the street right-of-way;

(F) 350 sq. ft. when the front of the building is located 800 feet or more from the street right-of-way.

(It is the intent of this chapter that the total aggregate of attached signs for the occupant shall not exceed the foregoing stated applicable maximum footage.) The measurement shall be made from the main entrance door to the street. For this purpose "street" shall mean the street parallel (more or less) to the side of the building containing the main entrance.

(B) Type - Strip lighting.

Size - 3 linear feet of strip lighting per 1 linear foot of building frontage.

Setback - N/A

Height - N/A

Specifications - Required UL approval.

Prohibited on wood.

Either (C) or (D) (But not both)

(C) Type - Ground.

Number - 1 per lot maximum.

Size - 200 sq. ft. plus 1 additional sq. ft. for each linear foot of street frontage exceeding 100 not to exceed 300 sq. ft. maximum.

Setback - 5' property line, 8' power lines minimum.

Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

(D) Type - Freestanding wall sign:

Number - 2 per lot maximum.

Size - Letters shall not exceed 24" in height.

Display surfaces - Shall not exceed 75 sq. ft.

Setback - 5' property line, 8' power lines minimum.

Height - 8' maximum.

(E) Type - Canopy sign.

Number - 1 per side, 3 maximum.

Size - 50 sq. feet each, maximum.

Height - minimum 12 feet; maximum 24 feet when located within 200 feet of a residential zone, otherwise 40' maximum.

(iii) Flag signs:

Type - Ground.

Number - 4 per entrance, 8 flags maximum per lot.

Size - 32 sq. ft.

Height - 40' maximum.

Setback - 5' property line, 8' power lines.

(iv) Commercial or noncommercial multi-tenant complex (separate utilities and firewall between tenants):

(A) Type - Ground.

Number - 1 per lot maximum.

Size - 200 sq. ft. plus 1 additional sq. ft. for each foot of linear street frontage over 200', not to exceed 300 sq. ft. maximum.

Setback - 5' from property line and 8' from power lines minimum.

Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

Type - Freestanding wall sign.

Number - 1 per street frontage, maximum of 2. Minimum street frontage for a second sign shall be 100'.

Size - 200 sq. ft. maximum, not to exceed 325 sq. ft. maximum for both signs.

Setback - 5' property line, 8' power lines minimum.

Height - 16' maximum if located within 300' of a residential zone, otherwise 25' maximum.

Type - Attached (see definition of "attached sign").

Number - 2 per occupant maximum

Size - 3 sq. ft. per linear foot of occupant frontage, not to exceed 150 sq. ft. per occupant.

Setback - N/A.

Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

Type - Canopy sign.

Number - 1 per side, 3 maximum.

Size - 50 sq. ft. each, maximum.

Height - minimum 12'; 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.

(B) Type - Ground.

Number - 1 per street frontage, maximum of 2. Minimum street frontage for a second sign shall be 100'.

Size - 200 sq. ft. maximum, not to exceed 325 sq. ft. maximum for both signs.

Setback - 5' property line, 8' power lines minimum.

Height - 16' maximum if located within 300' of a residential zone, otherwise 25' maximum.

(v) Commercial or noncommercial multi-tenant complex (utilities not separate and no firewall between tenants):

- (A) Type - Ground.
 Number - 1 per lot maximum.
 Size - 200 sq. ft. plus 1 additional sq. ft. for each foot of linear street frontage over 200', not to exceed 300 sq. ft. maximum.
 Setback - 5' property line, 8' power lines minimum.
 Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.
- (A) Each occupant of a commercial or noncommercial multi-tenant complex (utilities not separate and no firewall between tenants):
 Type - Attached (see definition of "attached sign").
 Number - 2 per occupant not to exceed 6.
- Size - 3 sq. ft. per linear foot frontage, not to exceed 300 sq. ft. per complex to be apportioned by the owner or occupants
 Setback - N/A
 Height - 24 feet maximum when located within 200 feet of a residential zone, otherwise, 40 feet maximum.
- (B) Type - Canopy sign.
 Number - 1 per side, 3 maximum.
 Size - 50 sq. feet each, maximum.
 Height - minimum 12 feet; 24 feet maximum when located within 200 feet of a residential zone, otherwise 40 feet maximum.
- (vi) Theaters:
 Type - Ground.
 Number - 1 per lot maximum.
 Size - 300 sq. ft. maximum.
 Setback - 5' property line, 8' power lines minimum.
 Height - 24' maximum when located within 200' of a residential zone, otherwise 40' maximum.
- (vii) Interstate on-site signs:
 Type - Ground.
 Location - Within 3,200' radial to the center of an interchange or within 1,000' of the interstate property line not at an interchange.
 Number - 1 per lot of record maximum.
 Size - 300 sq. ft. maximum.

Height - 120' maximum, except when the sign is located within 200' of a residential zone the maximum height shall be 24' in height. The minimum height of the bottom of the sign is 75 feet, unless located within two hundred feet (200') of a residential zone.

Setback - 5' property line, 8' power line minimum.

(A) Type - Freestanding wall sign.

Number - 1 per street frontage, maximum of 2.

Minimum street frontage for a second sign shall be 100'.

Size - 200 sq. ft. maximum, not to exceed 325 sq. ft. maximum for both signs.

Setback - 5' property line, 8' power lines minimum.

Height - 16' maximum if located within 300' of a residential zone, otherwise 25' maximum.

(viii) Off-site signs not exceeding 100 square feet in total area are permitted.

(A) Such off-site sign shall be no closer than 5' to the front property line and shall not exceed 24 feet in height.

(B) Such off-site sign shall not be located within a 125 foot radius nor within 300 lineal feet from any city or county residential district or from any church, school, health care facility, historic district or property eligible for historic designations. The off-site sign shall not be located closer than 150 lineal feet from any city or county office district.

(e) Signs permitted in OP Office Professional district:

(i) Commercial uses - Single occupant

Either A or B (but not both)

(A) Type - Attached

Number - 1 per lot

Size - 1 sq. ft. per linear footage of the building frontage, not to exceed 40 sq. ft.

Setback - NA

Height - Ground level floor

Illumination - Indirect or halo

(B) Type - Freestanding wall sign

Number - 1 per lot

Size - 40 sq. ft.

Setback - 20' or outside of the public utility and drainage easement, whichever is greater.

Height - 6' maximum

Illumination - Indirect or halo

- (ii) Commercial uses - Multiple tenants
 - (A) Type - Attached
 - Number - 1 per tenant
 - Size - 1 sq. ft. per linear footage of the building frontage, not to exceed 10 sq. ft. per tenant sign
 - Setback - NA
 - Height - Ground level floor
 - Illumination - Indirect or halo
 - (B) Type - Attached
 - Number - 1 per lot
 - Size - 40 sq. ft.
 - Setback - 20' or outside of the public utility and drainage easement, whichever is greater
 - Height - 6' maximum
 - Illumination - Indirect or halo
- (iii) Home occupation:
 - Type - Attached
 - Number - 1 per lot
 - Size - 3 sq. ft. maximum
 - Setback - NA
 - Height - Ground level floor
 - Illumination - Not permitted
- (iv) Subdivision development identification sign:
 - Type - Freestanding wall sign
 - Number - 1 per development entrance maximum
 - Size - Display surface shall not exceed 40 sq. ft.
 - Setback - 20' or outside of the public utility and drainage easement
 - Height - 6' maximum
 - Illumination - Indirect or halo

The location, setback, size and illumination of such signage shall be permitted subject to the approval of the Lebanon Planning Commission. Once approved by the planning commission, all necessary permits and fees shall be obtained and paid.

The freestanding wall signs are intended to be in well landscaped areas. If there is more than one tenant, or in the case of a subdivision, more than one property owner, a property owner's association should be formed for the maintenance of such signage.
- (v) Churches and schools:
 - (A) Type - Attached
 - Number - 1 per lot

Size - 3 sq. ft. per linear footage of the building
frontage, not to exceed 40 sq. ft.

Setback - NA

Height - Ground level floor

Illumination - Indirect or halo

(B) Type - Freestanding wall sign

Number - 1 per entrance to the site

Size - 40 sq. ft.

Setback - 20' or outside of the public utility and
drainage easement, whichever is greater

Height - 6' maximum

Illumination - Indirect or halo

(vi) Electronic message center signs are not permitted.

(as added by Ord. #01-2271, April 2003, and amended by Ord. #03-2552, Jan. 2004; Ord. #04-2632, April 2005, Ord. #07-3135, June 2007, Ord. #07-3213, Oct. 2007, Ord. #08-3396, Aug. 2008, Ord. #09-3490, March 2009, and Ord. #09-3491, March 2009)

20-127. Off-site permanent (billboard) sign requirements.

(1) Except as authorized by this chapter, no off-site permanent (billboard) sign may be erected on any zone lot of record. The requirements for off-site permanent (billboard) signs are set forth below. Off-site permanent (billboard) signs are permitted as follows:

(a) Location IL and IH zoning districts. Lot on which sign is to be erected must be contiguous with the interstate.

(b) Height - 50' maximum.

(c) Size - 775 sq. ft. maximum.

(d) Setback - 5' minimum from street or interstate property line and 200' maximum from interstate property line

(e) Spacing - 1,000' minimum to any other off-site permanent (billboard) sign in both directions on the same side of interstate or street. 1,000' minimum of an interchange or intersection at grade, measured along the interstate from the nearest point of the beginning or ending of pavement widening at the exit or entrance to the main-traveled way.

(f) Electronic message center signs are not permitted.

(2) Nothing in this section shall be construed to limit or curtail noncommercial speech in favor of commercial speech. A person may erect a sign in conformity with this section that is used in whole or part for noncommercial speech. (as added by Ord. #01-2271, April 2003, as amended by Ord. #08-3396, Aug. 2008)

20-128. Sign maintenance and other specifications for erection and maintenance of signs. (1) Premises maintenance. All ground signs and any other type of sign and the premises surrounding same shall be maintained

by the owner thereof in a clean, sanitary and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

(2) **Structure maintenance.** Notwithstanding the aforesaid, all signs, together with all their supports, braces, guys and anchors, electrical connections and components shall be kept in good, safe repair and, unless plastic, shall be galvanized or non-corroding metal, and shall be maintained in good and safe condition including the periodic application of paint or other weatherproofing material to prevent rust or other decay. The chief building official and/or his representative may order the removal of any sign that is not so maintained in accordance with the provisions of this section. Such removal or expense incurred to assure compliance of this chapter, shall be at the expense of the permittee or such owner of such sign or occupant or property owner where the same is situated or any one or all of them who shall be jointly and severally liable for such expense.

(3) **Display surface or other advertising surface maintenance.** The display surface or other advertising material of a sign shall not be allowed to deteriorate to a broken, torn, peeling, flaking or otherwise decayed condition and shall be repaired or removed within ninety (90) days of receipt of notice to the owner by certified mail, return receipt requested, from the chief building official ordering such repair or removal. If the owner fails to remove or alter the display surface so as to comply with the standards herein set forth within the time specified in such notice, such display advertising material may be removed or altered to comply with the chief building official. An appeal may be made to overcome some exceptional condition which poses practical difficulty or particular hardship in such a way as to prevent an owner from repairing the sign within ninety (90) days.

(4) **Banners, flags, pennants, streamers.** Banners, flags, pennants and streamer signs shall not be allowed to deteriorate to a tattered, torn or faded condition and shall be attached properly at all times. The condition shall be repaired or removed within thirty (30) days of receipt of notice. (as added by Ord. #01-2271, April 2003)

20-129. Nonconforming signs and other provisions. (1) **Purpose.** For the purpose of promoting aesthetics, protecting the environment, and regulating excess signage, encouraging the positive economic development of the city, promoting the safety of the traveling public, protecting existing property values in both residential and nonresidential areas, preventing overcrowding of land, promoting a positive community appearance as part of a concerted citywide effort to protect and enhance aesthetics of the city for the enjoyment of all citizens, the nonconforming signs are herein regulated.

These regulations are designed to prevent a public nuisance through the over-concentration, improper placement and excessive height, bulk, enlargement, number and area of signs or display of obscene matter. It is intended that outdoor advertising signs be located away from residential areas,

and that such signs be regulated to protect the character of the area wherein signs are located, and to conserve property values in these areas.

(2) Extension or expansion. A nonconforming sign shall not be enlarged, expanded, extended or structurally altered so as to create an additional nonconformity or to increase the extent of the existing nonconformity when the change is declared a nuisance by this chapter. This section shall not be construed to prohibit the changing of the message panel, provided there is no increase in the face area or height or change in the face panel enclosing members or structures. Nothing herein allows a nonconforming sign to be placed nearer to a right-of-way property line or power line than permitted by this chapter.

(3) Replacement or relocation. No nonconforming sign shall be removed and replaced or reconstructed on a different lot of record unless the replacement or reconstructed sign conforms to all applicable provisions of this chapter. Any sign in violation of the National Electric Code or located in whole or part on the public right-of-way is an unlawful nonconforming sign and shall not be replaced or altered unless it conforms with all provisions of this chapter.

(4) Area and height. No nonconforming sign shall be removed and replaced or reconstructed on the same lot of record unless it conforms with the height and signable area limitations set forth below. A nonconforming sign that is removed and replaced or reconstructed on the same lot of record is declared to be a public nuisance if the sign area or height exceeds the following in the zones and areas indicated:

(a) Industrial or commercial zones where the sign is more than two hundred (200) feet from residential zones:

- (i) Interstate Highway:
 - (A) Interstate on-site:
Nuisance if: > 345 sq. ft.
>138' in height
 - (B) Off-site:
Nuisance if: >891 sq. ft.
> 58' in height
 - (C) On-site ground sign:
Nuisance if: >345 sq. ft.
>40' in height
- (ii) 4-lane federal aid primary highway:
 - (A) Off-site:
Nuisance if: >480 sq. ft.
>58' in height
 - (B) On-site:
Nuisance if: >345 sq. ft.
>40' in height
- (iii) Other highways and streets:
Nuisance if: >345 sq. ft.

- >40' in height
- (b) Commercial or industrial zones where sign is within two hundred (200) feet from residential zone:
- (i) Interstate Highway:
 - (A) Interstate on-site:
 - Nuisance if: >345 sq. ft.
 - >27' in height
 - (B) Off-site:
 - Nuisance if: >891 sq. ft.
 - >27' in height
 - (C) On-site ground sign:
 - Nuisance if: >345 sq. ft.
 - >27' in height
 - (ii) 4-lane federal aid primary highway:
 - (A) Off-site:
 - Nuisance if: >460 sq. ft.
 - >27' in height
 - (B) On-site:
 - Nuisance if: >345 sq. ft.
 - >27' in height
 - (iii) Other highways and streets:
 - Nuisance if: >345 sq. ft.
 - >27' in height
- (c) All other zones other than residential zones:
 - Nuisance if: >115 sq. ft.
 - >27' in height unless flag which may be 35' in height
- (d) Residential zones:
 - Nuisance if: >69 sq. ft.
 - >27' in height unless flag which may be 35' in height

(5) Attached signs. Attached signs in all zones shall be considered a nuisance if they exceed signable area and height as provided in Section 20-126.

(6) Due process hearing. Notwithstanding the foregoing, any owner of a nonconforming sign who believes that the foregoing limitations in paragraph (4) unduly restrict his ability to replace or reconstruct a nonconforming sign and that his sign is not a nuisance shall be entitled to a public hearing before the Lebanon Board of Zoning Appeals. Notice of the public hearing will be published in a newspaper of general circulation at least ten (10) days prior to the meeting of the Board of Zoning Appeals. All interested persons shall be entitled to be heard at the public hearing on whether or not a nuisance in fact exists from the proposed expansion or replacement of a nonconforming sign.

(7) **Abandoned nonconforming signs.** Abandonment of any sign shall terminate the right to maintain such sign and the owner thereof shall be required to remove the sign. Any nonconforming sign shall be considered abandoned in the following situations, regardless of any reservation of any intent not to abandon or of an intent to reserve the right to use the sign:

(a) An abandoned on-site or off-site permanent sign is a sign displaying no advertising message for a period of two (2) years or more. Copy on the sign indicating the sign is for lease or sale shall not be construed as the display of any advertising message for the purpose of this chapter.

(b) Signs which advertise a terminated activity, business, product or service which has not been produced, conducted, sold or performed on the premises where the sign is located for a period of two (2) years or more. (as added by Ord. #01-2271, April 2003)

20-130. Removal of certain signs. (1) **Permit requirements.** Demolition of any permanent sign or sign structures requires a permit and fee (see Section 20-120) except no fee shall be required if such demolition is being made in order to remove a legal nonconforming permanent sign.

(2) **Notice to remove illegal nonconforming signs.** If the chief building official shall find that any sign does not conform to the provisions of this chapter, except for legal nonconforming signs, he shall give written notice to the owner(s), agent or person(s) having the beneficial interest in the building or the premises on which such permanent sign is located. Removal of the permanent sign shall be effected within ninety (90) days after receipt of the notice from the chief building official. Removal of temporary signs shall be effected within two (2) days after posting of notice on the sign or personal contact with owner or lessee. No notice will be given for temporary signs in R.O.W. If such sign is not removed after the conclusion of such period, the chief building official is hereby authorized to cause the sign to be removed forthwith at the expense of the owner or lessee.

For the purpose of this subsection, the word "remove" shall mean:

(a) The sign face, along with posts, columns or supports of ground signs, shall be taken down and removed from the property.

(b) The sign face and supporting structures of "projecting", "roof" or "attached" signs shall be taken down and removed from the property.

(c) The sign face of "painted attached signs" shall be removed by painting over the wall sign in such a manner as to completely cover up and hide from sight the sign in question.

(3) **Notice to remove abandoned signs.** If the chief building official shall find that any such permanent sign has not been removed within two (2) years otherwise of cessation of its particular use, he shall give written notice to the owner(s), agent(s) or person(s) having the beneficial interest in the building

or the premises on which such sign is located. Removal of the sign shall be effected within ten (10) days after receipt of the notice from the chief building official. If such sign is not removed after the conclusion of such ten-day period, the chief building official is hereby authorized to cause the sign to be removed forthwith at the expense of the owner(s), agent(s), or person(s) having the beneficial interest in the building or premises on which such sign is located. For the purpose of this paragraph, "removal" shall mean total removal of the sign structure if the sign is nonconforming but if the sign is properly maintained the order to remove shall not be given for another 365 days or one year.

(4) Notice to remove unsafe signs. If the chief building official shall find that any sign is unsafe or insecure, or is a menace to the public, he shall be given written notice to the owner, agent, or person having beneficial interest in the building or premises on which such sign is located. Correction of the condition which caused the chief building official to give such notice shall be effected within ten (10) days after receipt of the notice. If such condition is not corrected after the conclusion of such ten-day period, the chief building official is hereby authorized to cause the sign to be removed at the expense of the owner, agent or person having the beneficial interest in the building or premises on which sign is located. Notwithstanding the foregoing provision, the chief building official is authorized to cause any sign to be removed upon giving reasonable notice under the circumstances at the expense of the owner, agent or person having the beneficial interest in the building or premises on which sign is located, whenever he determines an emergency exists and that such sign is an immediate peril to person or property of others.

(5) Appeal. The owner of a nonconforming or abandoned sign which has been the subject of a notice of violation may appeal by filing a notice of appeal pursuant to Section 5 of this chapter no later than ten (10) days after receipt of notice. Failure to appeal in the time specified will constitute a waiver of all rights to an appeal to the Board of Appeals. Failure to request due process hearing within ten (10) days of the notice will constitute waiver of the right to an appeal when there is a right to a due process hearing.

(6) Annexation. Nonconforming signs located in areas annexed into the city shall be subject to the same provisions as nonconforming signs in existence when this chapter was initially passed. The following signs are required to be brought into compliance with these regulations within one-hundred twenty (120) days of the annexation: Temporary signs, flashing, chasing and blinking lights. Signs of this type that exist in a nonconforming status after the time specified shall cause the sign to be removed at the expense of the owner, agent or person having the beneficial interest in the building. (as added by Ord. #01-2271, April 2003)

20-131. Severability clause. Each section, subsection, paragraph, sentence, and clause of this ordinance, including any codes and ordinances adopted by reference, is hereby declared to be separable and severable. The

invalidity of any section, subsection, paragraph, sentence, or clause in this ordinance shall not affect the validity of any other portion of this ordinance and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted therefrom. (as added by Ord. #01-2271, April 2003)

20-132. Exercise of Police Power. This entire ordinance shall be deemed and construed to be an exercise of the police power of the City of Lebanon, Tennessee, adopted under the authority of section 6-2-201, Tennessee Code Annotated, for the preservation and protection of the public's health, safety, morals, and general welfare, and pursuant to all other powers and authorities for the aforesaid purposes, and all of its provisions shall be liberally construed with a view toward effectuation of such purposes. (as added by Ord. #01-2271, April 2003)

20-133. Interpretation. Words herein in the singular number shall include the plural, the present tense shall include the future, and the masculine gender shall include the feminine and neuter. (as added by Ord. #01-2271, April 2003)

ORDINANCE NO. 16-5275

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO ACCEPT THE PROPOSAL FROM MAIN STREET LANDSCAPING FOR ANNUAL MAINTENANCE OF TOWN SQUARE LANDSCAPING

WHEREAS, it is necessary to maintain the landscaping at the Town Square in order to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, the City of Lebanon received the following proposals; and

<u>Company</u>	<u>Amount</u>
Main Street Landscaping	\$10,460.00
Color Burst Landscapes	\$13,380.00
Minchey's Landscape and Design	\$18,400.00

WHEREAS, Main Street Landscaping is recommended for this project; and

WHEREAS, a budget amendment 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 accept the proposal and enter into an agreement with Main Street Landscaping for the annual maintenance of the Town Square landscaping in the amount of Ten Thousand, Four Hundred Sixty Dollars (\$10,460.00).

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to make the following amendment to the 16-17 fiscal year budget:

Department: Square Improvement

From: 11090000-79000 General Fund Balance \$10,460.00

To: 11043119-79300 Square Improvements \$10,460.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ord. No. 16-5275

Page 2

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Square Improvement

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-90000-79000	General Fund Balance	\$10,460.00	

Total

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-43119-79300	Square Improvement		\$10,460.00

Total

REQUESTED BY

Randy Lavin

DATE

7/8/16

DEPARTMENT HEAD

DATE

COMM. OF FINANCE

Robert D. Spring

DATE

7/8/16

MAYOR

DATE

REASON FOR THIS TRANSFER:

Funding for the Annual Landscape Maintenance Contract on City of Lebanon Square



CITY OF LEBANON

PHILIP CRAIGHEAD, Mayor

RANDY LAINE, P.E.
Engineering Director - Capital Projects
200 North Castle Heights Avenue
Suite 300
Lebanon, Tennessee 37087
Phone: (615) 444-3647
FAX: (615) 444-1515

200 North Castle Heights Avenue
Suite 100
Lebanon, Tennessee 37087

Memo:

July 8, 2016

To: Mayor and City Council

From: Randy Laine, Engineering Director for Capital Projects

RE: Annual Landscape Maintenance Contract on City of Lebanon Square.

We have requested proposals from local landscape companies to perform maintenance of the landscape area on the City Square. The request included several tasks including weekly mowing and weeding of landscape beds, a spring cleanup of the area, shrub pruning as necessary, mulch applications twice a year, leaf cleanup in the fall and landscape pre-emergent applications 4 times a year. We received proposals from 3 firms, they were:

Main Street Landscaping	\$10,460.00
Color Burst Landscapes	\$13,380.00
Minchey's Landscape and Design	\$18,400.00

We would recommend Main Street Landscaping as our firm for maintenance of the Square landscaping for the next year. This contract can be extended up to three years if both parties are agreeable to current pricing.

Cc: Jeff Baines

ORDINANCE NO. 16-5276

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE THE WAIVER OF FEES FOR HAMILTON SPRINGS STATION FOR THE REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, the Regional Transportation Authority plans to construct a train station at Hamilton Springs; and

WHEREAS, the following fees apply to the Hamilton Springs Station; and

- Planning – Plat review \$25
- Planning – Site plan review \$453
- Stormwater – Plan review \$833
- Stormwater – Grading permit \$429
- Stormwater – Inspection \$11,035
- Building Inspection – Permit \$70
- Building Inspection – Plan review \$35

WHEREAS, it is in the best interest of the citizens of Lebanon to waive the above referenced fees for the Hamilton Springs Station.

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 waive the above referenced fees for the Hamilton Springs Station to be constructed by the Regional Transportation Authority.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

RESOLUTION NO. 16-1958

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE
THE MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL
TRANSPORTATION AUTHORITY REGARDING THE WATER MANAGEMENT
AND UTILITY SERVICES FOR NEW CONSTRUCTION OF THE
HAMILTON SPRINGS STATION**

WHEREAS, it is necessary and in the best interest of the citizens of Lebanon to construct the commuter rail station at Hamilton Springs; and

WHEREAS, a Memorandum of Understanding is required in order to set forth the responsibilities of the City and the RTA regarding the water management and utility services for new construction of the Hamilton Springs Station.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute the Memorandum of Understanding with the Regional Transportation Authority, a copy of which is attached hereto and incorporated by reference as if appearing verbatim herein, for the purpose of setting forth the roles and responsibilities of the Regional Transportation Authority and the City of Lebanon with regard to the water management and utility services for new construction of the Hamilton Springs Station.

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

MOU No. 2016680
Memorandum of Understanding

This agreement by and between the Regional Transportation Authority ("RTA") and the City of Lebanon ("City") shall specify the roles and responsibilities of RTA and the City with regard to the water management and utility services for new construction of the Hamilton Springs Station in Lebanon, Tennessee (hereinafter referred to as "Hamilton Springs").

Installation of Sanitary Sewer Casing

1. The City agrees to appropriate funds for the construction and maintenance of sewer systems as needed for the Hamilton Springs station.
2. The City agrees to provide the casing pipe as specified below by RTA to be used for the installation of sanitary sewer casing for the future Force Main. Casing pipe will be approximately 380 linear feet of 24" diameter 0.407" wall thickness steel (solid weld) and meet all Federal Transit Administration "Buy America" requirements and similarly related required certifications.
3. The City will pay for the cost of installation and agrees to inspect, test, and accept installation pursuant to an approved design.
4. The City will procure the construction of the necessary sewer system through a separate and independent bid process.

Term

This MOU shall begin on the date of its execution and shall continue until the completion of the project or at such time as both parties mutually agree to terminate.

Liability

The RTA reserves the right to enter any existing easements as needed to repair or replace any RTA property. The RTA agrees to pay for any damages to easement property where such damages are caused by the RTA's negligence, recklessness, or other intentional misconduct. The RTA shall indemnify and hold harmless the City for any claims of property or monetary damages, personal injury and/or workers' compensation resulting from the RTA's operation of the Lebanon Stations and facilities.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO RTA UNDER THIS AGREEMENT MUST BE SENT TO THE ATTENTION OF:
CITY OF LEBANON'S FINANCE DIRECTOR, 200 Castle Heights Avenue N., Lebanon, TN 37022

Entire Agreement

This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

MOU No. 2016680
RTA and City of Lebanon
Installation of Sanitary Sewer Casing

Governing Law

The validity, construction and effect of this Memorandum of Understanding and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that RTA or the City may provide.

Modification of Agreement

This Memorandum of Understanding may be modified only by written amendment executed by all parties and their signatories hereto.

THE CITY OF LEBANON
WILSON COUNTY

REGIONAL TRANSPORTATION AUTHORITY

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

RESOLUTION NO. 16-1959

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE THE
MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL
TRANSPORTATION AUTHORITY FOR MAINTENANCE AND SECURITY
OF THE LEBANON COMMUTER RAIL STATIONS**

WHEREAS, the Regional Transportation Authority and the City of Lebanon have a common interest in the maintenance and security of commuter rail stations in Lebanon, and owned by the Nashville and Eastern Railroad Authority; and

WHEREAS, a Memorandum of Understanding is required in order to set forth the responsibilities of each party for the commuter rail stations in Lebanon.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute the Memorandum of Understanding with the Regional Transportation Authority, a copy of which is attached hereto and incorporated by reference as if appearing verbatim herein, for the purpose of setting forth the roles and responsibilities of the Regional Transportation Authority and the City of Lebanon with regard to the maintenance and security of commuter rail stations located at 344 West Baddour Parkway, 65 Martha Circle, and Hamilton Springs.

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

MOU No. 2016679

Memorandum of Understanding

This agreement by and between the Regional Transportation Authority ("RTA") and the City of Lebanon ("City") shall specify the roles and responsibilities of RTA and the City with regard to the maintenance and security of certain commuter rail stations located at 344 West Baddour Parkway, 65 Martha Circle, and Hamilton Springs all in Lebanon, Tennessee (hereinafter referred to as "Lebanon Stations").

Site Maintenance

1. The City agrees to be responsible for all utilities including electricity, water and sewer, and LAN based Internet.
2. The City shall be responsible for all routine site maintenance including but not limited to landscape, grass cutting, and trash pick and removal and shall provide scheduled maintenance and inspections as described in Appendix A.
3. All major repairs, replacements, and mid-life maintenance as they related to the Lebanon Stations shall be the responsibility of the City regardless of their origin or whether planned or unplanned. Major repairs, replacements and mid-life maintenance include asphalt, canopies, concrete overlays or replacements and lighting upgrades or replacements. The RTA, upon timely request of the City, shall make a grant application for such items if they are fundable by any Federal Transit Administration grant process. A failure to secure federal grants shall not alleviate the City of its responsibility under this MOU.
4. RTA shall maintain platform safety markings, and route signage.
5. RTA shall be responsible for the purchase, installation, and maintenance of video surveillance, ticketing equipment and other fixtures as deemed necessary by RTA.

Station Security

The City shall provide security at the station during the morning commute hours and the afternoon commute hours, and during special events if necessary. The station will be monitored several times throughout the day with periodic patrols to protect against property damages occurring to vehicles or station property. The City and RTA will review the frequency of the patrols as necessary to provide adequate security.

Term

This MOU shall begin on the date of its execution and shall continue until such time as both parties mutually agree to terminate.

Liability

Liability insurance for the Lebanon Stations is the responsibility of the RTA. The RTA shall indemnify and hold harmless the City for any claims of property or monetary damages, personal injury and/or workers' compensation resulting from the RTA's operation of the Lebanon Stations and facilities.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO RTA UNDER THIS AGREEMENT MUST BE SENT TO THE ATTENTION OF:
CITY OF LEBANON'S FINANCE DIRECTOR, 200 Castle Heights Avenue N., Lebanon, TN 37022

Entire Agreement

This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

Governing Law

The validity, construction and effect of this Memorandum of Understanding and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that RTA or the City may provide.

Modification of Agreement

This Memorandum of Understanding may be modified only by written amendment executed by all parties and their signatories hereto.

THE CITY OF LEBANON
WILSON COUNTY

REGIONAL TRANSPORTATION AUTHORITY

By: _____
Mayor

By: _____
Chairperson

Date: _____

Date: _____

Appendix A

Maintenance and Operations Tasks

Task	Frequency	Responsibility
Landscaping Soil Management Fertilize Monitor Drainage System Water Management Winterize Maintain Water Quality Structures in Accordance with Manufacturer's Specifications Shrub/Groundcover Mgmt Prune/ Trim Shrubs Trim Groundcover Insect/Disease Control Fertilize Mulch Tree Management Irrigation Disease/Insect/Weed Control Fertilization Pruning Tree Health/Safety Debris/ Green Waste Trash Management Leaf Removal from Site Trash Removal	Annually Annual Inspection Late Fall As Needed/Applicable Twice During Growing Season As Needed As Needed Annually As Needed Annually As Needed As Needed Annually Annual Report As Needed Daily	City of Lebanon
Janitorial Caretaking Sweep and Poser Seep Parking Lot Pressure Wash Exterior Surfaces (canopies, shelters, etc.) Graffiti Removal Rust Removal Touch Up Painting Clean Non-Transit Signage Snow/ Ice Removal from Walkways and Parking Lots Restriping Parking Lot Lighting Repairs	Weekly Quarterly Immediately As Needed As Needed As Needed As Needed As Needed As Needed	City of Lebanon
Signage Hardware Lebanon Station Sign Maintenance Regional Beacons, Regulatory and Wayfinding Signs Mounted Schedule Holders Off-Site Route Signs	Quarterly Inspection and Cleaning	City of Lebanon

RESOLUTION NUMBER 16-1960

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF LEBANON, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Lebanon, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to refund outstanding indebtedness; and

WHEREAS, the Municipality has previously issued and has outstanding its General Obligation Improvement Refunding Bonds, Series 2008, dated June 20, 2008; its Loan Agreement, dated May 31, 2011, by and among the Municipality, The Public Building Authority of the City of Clarksville, Tennessee (the "Authority") and First Tennessee Bank National Association (the "Bank"), which Loan Agreement was funded from the proceeds of the Authority's \$1,000,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon General Government Loan); and its Loan Agreement, dated July 8, 2011, by and among the Municipality, the Authority and the Bank, which Loan Agreement was funded from the proceeds of the Authority's \$2,900,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon Water and Sewer System Loan) (collectively, the "Outstanding Indebtedness"); and

WHEREAS, all or a portion of the Outstanding Indebtedness can now be refunded for the purpose of reducing the debt service requirements of the Municipality; and

WHEREAS, the City Council hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the "State Director") as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon, a copy of which has been made available to the members of the City Council; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$5,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Authority” means The Public Building Authority of the City of Clarksville, Tennessee.
- (b) “Authority Bonds” means, collectively, the GO Authority Bond and the WS Authority Bond.
- (c) “Bank” means First Tennessee Bank National Association.
- (d) “Bond Purchase Agreement” means a Bond Purchase Agreement, dated as of the date of the sale of the Bonds, between the Municipality and the Underwriter, in substantially the form attached hereto as Exhibit A, subject to such changes as permitted by Section 8 hereof, as approved by the Mayor, consistent with the terms of this resolution.
- (e) “Bonds” means the not to exceed \$5,000,000 General Obligation Refunding Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.
- (f) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.
- (g) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.
- (h) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.
- (i) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.
- (j) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.
- (k) “GO Authority Bond” means the Authority's \$1,000,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon General Government Loan).
- (l) “Governing Body” means the City Council of the Municipality.
- (m) “Mayor” means the Mayor of the Municipality.
- (n) “Municipality” means the City of Lebanon, Tennessee.

(o) “Outstanding Indebtedness” means the Municipality’s General Obligation Improvement Refunding Bonds, Series 2008, dated June 20, 2008; its Loan Agreement, dated May 31, 2011, by and among the Municipality, the Authority and the Bank and funded from the proceeds of the GO Authority Bond; and its Loan Agreement, dated July 8, 2011, by and among the Municipality, the Authority and the Bank and funded from the proceeds of the WS Authority Bond.

(p) “Refunding Escrow Agent” means the refunding escrow agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(q) “Refunding Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit B, subject to such changes thereto as shall be permitted by the terms of this resolution.

(r) “Refunded Bonds” means the maturities or portions of maturities of the Municipality’s General Obligation Improvement Refunding Bonds, Series 2008, dated June 20, 2008, that are designated for refunding by the Mayor pursuant to the terms hereof.

(s) “Refunded Indebtedness” means, collectively, the Refunded Bonds and the Refunded Loan Agreements.

(t) “Refunded Loan Agreements” means the portions of the Municipality’s Loan Agreement, dated May 31, 2011, by and among the Municipality, the Authority and the Bank and funded from the proceeds of the GO Authority Bond and the portions of the Municipality’s Loan Agreement, dated July 8, 2011, by and among the Municipality, the Authority and the Bank and funded from the proceeds of the WS Authority Bond, that are designated for refunding by the Mayor pursuant to the terms hereof.

(u) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(v) “Underwriter” means Piper Jaffray & Co., Nashville, Tennessee.

(w) “WS Authority Bond” means the Authority’s \$2,900,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon Water and Sewer System Loan).

Section 3. Findings of the Governing Body: Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit C.

(c) Attached hereto as Exhibit D is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to execute the Engagement Letter.

(d) The refunding of the Refunded Indebtedness authorized herein through the issuance of the Bonds will result in the reduction of the debt service payable by the Municipality over the term of the Refunded Indebtedness, thereby effecting a cost savings to the public.

(e) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit E.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Indebtedness and, in turn, prepay the Authority Bonds, and pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$5,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Refunding Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on May 1 and November 1 in each year, commencing November 1, 2016. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on May 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2017 through 2032, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on May 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the

maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. If less than all of the Term Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein,

either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the Commissioner of Finance and Revenue is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the

Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the Commissioner of Finance and Revenue.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF,

PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The

Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. Bonds allocable to the refunding of Refunded Indebtedness payable from water and sewer revenues of the Municipality shall be additionally payable from, but not secured by, net revenues derived from the operation of the Municipality's water and sewer system. Bonds allocable to the refunding of Refunded Indebtedness secured by gas revenues of the Municipality shall be additionally payable from, but not secured by, net revenues derived from the operation of the Municipality's gas distribution system.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILSON
CITY OF LEBANON
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

Interest Rate:

Maturity Date:

Date of Bond:

CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Lebanon, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on November 1, 2016,

and semi-annually thereafter on the first day of May and November in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption

of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on May 1, 2026 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the

operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the Municipality to (a) refund the Municipality's outstanding General Obligation Improvement Refunding Bonds, Series 2008, dated June 20, 2008, [maturing May 1, 2019 and thereafter]; all or a portion of that certain Loan Agreement, dated May 31, 2011, by and among the Municipality, The Public Building Authority of the City of Clarksville, Tennessee (the "Authority") and First Tennessee Bank National Association (the "Bank") and funded with proceeds from the Authority's \$1,000,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon General Government Loan); and all or a portion of that certain Loan Agreement, dated July 8, 2011, by and among the Municipality, the Authority and the Bank and funded with proceeds from the Authority's \$2,900,000 Local Government Loan Program Bond, Series 2011 (City of Lebanon Water and Sewer System Loan); and (b) pay costs of issuance of the Bonds, pursuant to 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on July 19, 2016 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged. Bonds allocable to the refunding of prior obligations payable from water and sewer revenues of the City shall be additionally payable from, but not secured by, net revenues derived from the operation of the Municipality's water and sewer system. Bonds allocable to the refunding of prior obligations secured by gas revenues of the City shall be additionally payable from, but not secured by, net revenues derived from the operation of the Municipality's gas distribution system.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its Commissioner of Finance and Revenue under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF LEBANON, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

Commissioner of Finance and Revenue

Transferable and payable at the principal corporate trust office of:

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Lebanon, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby

provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from the Municipality's water and sewer revenues, gas revenues and any other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds or any emission thereof shall be sold by negotiated sale to the Underwriter, at a price of not less than 98% of par, plus accrued interest, as shall be determined by the Mayor. The Mayor is authorized to execute a Bond Purchase Agreement with the Underwriter, detailing the terms of the sale. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit A, together with such changes and may be approved by the Mayor consistent with the terms hereof. The sale of the Bonds, or any emission thereof, to the Underwriter shall be binding on the Municipality and no further action of the Governing Body with respect thereto shall be required.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than November 1, 2016, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not occur after the end of calendar year 2032.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor and Commissioner of Finance and Revenue are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the Underwriter and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount sufficient, together with such other Municipality funds as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Refunded Bonds shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent. An amount sufficient, together with such other Municipality funds as may be identified by the Mayor, to refund the Refunded Loan Agreements shall be deposited with the Bank and used to prepay the Refunded Loan Agreements and, in turn, the Authority Bonds. Notwithstanding anything herein to the contrary, an amount sufficient to refund the Refunded Loan Agreements shall be deposited with the Refunding Escrow Agent if determined by the Mayor, in consultation with the Commissioner of Finance and Revenue, to be in the best interest of the Municipality.

(b) The remainder of the proceeds of the sale of the Bonds shall be used to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After the sale of the Bonds, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the Underwriter of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery by the Underwriter to each potential investor requesting a copy of the Official Statement and to each person to whom the Underwriter initially sells the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to each emission of Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Refunded Bonds, the Mayor is hereby authorized and directed to execute and the Commissioner of Finance and Revenue to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent the amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit B is hereby in all respects approved and the Mayor and the Commissioner of Finance and Revenue are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the Commissioner of Finance and Revenue, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Governing Body hereby authorizes and directs the Mayor to appoint a refunding escrow agent to serve as the Refunding Escrow Agent under the Refunding Escrow Agreement, and the Refunding Escrow Agent so appointed is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement. Notwithstanding anything herein to the contrary, an amount sufficient to refund the Refunded Loan Agreements shall also be deposited with the Refunding Escrow Agent to be held in escrow in the manner provided in the Refunding Escrow Agreement if determined by the Mayor, in consultation with the Commissioner of Finance and Revenue, to be in the best interest of the Municipality.

Section 12. Redemption and Prepayment of the Refunded Indebtedness. The Mayor and the Commissioner of Finance and Revenue, or either of them, are hereby authorized and directed to take all steps necessary to prepay or redeem the Refunded Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice relating to the Refunded Indebtedness or Authority Bonds as required or advisable by the resolutions authorizing the issuance of the Refunded Indebtedness.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the

Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 18. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 19th day of July, 2016.

Philip Craighead, Mayor

ATTEST:

Robert D. Springer, Commissioner of Finance and Revenue

Approved as to form:

P. Andrew Wright, Jr., City Attorney

STATE OF TENNESSEE)

COUNTY OF WILSON)

I, Robert D. Springer, certify that I am the duly qualified and acting Commissioner of Finance and Revenue of City of Lebanon, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on July 19, 2016; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality’s General Obligation Refunding Bonds.

WITNESS my official signature and seal of said Municipality on _____, 2016.

Commissioner of Finance and Revenue

(SEAL)

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT B

FORM OF REFUNDING ESCROW AGREEMENT

EXHIBIT C

ESTIMATED INTEREST EXPENSES AND COSTS OF ISSUANCE

EXHIBIT D

ENGAGEMENT LETTER

_____, 2016

City of Lebanon, Tennessee
Attention: Philip Craighead, Mayor

Re: Issuance of Not to Exceed \$5,000,000 in Aggregate Principal Amount of General Obligation Refunding Bonds, Series 2016.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Lebanon, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding debt of the Issuer and to pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at negotiated sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other

persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$17,000.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed \$17,000.00.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF LEBANON, TENNESSEE:

By: _____
Philip Craighead, Mayor

EXHIBIT E

STATE REPORT ON PLAN OF REFUNDING

18604460.1

RESOLUTION NUMBER 16-1961

RESOLUTION TO ADOPT THE 2015-16 HOME PROGRAM POLICIES AND PROCEDURES FOR THE CITY OF LEBANON, TENNESSEE

WHEREAS, the Board of Mayor and Council of the City of Lebanon approved a Resolution to accept the Tennessee Housing Development Agency Home Grant in the amount of \$500,000.00 on March 1, 2016; and

WHEREAS, the Home Program will make available financial and/or technical assistance for the rehabilitation of owner-occupied homes in the City of Lebanon; and

WHEREAS, it is the desire of the Board of Mayor and Council of the City of Lebanon to adopt the Home Program Policies and Procedures to insure applicant eligibility criteria in order to meet the qualifications for rehabilitation grant; and

WHEREAS, it is the desire of the Board of Mayor and Council of the City of Lebanon to amend the Policies and Procedures to add an additional 10 points for the elderly and disabled, and 5 points for female Head of Household.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Council of the City of Lebanon meeting in regular session on this 19th day of July, 2016 that the attached Home Program Policies and Procedures for The City of Lebanon, Tennessee are hereby adopted.

Adopted this _____ day of July, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

SAMPLE

HOME PROGRAM POLICIES AND PROCEDURES FOR

CITY OF LEBANON

1. PURPOSE

This program will make available financial and/or technical assistance for the rehabilitation of eligible, substandard, owner occupied housing units located in the community. Rehabilitation work will correct deficiencies in the eligible homes and make them safe, sound, and sanitary.

2. AUTHORITY

The legal authority of this program comes from the working agreement with Tennessee Housing Development Agency, Public Law 101-625 (National Affordable Housing Act of 1990), as well as State and local laws.

3. PROGRAM RESOURCES

The source of funds for the undertaking of these activities is a grant in the amount of \$ 500,000 which City of Lebanon has been awarded by Tennessee Housing Development Agency (THDA) through the U.S. Department of Housing and Urban Development Home Investment Partnership Act.

4. APPLICABLE LAWS

- A. The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws, and may be required to sign documents certifying their compliance.
1. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 and 24 CFR 92.358).
 2. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)(42 U.S.C. 4201-4655), 49 CFR Part 24, and 24 CFR 92.353)
 3. Debarment and Suspension provisions as required by 24 CFR Part 24 and 24 CFR 92.357.
 4. National Environment Policy Act of 1969 (NEPA), 24 CFR Parts 50 and 58, and 24 CFR 92.352.
 5. Equal Opportunity Provisions and Fair Housing, 24 CFR 92.350.
 6. Affirmative Marketing, 24 CFR 92.351.

7. Lead-based Paint Poisoning Prevention Act, 24 CFR 92.355.
8. Conflict of Interest Provisions, 24 CFR 85.36 or 24 CFR 84.42, as applicable, and 24 CFR 92.356.
9. Davis-Bacon Act and Contract Work Hours and Safety Standards Act, and 24 CFR 92.354.
10. Intergovernmental Review of Federal Programs, Executive Order 12372 and 24 CFR 92.359.
11. Drug-Free Workplace, 24 CFR part 24, subpart F.
12. Standard Equal Opportunity Construction Contract Specifications.
13. Certification of Non-segregated Facilities for Contracts Over \$10,000.
14. Title VI of Civil Rights Act of 1964 Provisions.
15. Section 109 of Housing and Community Development Act of 1974 Provisions.
16. Section 3 Compliance Provisions.
17. Age Discrimination Act of 1975 Provisions.
18. Section 504 Affirmative Action for Handicapped Provisions.
19. And any other Federal requirements as set forth in 24 CFR Part 92, HOME Investment Partnerships Program

<p>5. DRUG-FREE WORKPLACE</p>

- A. The City of Lebanon (HOME Grantee) will or will continue to provide a drug-free workplace by
1. Notifying employees in writing that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition.
 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Providing each employee engaged in the performance of the HOME contract a copy of the notification required in paragraph A(1) above;

- C. The written notification required in paragraph A (1) above will advise the employee that, as a condition of employment under the HOME grant, the employee will:
 - 1. Abide by the terms of the notification; and
 - 2. Notify the employers in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- D. Notifying the State in writing, within ten (10) calendar days after receiving notice under D(2) above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- E. Taking one of the following actions, within thirty (30) calendar days of receiving notice under D(2) above, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs A, B, C, D, E and F above.

<h2>6. CONFLICT OF INTEREST</h2>

- A. No person listed in paragraph B may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. **PERSONS COVERED** – Immediate family members of any local elected official or of any employee or board member of a non-profit agency are ineligible to receive benefits through the HOME program. “Immediate family member” means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

In addition, the conflict of interest provisions as apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of THDA, the local community or the non-profit agency (including CHDOs) receiving HOME funds, and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities.

- 12.4 **APPEARANCE OF A CONFLICT OF INTEREST** - Grantees must also make every effort to avoid the appearance of favoritism in the eligibility determination process. In those cases where the applicant is otherwise eligible, but there exists the appearance of a conflict of interest or the

appearance of favoritism, the Grantee must complete *HO-4A (Determination of a Conflict of Interest)* and submit written documentation to THDA that the following procedures have been observed:

1. The Grantee must publish an announcement in the local newspaper concerning the potential for a conflict of interest and request citizen comments.
2. The Grantee's attorney must render an opinion as to whether or not a conflict of interest exists and that no state or local laws will be violated should the applicant receive HOME assistance.
3. The Grantee's elected body must pass a resolution approving the applicant.

7 APPLICANT ELIGIBILITY

A. **APPLICANT ELIGIBILITY CRITERIA:** The following criteria must be satisfied by all applicants in order to become eligible for a rehabilitation grant:

1. The applicant must be low or very low income as defined by Section 8 income requirements, i.e., below 80% of area median income.
2. The applicant must have been the resident of the property to be rehabilitated for a period of not less than one year and must occupy the property as his or her principle residence.
3. The applicant's ownership must be in the form of:
 - a. fee simple title; or
 - b. a 99-year leasehold; or
 - c. a life estate. The person with the life estate must have the right to live in the housing for the remainder of his or her life and not pay rent, must be low income, and must occupy the housing as his or her principal residence; or
 - d. inherited property with multiple owners not all residing in the housing. The owner-occupant must be low income, must occupy the house as his or her principal residence, and must pay all the costs associated with ownership and maintenance of the housing.
4. The title must not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.
5. The applicant must voluntarily apply for assistance.

8 INCOME ELIGIBILITY

A. **ANNUAL INCOME (GROSS INCOME)** - The State's HOME program uses the income definitions of the Section 8 program to determine the annual income (gross income) used to classify a *household* for purposes of eligibility. Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date. In other words, it is the household's *future or expected* ability to pay rather than its past earnings that is used to determine program eligibility. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period; and
3. Which are not specifically excluded in paragraph 6.8 (Income Exclusions) below.
4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
5. **MONTHLY GROSS INCOME** - Monthly gross income is Annual Gross Income divided by 12 months.

B. ASSETS - In general terms, an asset is a cash or non-cash item that can be converted to cash. There is no asset limitation for participation in the HOME program. Income from assets is, however, recognized as part of Annual Gross Income. Assets have both a market value and a cash value.

1. **MARKET VALUE** - The market value of an asset is simply its dollar value on the open market. For example, a stock's market value is the price quoted on a stock exchange on a particular day, and a property's market value is the amount it would sell for on the open market. This may be determined by comparing the property with similar, recently sold properties.
2. **CASH VALUE** - The cash value of an asset is the market value less reasonable expenses required to convert the asset to cash, including:
 - a. Penalties or fees for converting financial holdings. Any penalties, fees, or transaction charges levied when an asset is converted to cash are deducted from the market value to determine its cash value (e.g., penalties charged for premature withdrawal of a certificate of deposit, the transaction fee for converting mutual funds, or broker fees for converting stocks to cash); and/or
 - b. Costs for selling real property. Settlement costs, real estate transaction fees, payment of mortgages/liens against the property, and any legal fees associated with the sale of real property are deducted from the market value to determine equity in the real estate.
 - c. Under Section 8 rules, only the cash value (rather than market value) of an item is counted as an asset.

C. INCOME FROM ASSETS - The income counted is the actual income generated by the asset (e.g., interest on a savings or checking account.) The income is counted even if the household elects not to receive it. For example, although a household may elect to reinvest the interest or dividends from an asset, the interest or dividends is still counted as income.

1. The income from assets included in Annual Gross Income is the income that is anticipated to be received during the coming 12 months.
 - a. To obtain the anticipated interest on a savings account, the current account balance can be multiplied by the current interest rate applicable to the account; or

- b. If the value of the account is not anticipated to change in the near future and interest rates have been stable, a copy of the IRS 1099 form showing past interest earned can be used.
 - c. Checking account balances (as well as savings account balances) are considered an asset. This is a recognition that some households keep assets in their checking accounts, and is not intended to count monthly income as an asset. Grantees should use the average monthly balance over a 6-month period as the cash value of the checking account.
2. When an Asset Produces Little or No Income:
- a. If the family's assets are \$5,000 or less, actual income from assets (e.g., interest on a checking account) is not counted as annual income. For example, if a family has \$600 in a non-interest bearing checking account, no actual income would be counted because the family has no actual income from assets and the total amount of all assets is less than \$5,000.
 - b. If the family's assets are greater than \$5,000, income from assets is computed as the greater of:
 - i. actual income from assets, or
 - ii. calculate income from assets based on a passbook rate applied to the cash value of all assets. For example, if a family has \$3,000 in a non-interest bearing checking account and \$5,500 in an interest-bearing savings account, the two amounts are added together. Use the standard passbook rate to determine the annual income from assets for this family.
3. Applicants who dispose of assets for less than fair market value (i.e., value on the open market in an "arm's length" transaction) have, in essence, voluntarily reduced their ability to afford housing. Section 8 rules require, therefore, that any asset disposed of for less than fair market value during the 2 years preceding the income determination be counted as if the household still owned the asset.
- a. The value to be included as an asset is the difference between the cash value of the asset and the amount that was actually received (if any) in the disposition of the asset (less any fees associated with disposal of property, such as a brokerage fee).
 - b. Each applicant must certify whether an asset has been disposed of for less than fair market value. Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce or separation is not included in this calculation.
 - c. These procedures are followed to eliminate the need for an assets limitation and to penalize people who give away assets for the purpose of receiving assistance or paying a lower rent.

D. ASSETS INCLUDE:

- 1. Amounts in savings accounts and six month average balance for checking accounts.
- 2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
- 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and

reasonable costs (such as broker fees) that would be incurred in selling the asset. *DO NOT INCLUDE EQUITY OF PRINCIPAL RESIDENCE AS AN ASSET FOR HOMEOWNER REHABILITATION PROGRAMS.*

4. The cash value of trusts that are available to the household.
5. IRA, Keogh, and similar retirement savings accounts, even though withdrawal would result in penalty.
6. Contributions to company retirement/pension funds that can be withdrawn without retiring or terminating employment.
7. Assets which, although owned by more than one person, allow unrestricted access by the applicant.
8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims.
9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
10. Cash value of life insurance policies.
11. Assets disposed of for less than fair market value during two years preceding certification or recertification.

E. ASSETS DO NOT INCLUDE:

1. Necessary personal property, except as noted under paragraph 6.5(9) (Assets Include) above
2. Interest in Indian Trust lands
3. Assets that are part of an active business or farming operation.

NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the applicant/tenant's main occupation.

4. Assets not accessible to the family and which provide no income to the family.
5. Vehicles especially equipped for the handicapped.
6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives.

F. INCOME INCLUSIONS - The following are used to determine the annual income (gross income) of an applicant's household for purposes of eligibility:

1. The full amount, before any payroll deductions, of wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income for operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a

business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from net family assets or a percentage of the value of such Assets based on the current passbook saving rate, as determined by HUD.
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except Supplemental Security Income (SSI) or Social Security).
5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay (but see paragraph (3) under Income Exclusions).
6. Welfare Assistance. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
8. All regular pay, special pay and allowances of a member of the Armed Forces. (See paragraph (8) under Income Exclusions).

G. INCOME EXCLUSIONS - The following are excluded from a household's income for purposes of determining eligibility:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family), who are unable to live alone;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except for payments in lieu of earnings – see paragraph (5) of Income Inclusions).

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. Certain increases in income of a disabled member of the family residing in HOME assisted housing or receiving HOME tenant-based rental assistance (see 6.12 (7) under Determining Whose Income to Count).
7. The full amount of student financial assistance paid directly to the student or to the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9.
 - a. Amounts received under training programs funded by HUD;
 - b. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care etc.) which are made solely to allow participation in a specific program;
 - d. Amount received under a resident's service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner or manager on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of the governing board. No resident may receive more than one such stipend during the same period of time.
 - e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded must be received under employment training programs with clearly defined goals and objectives, are excluded only for the period during which the family member participates in the employment training program.
10. Temporary, nonrecurring or sporadic income (including gifts);
11. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
13. Adoption assistance payments in excess of \$480 per adopted child;
14. For public housing only, the earnings and benefits to any family member resulting from participation in a program providing employment training and supportive services in

accordance with the Family Support Act of 1988, Section 22 of the 1937 Act, or any comparable federal, state or local law during the exclusion period.

15. Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
16. Amounts received by the family in the form of refunds or rebates under state or local law from property taxes paid on the dwelling unit.
17. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
18. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions apply.
 - a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA; Retired Senior Volunteer Program, Foster Grandparents Program, youthful offenders incarceration alternatives, senior companions);
 - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
 - d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 259e);
 - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117)
 - i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
 - j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).
 - k. Any earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;

- l. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other funds established pursuant to the settlement in the In Re Agent Orange product liability litigation MDL No. 381 (E.D.N.Y.)
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- n. Payments received under the Maine Indian Claims Settlement Act of 1980.

H. TIMING OF INCOME CERTIFICATIONS - All households that receive HOME assistance must be income eligible. Income must be verified before rehabilitation assistance begins.

- 1. Application processing is labor intensive. Early screening for income eligibility can eliminate excessive work in processing an ineligible applicant.
- 2. Establishing a deadline for formal eligibility determinations is a challenging part of the planning process. Generally, the HOME Program permits verification dated no earlier than 6 months prior to providing assistance
- 3. The Grantee must calculate the annual income of the household by projecting the prevailing rate of income of the family at the time the Grantee determines that the family is income eligible. The Grantee is not required to re-examine the family's income at the time the HOME assistance is committed to the household, unless more than six months has elapsed since the Grantee determined that the family qualified as income eligible. . If more than six months elapses before assistance is provided, eligibility must be re-determined.
 - a. For homeowner rehabilitation projects, the date assistance is provided is the date of the rehabilitation contract.
 - b. For homeownership programs, the income eligibility of the families is timed as follows:
 - i. In the case of a contract to purchase existing housing, it is the date of the purchase;
 - ii. In the case of a lease-purchase agreement for existing housing or for housing to be constructed, it is the date the lease-purchase agreement is signed; and
 - iii. In the case of a contract to purchase housing to be constructed, it is the date the contract is signed.

I. INCOME VERIFICATION - Grantees must verify and retain documentation of two (2) months of income information for each person in the household to determine the household's income. Under the Section 8 Program, there are three forms of verification which are acceptable: third-party, review of documents, and applicant certification.

- 1. THIRD-PARTY VERIFICATION - Under this form of verification, a third party (e.g., employer, Social Security Administration, or public assistance agency) is contacted to provide information. Although written requests and responses are generally preferred, conversations with a third party are acceptable if documented through a memorandum to the file that notes the contact person and date of the call.

- a. To conduct third-party verifications, a Grantee must obtain a written release from the household that authorizes the third party to release required information.
 - b. Third-party verifications are helpful because they provide independent verification of information and permit Grantees to determine if any changes to current circumstances are anticipated. Some third-party providers may, however, be unwilling or unable to provide the needed information in a timely manner.
2. REVIEW OF DOCUMENTS - Documents provided by the applicant (such as pay stubs, IRS returns, etc.) may be most appropriate for certain types of income and can be used as an alternative to third-party verifications. Copies of documents should be retained in project files.

Grantees should be aware that although easier to obtain than third-party verifications, a review of documents often does not provide needed information. For instance, a pay stub may not provide sufficient information about average number of hours worked, overtime, tips and bonuses.

3. APPLICANT CERTIFICATION - When no other form of verification is possible, a certification by the applicant may be used. For example, it may be necessary to use an applicant certification for an applicant whose income comes from "odd jobs" paid for in cash.

Applicant certification is the least reliable form of verification and may be subject to abuse. In some cases, the applicant certification can be supplemented by looking at the applicant's past history. The Grantee can review the previous year's income tax return to determine if the current year's income is consistent with activity for the previous year.

J. CALCULATION METHODOLOGIES - Grantees must establish methodologies that treat all households consistently and avoid confusion.

1. It is important to understand the basis on which applicants are paid (hourly, weekly or monthly, and with or without overtime). An applicant who is paid "twice a month" may actually be paid either twice a month (24 times a year) or every two weeks (26 times a year).
2. It is important to clarify whether overtime is sporadic or a predictable component of an applicant's income.
3. Annual salaries are counted as Annual Income regardless of the payment method. For instance a teacher receives an annual salary whether paid on a 9- or 12-month period.

K. DETERMINING WHOSE INCOME TO COUNT - Knowing whose income to count is as important as knowing which income to count. Under the Section 8 definition of income, the following income *is not counted*:

1. INCOME OF LIVE-IN AIDES - If a household includes a paid live-in aide (whether paid by the family or a social service program), the income of the live-in aide, regardless of its source, is not counted. (Except under unusual circumstances, a related person can never be considered a live-in aide);
2. INCOME ATTRIBUTABLE TO THE CARE OF FOSTER CHILDREN - Foster children are not counted as family members when determining family size to compare with the

Income Limits. Thus, the income a household receives for the care of foster children is not included; and

3. EARNED INCOME OF MINORS - Earned income of minors (age 18 and under) is not counted. However, unearned income attributable to a minor (e.g., child support, AFDC payments, and other benefits paid on behalf of a minor) is counted.
4. TEMPORARILY ABSENT FAMILY MEMBERS - The income of temporarily absent family members is counted in Annual Income - regardless of the amount the absent family member contributes to the household. For example, a construction worker earns \$600/week at a temporary job on the other side of the state. He keeps \$200/week for expenses and sends \$400/week home to his family. The entire \$600/week is counted in the family's income;
5. ADULT STUDENTS LIVING AWAY FROM HOME - If the adult student is counted as a member of the household in determining the Income Limit used for eligibility of the family, the student's income must be counted in the family's income. Note, however, that the \$480 limit does not apply to a student who is head of household or spouse (their full income must be counted); and
6. PERMANENTLY ABSENT FAMILY MEMBER - If a family member is permanently absent from the household (e.g., a spouse who is in a nursing home), the head of household has the choice of either counting that person as a member of the household, and including income attributable to that person as household income, or specifying that the person is no longer a member of the household.
7. PERSONS WITH DISABILITIES - During the annual recertification of a family's income, increases in the income of a disabled member of qualified families residing in HOME assisted housing or receiving HOME tenant- based rental assistance is excluded. 24 CFR 5.61(a) outlines the eligible increases in income. These exclusions from annual income are of limited duration. The full amount of increase to an eligible family's annual income is excluded for the cumulative 12-month period beginning on the date the disabled family member is first employed or the family first experiences an increase in annual income attributable to the employment. During the second cumulative 12-month period, 50 percent of the increase in income is excluded. The disallowance of increased income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period.

9 ELIGIBILITY REQUIREMENTS OF PROPERTY TO BE REHABILITATED

- A. DEFINITIONS** - The following are definitions of the various terms used with respect to eligibility requirements of the property to be rehabilitated.
1. DWELLING UNIT - A single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
 2. SINGLE FAMILY - A housing unit consisting of living, sleeping, bathing, and food preparation designed for single-family use, although more than one family may be residing therein, if every occupant has access to all areas within the building envelope.

If 40% to 59% less	Add 50 points
If less than 39%	Add 20 points

2. NUMBER IN HOUSEHOLD

1 Person Household	5 Points
2 Person Household	10 Points
3 Person Household	20 Points
4 Person Household	25 Points
5 Person Household	30 Points
6 Person Household	35 Points
7 Person Household	40 Points
8 Person Household	45 Points

3. NUMBER OF ELDERLY 20 Points per person

For each household member at least 62 years old at the time of application

4. NUMBER OF HANDICAPPED/DISABLED 20 Points per person

Household member receiving disability benefits from Social Security, a pension program, life insurance program, or a total or partial physical impairment which renders the person unable to work. Where there exists reasonable question, a doctor's certification will be used.

5. HEAD OF HOUSEHOLD 10 Points

This is a single head of household (male or female) with children under 18, or a dependent with severe developmental disabilities or severe dementia. This does not apply to a widow/widower living alone.

6. NUMBER OF PERSONS 18 OR YOUNGER 10 Points per person

7. CONDITION OF THE DWELLING STRUCTURE

Standard Dwelling	No Points
Substandard Dwelling	15 to 29 Points
Dilapidated Structure	30 to 50 Points
Structures beyond repair	No Points

11. TERMS, CONDITIONS AND CONSIDERATIONS FOR GRANTS
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A. DETERMINATION OF THE AMOUNT OF THE GRANT - The amount of a rehabilitation grant that an applicant may receive will not exceed:

1. The actual and approved cost of the repairs and improvements necessary to make the dwelling conform to the housing standards adopted by the Grantee and THDA.
2. The amount and structure of the grant must be consistent with the application submitted to THDA.
3. When the applicant is furnishing supplementary funds from other sources, evidence that actual funds are available will consist of verification and documentation by the Grantee that the applicant has deposited the required amount in the appropriate escrow account. Such deposit must be made before the grant application and any construction work can begin.

B. STRUCTURE OF FINANCIAL ASSISTANCE - HOME funds are used to make forgivable grants to property owners to cover the full cost of the needed rehabilitation work.

1. To prevent homeowners from simply selling the property and profiting from the HOME funded improvements, the owners must repay the program if they sell the property within the compliance period. Part of the owner's obligation is forgiven each year they live in the rehabilitated unit.
2. Repayment of the rehabilitation grant over a five year affordability period shall be based on a twenty percent (20%) reduction of the amount to be repaid per year, according to the following schedule:

0 - 12 months	100% Repayment
After one year	80% Repayment
After two years	60% Repayment
After three years	40% Repayment
After four years	20% Repayment
After five years	0% Repayment

3. The property owner must sign a Grant Note and a Deed of Trust. The Deed of Trust secures the Grant Note by placing a lien against the property and is activated if the owner attempts to sell within the compliance period.
 - a. If ownership of the property is in the form of a life estate, the owners of the property as well as the person with the life estate must sign the Grant Note and the Deed of Trust.
 - b. If the property has been inherited by multiple owners not of whom reside in the property, all of the owners must sign the Grant Note and Deed of Trust.
 - c. Grantees and administrators should consult their agency or community general counsel if there are questions.
4. In cases of death, THDA does not require repayment as long as the ownership of the property passes to the heirs. The heirs may occupy the unit, rent it or let it sit empty, without triggering the repayment clause. However, if the heirs sell the property, or if the property is sold with monetary gain by any actions of a court to settle outstanding claims or settle the estate, the grant must be repaid to THDA, less any forgivable portion.

C. OTHER GRANT CONDITIONS - Specific terms and conditions are incorporated in the grant application and the contract documents. The applicant agrees to:

1. Allow inspection by the Grantee and/or THDA of the property whenever the Grantee and/or THDA determines that such inspection is necessary.
2. Furnish complete, truthful and proper information as needed to determine eligibility for receipt of grant money.
3. Permit the contractor to use, at no cost, reasonable existing utilities such as gas, water and electricity which are necessary to the performance and completion of the work.
4. Cooperate fully with the Grantee and the contractor to insure that the rehabilitation work will be carried out in a timely manner. Provide a safe, secure, and non-hostile environment.

12. ELIGIBLE REHABILITATION ACTIVITIES

- A. INTRODUCTION** - A rehabilitation grant may be made only to cover the cost of rehabilitation necessary to make a dwelling unit conform to the UPCS and applicable code adopted by the jurisdiction in which the property is located and consistent with the application submitted to THDA.
- B. HOUSING REHABILITATION COSTS AND LEAD-BASED PAINT** - The maximum HOME subsidy per unit is established by HUD and cannot be exceeded.
1. If a unit to be rehabilitated was built after 1978, the rehabilitation costs are capped by the HOME subsidy limits.
 2. All units built prior to 1978 require a risk assessment by a qualified lead inspector. If the risk assessment of a pre-1978 unit discloses no lead, then the cap for rehabilitation costs is \$40,000.
 3. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs are less than \$25,000, the standard treatments will apply and the maximum HOME subsidy for rehabilitation is limited to \$25,000.
 4. If the risk assessment for a pre-1978 unit reveals the presence of lead-based paint and the estimated rehabilitation costs exceed \$25,000, then abatement using a qualified abatement contractor will be required to provide assistance up to \$40,000 for rehabilitation hard costs. Lead-based paint costs would be paid as project soft costs up to the HOME subsidy limits. The Grantee must have pre-approval by THDA staff before proceeding with abatement.
- C. ELIGIBLE COSTS**
1. **EXISTING CODE VIOLATIONS** - Costs which can be included in rehabilitation grants are the costs of correcting existing housing code violations which have been determined by a qualified project inspector and formalized in an individualized housing report.
 2. **INCIPIENT CODE VIOLATIONS** - An incipient violation exists if at the time of inspection an element in the structure which, due to age, deterioration, wear, or normal usage will deteriorate within the life of the grant period and thus become a code violation. Costs to correct these potential violations are eligible costs.
 3. **PERMITS AND FEES** - Rehabilitation funds may be used to cover the cost of building permits and related fees required to carry out the proposed rehabilitation work. However, since the rehabilitation contract documents will require the contractor to pay them, these

costs ordinarily would be included in the contract amount. Recording and filing fees are eligible costs.

4. **EQUIPMENT** - Rehabilitation funds may provide for the repair or purchase and installation of certain basic equipment necessary for the maintenance of the household in a safe, decent, sanitary condition, and in good repair. These include such items as a furnace, water heater, electrical and sanitary fixtures, kitchen range, refrigerator, cabinets and sinks. Purchase and installation is acceptable if there is no such equipment in the dwelling or if the existing equipment is unsafe, unsanitary or non-functional. There is a \$1,000 maximum expenditure (including taxes and delivery) for a kitchen range, and a \$1,000 maximum expenditure (including taxes and delivery) for a refrigerator. These appliances must be Energy-Star rated where available.
5. **HANDICAPPED** - Special alterations or costs related to making the dwelling more convenient or accessible for physically challenged persons are eligible costs. All work performed in these units must comply with all applicable codes as well as all Federal and State regulations.
6. **LEAD-BASED PAINT** - All costs associated with the reduction of lead-based paint hazards must comply with 24 CFR 92.355.
7. **DEMOLITION OF EXISTING STRUCTURES AND UTILITY CONNECTIONS**
All costs related to the demolition of existing structures and to provide utility connections are to comply with 24 CFR 92.206(a)(3). Demolition is only eligible if it is a part of a HOME project such as reconstruction or removal of an unsafe addition or out building.
- 8.
9. **EXTERIOR PAINTING** - Exterior painting is an eligible cost when it is necessary to maintain a weatherproof exterior on the dwelling.
10. **GUTTERS** – Gutters are an eligible cost when rehabilitating the exterior of a unit or when reconstructing a unit.
11. **OTHER COSTS** - Rehabilitation costs not specifically required by the housing rehabilitation standards found necessary to be decent, safe, sanitary, and in good repair-for the general welfare of the occupants of the structure may be considered for eligibility, with prior consent of the Grantee's governing body and THDA, as well as any other cost as outlined in 24 CFR 92.206.

C. INELIGIBLE COSTS

1. Renovation of dilapidated out buildings.
2. Appliances not required by code standards.
3. Materials, fixtures, equipment, or landscaping of type or quality that exceeds that customarily used in the locality for properties of the same general type as the property to be rehabilitated.
4. All items outlined in 24 CFR 92.214.

D.

13. HOUSING REHABILITATION SPECIFICATIONS

- A. INTRODUCTION** - This section sets forth the responsibilities of the Grantee for determining the rehabilitation work necessary to bring a dwelling into conformance with the UPCS and applicable code adopted by the State, county or city and with the objective of the program as proposed in the application submitted to THDA. The Grantee will:
1. Inspect the property and prepare an inspection list noting UPCS and code deficiencies.
 2. Conduct lead-based paint testing/risk assessment to identify lead-based paint hazards.
 3. Consult with and advise the owner of the work to be done and the availability of a rehabilitation grant.
 4. Prepare a work write-up and cost estimate as a basis for rehabilitation grant and for the bid process in contracting for rehabilitation work and lead-paint hazard reduction activities.
- B. PROPERTY INSPECTION AND SPECIFICATIONS CHECKLIST** - The Grantee will have the property inspected and have a report prepared that identifies each deficiency with respect to the UPCS and applicable code adopted by the Community and the lead-based paint hazard reduction activities required by the testing/risk assessment. The homeowner will also list other deficiencies and request for repairs which may be eligible for correction through the rehabilitation grant. This Initial Inspection will provide a proper basis for the preparation of the work write-up, cost estimate and contract specifications.
- C. WORK WRITE-UP AND COST ESTIMATE** - The work write-up and cost estimate is a statement based on the initial inspection and lead-based paint testing/risk assessment. It itemizes separately all the rehabilitation work and the lead hazard reduction activities to be done on the dwelling and includes an estimate of the cost of each item. The cost estimate will be reasonable, reflect prevailing labor and material costs, and reflect a reasonable profit & overhead costs for the contractor. The work write-up and estimate must be reviewed and approved by THDA before presenting it to the homeowner/ applicant.
1. DUAL-USE OF WORK WRITE-UP - The write-up will be detailed and specific in style. Each item will be identified as correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or as an eligible cost under the grant. This same write-up without the cost estimate will serve as part of the scope of work and specifications for the construction contract documents.
 2. ITEMIZING COSTS - Each item, definable feature of work and its estimated cost will be identified in the work write-up as either correcting a UPCS and code violation, meeting a code requirement, reducing lead-based paint hazards, or eligible under the grant. This will be done on the work write-up by entering the cost estimates in a columnar arrangement.
 3. OWNER PREFERENCE - A work write-up need not contain details that have no significant effect on cost. The term "to be selected by owner" may be used appropriately.
- D. CONSULTATION WITH HOMEOWNER/APPLICANT** - The Grantee will consult with the prospective applicant on the work write-up and cost estimate. The Grantee will advise the applicant that only work that is directed toward correcting a UPCS and code violation, meeting a code requirement, or that is an eligible activity can be funded by the grant. The homeowner must understand that "cosmetic improvements" are not eligible for funding. The final work write-up (without costs) will be used by contractors for determining their bids and incorporated into the

rehabilitation contract documents which the homeowner and contractor will sign. The homeowner should initial each page and sign the last page of the write-up.

E. CLEARLY WRITTEN SPECIFICATIONS - The work write-up will be written so that it provides a clear detailed understanding of the nature and scope of the work to be done and a basis for carefully determined bids and proposals from contractors. The homeowner shall have a clear understanding of the nature and scope of the work to be done and any limitations that may exist.

1. Each specification will show the nature and location of the work and the quantity and type of material required. The specifications are to comply with THDA's Minimum Design Standards for New Construction & Rehabilitation of Single Family & Multifamily Housing Units.
2. The specifications will refer to manufacturer's brand names or association standards to identify quality of material and equipment, and may make provision for acceptable substitutes of equal or greater value or quality and brand name requirements may be included in the "General Conditions and Specifications" and indicated by reference in the work write-up.

14. CONTRACTING FOR REHABILITATION WORK

A. INTRODUCTION - This section sets forth requirements and procedures with respect to the construction contracts for housing rehabilitation financed through a rehabilitation grant. Rehabilitation work will be undertaken only through a written contract between the contractor and the property owner receiving the grant.

1. FORM OF CONTRACT - The construction contract will consist of a single document signed by the contractor and the property owner, following approval of the grant application. It will contain a bid, the Grantee's General Conditions and Specifications by reference, the work write-up which specifies the work to be done, and the existing UPCS and code violations.
2. USE OF ALTERNATES - The document prepared by the Grantee may contain alternates by which each bidder may increase or decrease the lump sum contract price, if the alternates are later accepted as part of the work to be performed.
3. PROCUREMENT OF BIDS - The Grantee will advertise openly and publicly for bids and encourage minority and female owned firms to bid on its projects.

B. GENERAL CONDITIONS - The bid package will contain the following:

1. The address, time and date by which the bid should be submitted by the contractor.
2. A provision that the bid be accepted by the homeowner within a specified length of time.
3. A provision that the contractor start work within a specified length of time.
4. A statement concerning the acceptability of progress payments.
5. A provision that final payment on the contract amount will be made only after final inspection, acceptance of all work by the Grantee and the homeowner, and after the Grantee

receives the contractor's final invoice release of liens and warranty, and claims for liens by subcontractors, laborers and material suppliers for completed work or supplied materials.

6. Provisions that the contractor will be required to:
 - a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.
 - b. Perform all work in conformance with UPCS, applicable local codes, as well as lead-based paint regulations and requirements, whether or not covered by specification and drawings for the work.
 - c. Keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically stated otherwise within the work write-up.
 - d. Not assign the contract without written consent of the Grantee and homeowner.
 - e. Guarantee the work performed for a period of one year from the date of final acceptance of all work required by the contract. Furthermore, furnish the homeowner, in care of the Grantee, with all operations and maintenance manuals, manufacturers and suppliers written guarantees and warranties covering materials and equipment furnished under the contract.
 - f. Include a statement as to whether the premises are to be either occupied or vacant during the course of construction work.
 - g. A provision that the contractor may reasonably use existing utilities without payment during the course of the work.

C. INSURANCE

1. The contractor shall carry or require that there be carried Workman's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site in accordance with Tennessee State Workman's Compensation Laws.
2. The contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance. This insurance will be in an amount not less than \$100,000 for injuries including accidental death to any one person for one accident, and to protect the contractor and subcontractors against claims for injury or death of one or more persons because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, including but not limited to, excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the rehabilitation embraced in their contract.
3. The contractor shall carry during the life of the contract Property Damage Insurance in an amount of not less than \$100,000 to protect him and his subcontractors from claims for property damage which might arise from operations under their contract.
4. Before commencing work, the contractor shall submit evidence of coverage required to the Grantee. A certificate of insurance shall be presented as the evidence.

NOTE – The Grantee is advised to consult with its attorney to insure that the extent, limit and amount of contractor’s insurance is consistent with the scope of the project and current State law.

D. WORK WRITE-UPS, SPECIFICATIONS AND DRAWINGS – The specifications, based on the code inspection, and work write-up and illustrative sketches, if any, covering the specific rehabilitation work for each property to be rehabilitated will be prepared by the Grantee. The specifications will:

1. Clearly identify the code violation and lead-based paint hazard;
2. Specify work to correct those violations or hazards;
3. Note any unusual features or limitations;
4. Include the Grantee’s estimated cost for rehabilitation; and
5. Will be initialed on each page by the homeowner and signed on the signature page by the homeowner.

E. INELIGIBLE CONTRACTORS - The Grantee may determine a contractor ineligible to bid on projects when:

1. The contractor is listed on the Federal Debarred list; The grantee must check the contractor and all subcontractors’ names against the Federal Excluded Parties List System (available at <https://www.sam.gov/portal/public/SAM/>). The grantee will print out the system search results and place in file to document that the contractors and subcontractors are not on this list.
2. There is documented proof that the contractor has not paid material suppliers;
3. There is documented proof that the contractor has not completed projects within the allotted time frame;
4. There exist substantial complaints by homeowners about quality of work and performance.
5. There is documented proof that the contractor has not performed warranty work on previous contracts.
6. Conflict of interest exist between the contractor candidate and project participants, location, or any financial ties

F. INVITATION TO CONTRACTORS FOR BID AND PROPOSAL

1. The Grantee will announce the program and advertise for contractors in local and/or regional newspapers at the beginning of the program and at least once each year thereafter.
2. The Grantee will accept applications from contractors throughout the life of the program.
3. The Grantee will develop and maintain a list of contractors, including minority and female headed firms within the region.
4. The Grantee will notify in writing and in a timely fashion all contractors on the Contractors List when bid packages are available.

5. The Grantee will document when and to whom invitations to bid are sent out and packages picked up.

G. SELECTION OF A SUCCESSFUL BIDDER - The opening of the sealed bids must meet these conditions.

1. The opening must be public.
2. The best value responsive and responsible bid will prevail. Bids that fall 15% under or 15% over the Grantee's cost estimate may be rejected as not responsible bides.
3. There must be **at least three (3) competitive bids** by eligible contractors.
4. Minutes of the award and bid tabulations should be appropriately filed.
5. Questions concerning contractor eligibility shall be decided prior to opening the bids.
6. The Grantee will verify with THDA that contractors are not debarred.
7. The Grantee may limit the number of bids awarded to any one contractor at any one bid letting to three (3).
8. If all bids exceed the amount of the construction budget, the Grantee may not negotiate solely with the low bidder. The project can be re-bid or changed in scope. If the project is changed, then each bidder must be given the opportunity to bid again. Bidders must be informed that they have the right to change their original unit prices as long as they conform to the revised bid specifications. Grantees must maintain documentation to demonstrate that this process was followed.
9. If there are not at least three (3) competitive bids from eligible contractors, the project must be re-bid. If there are still not three bids after the project has been re-bid, the Grantee will contact THDA before awarding the contract.

H. AWARD OF THE CONSTRUCTION CONTRACT - The contract will become effective upon the signatures of the homeowner and contractor and with the Grantee's endorsement. The Grantee will distribute the executed contract documents as follows: original to Grantee, copy to homeowner, copy to contractor.

15. INSPECTION, CLOSE-OUT AND PAYMENT FOR REHABILITATION WORK
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A. RESPONSIBILITY FOR MAKING INSPECTIONS - Inspection of construction will be performed by the Grantee or its designate as follows:

1. Compliance inspections will be made as often as necessary to assure that the work is being completed in accordance with the community's building, electrical, mechanical and plumbing codes, zoning regulations, and any other related State or local laws and ordinances.
2. Inspections will be made as often as necessary to assure that the work being performed is in accordance with the terms of the construction contract.
3. Written notices of inspections (HO-17) shall be filed appropriately.

4. THDA's QAI will perform a minimum of 3 inspections throughout the project. An initial inspection, a progress inspection, and a final inspection will be conducted in accordance with THDA's Policy and Procedures and HUD 24CFR 92.251 of the 2013 HOME Final rule.

B. PROGRESS PAYMENTS - If progress payments are allowed by the Grantee, no more than one progress payment can be made and the payment will be 50% of the funds at the completion of 60% of the work.

C. FINAL PAYMENTS

1. FINAL INSPECTION - Upon completion of the rehabilitation work, a final inspection is held by the Grantee. Any uncompleted work or work that is unsatisfactory is noted on a final "punch list" and sent to the contractor in writing (HO-17 and HO-18). When these items are completed, clearance testing for lead-based paint hazards is conducted on the unit. When the unit passes clearance testing, the contract is complete.
2. CERTIFICATION - After the Grantee determines that the rehabilitation work has been fully and satisfactorily completed and the unit has passed clearance testing, the Certification of Completion and Final Inspection (FM-7) is prepared. The homeowner signs the Certification indicating that he accepts the rehabilitation work as meeting the terms and conditions of the contract. The contractor signs the Certification indicating that the work has been completed in accordance with the contract and that there are no unpaid claims for labor, materials supplies or equipment. The inspector signs the Certification indicating that work has been completed in accordance with the contract and authorizing final payment.
3. NOTICE OF COMPLETION - The contractor shall file a Notice of Completion with the Register of Deeds in the county where the work is performed and return a certified copy to the Grantee.
4. MAKING FINAL PAYMENT - When the final inspection determines that the work is completed in accordance with the contract and the homeowner has accepted the work, the Grantee will obtain from the contractor a release of liens, including all subcontractors and suppliers, and a copy of each warranty due the owner for the work. The Grantee will request final payment from THDA at that time.
5. If the homeowner refuses to sign the final acceptance, the Grantee may authorize full payment for those items which are undisputed and acceptable to all parties.

16. GRIEVANCE PROCEDURE

- A.** The Grievance Procedure shall be made a part of the contract between the homeowner and the contractor. Disputes between the homeowner, Grantee and contractor may arise from time to time during the life of the rehabilitation project. In those instances where a mutually satisfactory agreement cannot be reached between the parties, the grievance procedure will be followed.
1. The grievance by the homeowner or contractor is to be filed with the program administrator in writing.
 2. The program administrator will meet with the homeowner/contractor and attempt to negotiate a solution.

3. Contact the THDA Community Programs Division at (615) 815-2030 should the program administrator fail to negotiate a solution.

B. GRIEVANCE PROCEDURE - If this fails, the program administrator will follow the grievance procedure as outlined below:

1. All claims or disputes between the owner and contractor arising out of or related to the work shall be decided by arbitration in accordance with the current construction industry arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise.
2. The owner and contractor shall submit all disputes or claims, regardless of the extent of the works progress, to _____ unless the parties mutually agree otherwise.
3. Notice of the demand for arbitration shall be filed in writing with the other party to this rehabilitation agreement and shall be made within a reasonable time after the dispute has arisen.
4. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
5. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the contractor, the arbitrator may award costs and attorney fees in favor of the contractor. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the owners, the arbitrator may award costs and attorney fees in favor of the owner.

C. THE WRITTEN CONTRACT - The contract and the rehabilitation specifications, along with the initial inspection report provide the basic documentation by which the relative merits of any dispute will be judged.

D. CONFLICT OF INTEREST OF PUBLIC OFFICIALS - No elected or appointed Federal, State or local official, member of the local governing body, or any other public official or employee who exercises any functions or responsibilities in conjunction with the administration of the housing rehabilitation shall have any interest, direct or indirect, in the proceeds or benefits of the rehabilitation grant program. In those cases where the interest may not be direct or indirect, and the conflict of interest is only "apparent", the Grantee must contact THDA for clarification before proceeding. THDA will not routinely consider requesting an exception to the conflict of interest provisions from HUD.

E. KICKBACKS AND DISCOUNTS - No member of the governing body of the Grantee or any Grantee employee shall receive kickbacks or discounts from either contractors or property owners in return for special favors in regard to housing rehabilitation.

ORDINANCE NO. 16-5277

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO ACCEPT BY QUITCLAIM DEED A CONVEYANCE OF LOT 20 OF THE EASTGATE BUSINESS PARK, AND OTHER CONTIGUOUS TRACTS, FROM EASTGATE COMMERCIAL, INC.

WHEREAS, the City of Lebanon desires to build a new fire station in the Hwy 109/Eastgate area to better serve the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, the City currently owns Lot 6 of the Eastgate Business Park, also now known as 91 S. Eastgate Court, Lebanon, Tennessee 37087, by virtue of a conveyed donation from Eastgate Commercial, Inc., on September 25, 2000, as recorded in the Wilson County Register of Deeds Office in Book 939, Page 1262, such conveyance being for the purpose of the City building a new fire station or utilizing the property for other public use; and

WHEREAS, because of development in the area, Eastgate Commercial, Inc., has agreed with the City to a land swap agreement in order to better locate a new fire station; and

WHEREAS, Eastgate Commercial Inc., has agreed to convey by quitclaim deed all of its rights and interests in Lot 20 of the Eastgate Business Park, as well as certain other contiguous tracts in which it holds rights and interests, to the City in exchange for the City conveying Lot 6 back to Eastgate Commercial, Inc.; and

WHEREAS, Lot 20 and the other contiguous tracts are generally located on the southwest corner of the intersection of Hwy 109 and East Division Street, which is a much more desirable and suitable location for a new fire station than Lot 6, which is currently located behind an abundance of commercial development along Hwy 109.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to accept from Eastgate Commercial, Inc., the donation of Lot 20 of the Eastgate Business Park, as well as certain other contiguous tracts in which Eastgate Commercial, Inc., holds rights and interests, to the City for the purpose of building a new fire station and to execute any necessary documentation to facilitate the conveyance.

Section 2. For reference, this conveyance is made as part of a land swap agreement with Eastgate Commercial, Inc., wherein the City would convey back to Eastgate Commercial, Inc., Lot 6 of the Eastgate Business Park, also now known as 91 S. Eastgate Court, Lebanon, Tennessee 37087, and as authorized by City of Lebanon Ordinance No. 16-5278.

Section 3. The quitclaim deed accomplishing this conveyance is attached hereto and incorporated by reference as if appearing herein verbatim.

Ordinance No. 16-5277

Page 2

Section 4. 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: _____

THIS INSTRUMENT PREPARED BY:
Andy Wright
Lebanon City Attorney
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
(615) 443-8610

SEND TAX BILLS TO:
N/A
(Tax Exempt)

ADDRESS OF NEW OWNER(S):

City of Lebanon, Tennessee
200 North Castle Heights Avenue
Lebanon, Tennessee 37087

MAP: 79 PR: 69 PO

IMPROVED: _____ UNIMPROVED: X

QUITCLAIM DEED

This Quitclaim Deed made and entered into on the ____ day of _____, 2016, by and between the City of Lebanon Tennessee, acting by and through the Lebanon City Council pursuant to City of Lebanon Ordinance No. 16-5277, hereinafter referred to as “the City,” and Eastgate Commercial, Inc., a Tennessee corporation whose principal and address is Henry E. McCall, 137 Postwood Place, Nashville, Tennessee 37205, and hereinafter referred to as “the Grantor.”

WHEREAS, the City of Lebanon is a municipality and public corporation of the State of Tennessee, chartered under Chapter 644 of the State of Tennessee Private Acts of 1911, and pursuant to such Charter has the power to purchase, hold, receive, sell, lease, convey, and otherwise dispose of real property for the benefit of the City.

WHEREAS, the Lebanon City Council voted unanimously in an open council meeting on the _____ day of _____, 2016, to accept the granting of certain tracts and parcel of land, being generally located on the southwest corner of the intersection of TN Hwy 109 and

East Division Street in Lebanon, TN, which full legal descriptions of said properties follow in **Ex. A**, from the Grantor.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten Dollars and No Cents (\$10.00) cash in hand paid, and other good and valuable consideration provided by the City to the Grantor, the Grantor by these presents, does hereby transfer, convey and forever quitclaim unto the City of Lebanon, its heirs and assigns, Lot 20 of the Eastgate Business Park, and Tracts 1, 2, and 3, that are more or less contiguous to Lot 20 and are the product of Tennessee Department of Transportation (TDOT) Project No. 95011-2204-04. Lot 20 and the referenced Tracts are more particularly and legally described and depicted in the attached **Exhibits A and B**, both of which are incorporated by reference as if appearing herein verbatim.

Tracts 1, 2, and 3 are currently under either fee ownership or control of TDOT pursuant to TDOT Project No. 95011-2204-04 (Widening of TN Hwy 109 and realignment of the intersection of East Division St. and Hwy 109). By virtue of this Quitclaim Deed, the Grantor is hereby and forever transferring, granting, and conveying any and all rights or claims to Tracts 1, 2, and 3, including, but not limited to, any and all rights or claims the Grantor would have had under the TDOT Surplus Property Program relative to these tracts. All rights and claims of these three (3) tracts are forever quitclaimed to the City by the Grantor and are subject to TDOT transferring its rights and claims to the City of Lebanon through the TDOT Surplus Property Program.

All restrictive covenants and conditions on the aforementioned properties running with the land through any prior transfer agreements, quitclaim deeds, warranty deeds, industrial development agreements, or any other legal documents or transactions placing restrictions or

conditions on the property are hereby removed. The subject properties shall only be subject to any current or future zoning restrictions placed on the properties by the Lebanon City Council.

By the signatures below, the City of Lebanon, hereby accepts the above conveyance.

Attest:

Eastgate Commercial, Inc.
c/o Henry E. McCall
Grantor

Acceptance:

Attest:

Philip Craighead
Mayor, City of Lebanon, Tennessee

Robert Springer
Commissioner of Finance & Revenue
City of Lebanon, Tennessee

Approved as to Form:

Andy Wright
Lebanon City Attorney
Ord. No. 16-5277

****SIGNATURE NOTARIZATION PAGE TO FOLLOW****

STATE OF TENNESSEE

COUNTY OF WILSON

Before me, a Notary Public, in and for the State and County aforesaid, personally appeared **Robert Springer** and **Philip Craighead**, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Commissioner of Finance & Revenue and Mayor, respectively, of the City of Lebanon, Tennessee, representing the within named City of Lebanon, and that as such Commissioner of Finance & Revenue and Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Lebanon by themselves as Commissioner of Finance & Revenue and Mayor.

WITNESS my hand and seal at office on this the ____ day of _____, 2016.

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, a Notary Public, in and for the State and County aforesaid, the within named, **Henry E. McCall**, as Principal of Eastgate Commercial, Inc., Grantor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the ____ day of _____, 2016.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

EXHIBIT A

to

Quitclaim Deed from Eastgate Commercial, Inc. to The City of Lebanon, TN **Pursuant to City of Lebanon Ordinance No. 16-5277**

Legal Descriptions

Lot 20

Being Lot 20 of the Eastgate Business Park, it is more particularly described in the final subdivision plan recorded in the Wilson County Register of Deeds Office in Plat Book 23 (Book P23), on Page 156. Being a subdivided portion of the land described on Map 79, Parcel 69, in the Wilson County Register of Deeds Office and that was transferred by Quitclaim Deed from Eastgate Business Park Limited Partnership to Eastgate Commercial, Inc., recorded in the Wilson County Register of Deeds Office in Book 442, Page 414. This is unimproved property located generally on the southwest corner of the intersection of East Division Street and TN Hwy 109, and that consists of approximately 1.32 acres.

Tract 1

Being Tract 1 as created by Tennessee Department of Transportation (TDOT) Project No. 95011-2204-04 and that is currently under fee ownership of TDOT pursuant to a Consent Judgment and Final Decree filed February 08, 1999, in *Tennessee v. Eastgate Commercial Inc., et al.*, Circuit Court of Wilson County, Tennessee, Docket No. 9841 (referenced as "Parcel 3" in such Consent Judgment and Final Decree). It is more legally described as follows:

Beginning on an iron pin in the south margin of East Division Street, said pin being the northwest corner of the tract herein described, thence with proposed margin of said street as follows: south 82 degs. 00 mins. 25 secs., east 75.86 feet to an iron pin, along a curve, said curve having a central angle of 11 degs. 45 mins. 44 secs., a radius of 518.22 feet, a chord of south 87 degs. 58 mins. 04 secs., east 106.20 feet and an arc length of 106.39 feet to an iron pin, said pin being the northeast corner of the tract herein described, thence with existing margin of East Division Street south 71 degs. 09 mins. 15 secs., east 73.23 feet to an iron pin in the north boundary line of the Eastgate Commercial, Inc., property, thence with the existing margin of East Division Street as follows: south 86 degs. 06 mins. 31 secs., west 116.79 feet to a concrete monument, north 76 degs. 56 mins. 31 secs., west 102.50 feet to an iron pin, north 56 degs. 22 mins. 30 secs., west 41.06 feet to the point of beginning and containing 0.11 acre (4981 sq. It.) more or less by survey.

Tract 2

Being Tract 2 as created by Tennessee Department of Transportation (TDOT) Project No. 95011-2204-04 and that is currently under fee ownership of TDOT and a part of the land TDOT acquired pursuant to a Consent Judgment and Final Decree filed December 10, 1999, in *Tennessee v. Rufus Riggan, et ux., et al.*, Circuit Court of Wilson County, Tennessee, Docket No. 10056. Being the same property transferred by Quitclaim Deed from Rufus H. Riggan to Eastgate Commercial, Inc., as recorded in the Wilson County Register of Deeds Office in Book 1369, Page 2456. It is more legally described as follows:

Beginning on an iron pin in the proposed south margin of East Division Street, said pin being the northwest corner of the tract herein described, thence with said proposed margin of said road as follows: along a curve, said curve having a central angle of 06 degs. 09 mins. 08 secs., a radius of 518.22 feet, a chord of north 71 degs. 28 mins. 08 secs., east 55.62 feet and an arc length of 55.64 feet to an iron pin, along a radius return, said radius return having a central angle of 91 degs. 33 mins. 52 secs., a radius of 24.32 feet, a chord of south 71 degs. 07 mins. 18 secs., east 34.86 feet and an arc length of 38.87 feet to an iron pin in the proposed west margin of S.R. Highway 109, thence with proposed margin of said road south 25 degs. 16 mins. 49 secs. east 47.01 feet to an iron pin, said pin being the southeast corner of the tract herein described, thence north 71 degs. 09 mins. 15 secs., west 111.79 feet to the point of beginning and containing 0.06 acre (2624 sq. it.) more or less by survey.

Tract 3

Being Tract 3 as created by Tennessee Department of Transportation (TDOT) Project No. 95011-2204-04 from an unused part of the City of Lebanon Right of Way (ROW) that pre-TDOT project was Old Railroad Bed Road/East Division Street. Being the same unused City of Lebanon ROW transferred by Quitclaim Deed from the City of Lebanon, Tennessee, to Eastgate Commercial, Inc., as recorded in the Wilson County Register of Deeds Office in Book 1381, Page 1688. It is more legally described as follows:

Beginning on a concrete monument in the west margin of S.R. Highway 109, said monument being the north east corner of the Eastgate Commercial, Inc., property and the southeast corner of the tract herein described, thence north 71 degs. 09 mins. 15 secs., west 179.15 feet to a concrete monument, thence north 71 degs. 09 mins. 15 secs. west 73.23 feet to an iron pin in the south proposed margin of East Division Street, said pin being the northeast corner of tract 1 and the northwest corner of the tract herein described, thence with proposed margin of said street along a curve, said curve having a central angle of 11 degs. 36 mins. 22 secs., a radius of 518.22 feet, a chord of north 80 degs. 20 mins. 53 secs. east 104.79 feet and an arc length of 104.97 feet to an iron pin, said pin being the southwest corner of tract 2 and the northwest corner of the tract herein described, thence south 71 degs. 09 mins. 15 secs. east 111.79 feet to an iron pin in the west proposed margin of S.R. Highway 109, thence with said proposed margin of said road south 25 degs. 16 mins. 49 secs. east 69.66 feet to the point of beginning and containing .20 acres (8919 sq. it.) more or less by survey.

ORDINANCE NO. 16-5278

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO CONVEY BY QUITCLAIM DEED ALL RIGHTS AND INTERESTS IN LOT 6 OF THE EASTGATE BUSINESS PARK TO EASTGATE COMMERCIAL, INC.

WHEREAS, the City of Lebanon desires to build a new fire station in the Hwy 109/Eastgate area to better serve the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, the City currently owns Lot 6 of the Eastgate Business Park, also now known as 91 S. Eastgate Court, Lebanon, Tennessee 37087, by virtue of a conveyed donation from Eastgate Commercial, Inc., on September 25, 2000, as recorded in the Wilson County Register of Deeds Office in Book 939, Page 1262, such conveyance being for the purpose of the City building a new fire station or utilizing the property for other public use; and

WHEREAS, because of development in the area, Eastgate Commercial, Inc., has agreed with the City to a land swap agreement in order to better locate a new fire station; and

WHEREAS, Eastgate Commercial Inc., has agreed to convey by quitclaim deed all of its rights and interests in Lot 20 of the Eastgate Business Park, as well as certain other contiguous tracts in which it holds rights and interests, to the City in exchange for the City conveying Lot 6 back to Eastgate Commercial, Inc.; and

WHEREAS, Lot 20 and the other contiguous tracts are generally located on the southwest corner of the intersection of Hwy 109 and East Division Street, which is a much more desirable and suitable location for a new fire station than Lot 6, which is currently located behind an abundance of commercial development along Hwy 109.

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 convey by quitclaim deed to Eastgate Commercial, Inc., Lot 6 of the Eastgate Business Park, also now known as 91 S. Eastgate Court, Lebanon, Tennessee 37087, which the City currently owns, and execute any necessary documentation for the purpose of facilitating the conveyance.

Section 2. For reference, this conveyance is made as part of a land swap agreement with Eastgate Commercial, Inc., wherein the City would convey back to Eastgate Commercial, Inc., Lot 6 of the Eastgate Business Park, also now known as 91 S. Eastgate Court, Lebanon, Tennessee 37087, in exchange for Eastgate Commercial, Inc., conveying by donation Lot 20 of the Eastgate Business Park, and other contiguous tracts in which it owns rights and interests, such properties being generally located on the southwest corner of the intersection of Hwy 109 and East Division Street, which is a much more desirable and suitable location for a new fire station than Lot 6. The Lot 20 conveyance and donation was accepted as authorized by City of Lebanon Ordinance No. 16-5277.

Ordinance No. 16-5278
Page 2

Section 3. The quitclaim deed accomplishing this conveyance is attached hereto and incorporated by reference as if appearing herein verbatim.

Section 4. 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: _____

THIS INSTRUMENT PREPARED BY:
Andy Wright
Lebanon City Attorney
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
(615) 443-8610

SEND TAX BILLS TO:
Eastgate Commercial, Inc.
c/o Henry E. McCall, Principal
137 Postwood Place
Nashville, Tennessee 37205

ADDRESS OF NEW OWNER(S):

Eastgate Commercial, Inc.
c/o Henry E. McCall, Principal
137 Postwood Place
Nashville, Tennessee 37205

MAP: 79 PR: 69 PO

IMPROVED: _____ UNIMPROVED: X

QUITCLAIM DEED

This Quitclaim Deed made and entered into on the ____ day of _____, 2016, by and between the City of Lebanon Tennessee, acting by and through the Lebanon City Council pursuant to City of Lebanon Ordinance No. 16-5278, hereinafter referred to as “the City,” and Eastgate Commercial, Inc., a Tennessee corporation whose principal and address is Henry E. McCall, 137 Postwood Place, Nashville, Tennessee 37205, and hereinafter referred to as “the Grantee.”

WHEREAS, the City of Lebanon is a municipality and public corporation of the State of Tennessee, chartered under Chapter 644 of the State of Tennessee Private Acts of 1911, and pursuant to such Charter has the power to purchase, hold, receive, sell, lease, convey, and otherwise dispose of real property for the benefit of the City.

WHEREAS, the Lebanon City Council voted unanimously in an open council meeting on the _____ day of _____, 2016, to convey to the Grantee by Quitclaim Deed Lot 6

of the Eastgate Business Park, having a physical address of 91 S. Eastgate Court, Lebanon, Tennessee 37087, and being more particularly described as follows:

Being Lot No. 6 as shown on the Final Subdivision Plat entitled "Lots 4, 5 & 6, Eastgate Commercial, Inc., Eastgate Business Park" made by Waste Water Engineers, 5751 Old Hickory Boulevard, Suite 207, Hermitage, Tennessee, dated October 1, 1999 of record in Plat Book 23, page 294, Register's Office for Wilson County, Tennessee, to which plat reference is hereby made for a more complete description of said lot.

Being the same property conveyed to the City of Lebanon, Tennessee, by special warranty deed from Eastgate Commercial, Inc., dated September 25, 2000, and of record in Deed Book 939, Page 1262, in the Register of Deeds Office for Wilson County, Tennessee.

Being a part of the same property conveyed to Eastgate Commercial, Inc. by deed from Eastgate Business Park Limited Partnership, dated April 15, 1994, and of record in Deed Book 442, Page 414, in the Register of Deeds Office for Wilson County, Tennessee.

This description is the same as in the prior deed. THIS IS UNIMPROVED PROPERTY.

The special warranty deed conveying Lot 6 to the City of Lebanon on September 25, 2000, (Wilson County Register of Deeds Office Book 939, Page 1262) contained a restrictive covenant or condition that Lot 6 could only be used by the City of Lebanon to build a fire station or for any other public use. Such restrictive covenant or condition is removed by this conveyance. However, this conveyance is still subject to all restrictions, easements, rights-of-way, roadways, zoning and other matters as may affect the premises, specifically including all Covenants and Restrictions of record in the Register's Office for Wilson County, Tennessee, and is further specifically subject to the non-exclusive easement across the southern portion of the property as shown on the above-referenced plat on record in Plat Book 23, page 294, Register's Office for Wilson County, Tennessee.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten Dollars and No Cents (\$10.00) cash in hand paid, and other good and valuable consideration provided by the Grantee to the City, the City by these presents, does hereby transfer, convey and forever quitclaim unto Eastgate Commercial, Inc., its heirs and assigns, Lot 6 of the Eastgate Business Park, having a physical address of 91 S. Eastgate Court, Lebanon, Tennessee 37087.

By virtue of this Quitclaim Deed, and pursuant to City of Lebanon Ordinance No. 16-5278, the City is hereby and forever transferring, granting, and conveying any and all rights or claims to Lot 6 of the Eastgate Business Park, located at 91 S. Eastgate Court, Lebanon, Tennessee 37087. For reference, this conveyance was part of a land swap agreement between the City of Lebanon and Eastgate Commercial, Inc., wherein Lot 20 of the Eastgate Business Park was conveyed by quitclaim deed to the City by Eastgate Commercial, Inc., as authorized by City of Lebanon Ordinance No. 16-5277.

Except for the restrictive covenant or condition restricting Lot 6 to a fire station or other public use, which is hereby removed by this conveyance, this conveyance is subject to all restrictions, easements, rights-of-way, roadways, zoning and other matters as may affect the premises, specifically including all Covenants and Restrictions of record in the Register's Office for Wilson County, Tennessee, and is further specifically subject to the non-exclusive easement across the southern portion of the property as shown on the above-referenced plat on record in Plat Book 23, page 294, Register's Office for Wilson County, Tennessee.

By the signatures below, the City of Lebanon hereby quitclaims forever and always all rights and interests in Lot 6 of the Eastgate Business Park, located at 91 S. Eastgate Court, Lebanon, Tennessee 37087, to Eastgate Commercial, Inc.

Approved:

Attest:

Philip Craighead
Mayor, City of Lebanon, Tennessee

Robert Springer
Commissioner of Finance & Revenue
City of Lebanon, Tennessee

Approved as to Form:

Andy Wright
Lebanon City Attorney
Ord. No. 16-5278

Attest:

Eastgate Commercial, Inc.
c/o Henry E. McCall
Grantee

****SIGNATURE NOTARIZATION PAGE TO FOLLOW****

STATE OF TENNESSEE

COUNTY OF WILSON

Before me, a Notary Public, in and for the State and County aforesaid, personally appeared **Robert Springer** and **Philip Craighead**, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Commissioner of Finance & Revenue and Mayor, respectively, of the City of Lebanon, Tennessee, representing the within named City of Lebanon, and that as such Commissioner of Finance & Revenue and Mayor, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Lebanon by themselves as Commissioner of Finance & Revenue and Mayor.

WITNESS my hand and seal at office on this the ____ day of _____, 2016.

NOTARY PUBLIC

MY COMMISSION EXPIRES

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, a Notary Public, in and for the State and County aforesaid, the within named, **Henry E. McCall**, as Principal of Eastgate Commercial, Inc., Grantee, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged to me the execution of the within instrument for the purposes therein contained.

WITNESS my hand and seal at office on this the ____ day of _____, 2016.

NOTARY PUBLIC

MY COMMISSION EXPIRES:
