



Philip Craighead
Mayor

CITY OF LEBANON

Office of the Mayor

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WORK SESSION – AUGUST 2, 2016 - 5:00 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) Gasification Initiative Project Construction Update
- 2) Personnel Rules & Regulations Revisions - Rule XIV Safety Program, Driving & Motor Vehicle Record
- 3) Sanitation & Street Equipment Plan

PUBLIC HEARING - AUGUST 2, 2016 - 5:55 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) 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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed on 1st Reading by City Council 7/05/16) (Reference Resolution No. 15-1892)
- 2) 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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed 1st Reading by City Council on 7/05/16) (Reference Resolution 15-1889)
- 3) 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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed 1st Reading by City Council on 7/05/16) (Reference Ordinance 15-5038)

REGULAR CALLED CITY COUNCIL MEETING

AGENDA - AUGUST 2, 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 19, 2016 - Regular Called City Council Meeting

6. COMMUNICATION FROM CITIZENS:

7. COMMUNICATION FROM MAYOR:

8. REPORTS FROM COMMITTEES / ALDERMEN / OFFICERS:

9. CONSENT AGENDA:

Budget Amendment – Before the Fact:

1. **Ordinance No. 16-5275**, second 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.

2. **Ordinance No. 16-5276**, second 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.

3. **Ordinance No. 16-5277**, second 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.

4. **Ordinance No. 16-5278**, second 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.

10. OLD BUSINESS:

1. **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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed on 1st Reading by City Council 7/05/16)
2. **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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed 1st Reading by City Council on 7/05/16)
3. **Ordinance 15-5038**, second 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) (Planning Commission recommended approval 8-0 on 5/24/16; Passed 1st Reading by City Council on 7/05/16)

11. NEW BUSINESS:

1. **Ordinance No. 16-5279**, first reading, to approve the Disposal Agreement with Republic Services (Agreement Extension), by Jeff Baines, Commissioner of Public Works.

Budget Amendment - Before the Fact:

2. **Ordinance No. 16-5280**, first reading, to authorize a Budget Amendment for the Police Department – Drug Fund (2016-2017 Fiscal Year Budget), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment – Before the Fact:

3. **Ordinance No. 16-5282**, first reading, to authorize a budget amendment for the Community Park (to appropriate unused funds from Fiscal Year 2015-16 to Fiscal Year 2016-17 for the Fitness Court; project was not completed by the end of Fiscal Year 2015-16), by William Porter, Parks & Recreation Director, and Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment – Before the Fact:

4. **Ordinance No. 16-5283**, first reading, to authorize the purchase of a new sanitation automated truck, the conversion of one sanitation rear loader truck to a third knuckleboom truck, and related budget amendments (2016-2017 Fiscal Year Budget), by Jeff Baines, Commissioner of Public Works, and Lisa Lane, Purchasing Agent.

5. **Resolution No. 16-1957**, to approve a Water Purchase Agreement with the LaGuardo Utility District of Wilson County, by Jeff Baines, Commissioner of Public Works.

12. ADJOURNMENT

CITY COUNCIL MEETING

July 19, 2016

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

A Public Hearing was held at 5:55 p.m. for

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)

Billy Thorne, 388 Rutledge Lane, voiced his concerns over pending proposals regarding property on Carver Lane and Madrid Drive. Mr. Thorne feels his concerns over traffic and jeopardizing citizens lives by having too many vehicles on a road which already cannot handle the volume, flooding and several other issues need to be addressed. He pleaded with the Council to reconsider voting for this issue. He asked for an explanation of how these problems will be addressed. The Mayor explained the actual site plan has not been presented. Planning Director Paul Corder advised that at this time they are only considering zoning and annexation. The site plan would come at a later date; because they cannot request it at this time.

Mr. Corder stated, "If you take the development/area as a whole, there is access on Carver Lane and on Madrid." Mr. Thorne asked them where they go once they get on Alhambra. Once you get off of Carver, you can go either out at Madrid, Alhambra or you can go down Carver, Hartmann Drive, to Toshiba which turns into Babb Drive, which turns into the Bypass. You can also go onto Smith. Mr. Corder replied there are a network of streets. Although, Mr. Corder stated, he is traffic planner and not an engineer; but, the traffic counts in the area would suggest that the number of units to possibly be generated will not top out the traffic on the streets that are in that area. You can assume about seven trips a day out of any residential unit; so, the traffic counts on Carver, Alhambra, Smith and Hartmann are not going to be high enough to be a problem. There will be a traffic study done on Carver Lane. There may possibly be an issue going out of Main Street; but, that will be handled at the site plan stage. Mr. Corder also added that the City will make the developers make improvements if they have to. The Mayor explained that right now we are talking about annexation and zoning. The site plan will come later and that will be when the Engineering and looking at the road capabilities, including any possible expansions would happen.

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)

Gary Sawyer, who lives on Alhambra Drive, is concerned about a proposed development dumping too much traffic on Carver Lane. He is against this annexation, the area cannot support the infrastructure, volume of traffic and should not be allowed to pass. There is a lot of traffic on one single egress on one single street. Right now, it looks as if the process is proceeding without citizens knowing what is going on. The Mayor explained there is a planning process which is followed that first involves annexation and zoning. Because the property owners are requesting annexation and rezoning--that is the first step. Following those steps the site plan will be submitted for discussion; and there will be many issues which will be addressed by Engineering at that time.

Mr. Sawyer is not familiar with the process, and he has seen too many things go through where people were not informed. He noted the gasification plant is 300 feet from his front door. Mr. Sawyer asked how citizens can access the information the Mayor is speaking about. The Mayor explained that it would come through the Planning Commission. Notification of upcoming Planning Commission Agenda's are posted in the newspaper prior to any meetings. Mr. Sawyer does not believe many people are aware of this.

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)

Gail Douglas, lives on the end of Madrid by the cul-de-sac. She informed everyone that the current single family use is not being adhered to in this neighborhood. She has reported this many times that there is a home right across the street from her, on Madrid, that has nine vehicles parked and includes multi-generational families. She asked that the appropriate people come to the area to view this for themselves. Because, this is not being enforced. Ms. Douglas asked for assurances from the Council that they would not use Madrid Drive as a cut-through lane, as this is already a dangerous area. The Mayor stated it has not been discussed; however, the road safety will be discussed when the site plan comes along. This will also come before the Planning Commission at that time.

4) Changing unaddressed Madrid Drive from RS20 (Low Density Single-Family) to (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)
See above citizens comments.

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

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)

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

The Public Hearing was adjourned at 6:08 p.m.

Prior to the Call to Order, Mayor Craighead advised there be three revisions on tonight's Agenda. Resolution No. 16-1951, Ordinance 16-5246, the Memorandum of Understanding included in Resolution No. 16-1959.

Mayor Craighead called the Regular Called City Council Meeting to order at 6:10 p.m.

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

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 Council Secretary, Jaci Diebner.

Approval of Minutes:

Motion was made by Councilor Burton, seconded by Councilor Cesternino, to approve the minutes of the July 5, 2016, Regular Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Communication from Citizens:

1) Ann Gaines, 2979 Leeville Pike, is here tonight to comment on Ordinance 16-5272. She has spoken with the planning and zoning people regarding the development of some property on Leeville Pike. It has not gone exactly as they have hoped; however, they have had food for thought. The community has gotten together and they have accepted that the development is going to happen. There is so much property on Leeville Pike that is for sale, it is going to be a recurring thing. Leeville Pike is not a traditional neighborhood. They are not currently a subdivision and do not have a Homeowners Association; therefore, she would ask that the City Council and the Planning Commission help them and protect them as the development goes forward.

Ms. Gaines is concerned that there are still some unanswered questions and some significant issues that were not addressed. There was never any discussion of a commercial space in three acres of that area. There has also been no discussion of any compromise on the number of houses.

Also, there is a difference in the Planning Commission vote from what she understood and what is printed on the paper she has. Councilor Bell stated the vote should read 7 yes and 2 no, in lieu of the typographical error. Councilor Bell and Kathy Adams voted against the proposal. It was noted there is a corrected version of the Planning Commission votes, which was sent out earlier.

Ms. Gaines understands some of the points made by Councilor Ash at the Planning Commission Meeting and he made some valid statements; however, there is a difference in affordable housing versus significant housing. The residents of this area do not want to be known as the "cheap housing in Wilson County." The citizens would like to have some control of what happens to their property and way of life. Thus, in all sincerity and seriousness, Ms. Gaines requested the Council protect their way of life as best they can.

The citizens of the Leeville Pike area would just simply like to have some oversight from the Planning Commission and the City Council as their *representative Homeowners Association*. With so many questions still unanswered, Ms. Gaines asked that the Council please defer Ordinance 16-5272, and establish some standards and codes as they move forward. They do not want to feel blindsided

when the rezoning sign comes up. The residents would like to have some understanding between the citizens and the City Council and Planning Commission.

Ms. Gaines concluded the residents are simply asking to slow this thing down, adding, *"Please don't allow developers to march down Leeville Pike like Sherman going to Atlanta? We don't have to be on fire to do this. We can do it, and it can be done well. It can be done tasteful. It can be done as a standard."* Ms. Gaines would like for other people to say, *'Lebanon does things right, not only do they do it right, they work well with each other to get it done.'*

2) Betsy Fontaneau lives at 2900 Leeville Pike, and is a recently retired teacher from Lebanon High School. She wishes to address the Council on the same Ordinance No. 16-5246. Ms. Fontaneau asked that the Council take care of citizens concerns before they become issues. Her biggest concern is the traffic. She reminded Councilors of the big fiasco when engineers thought Lebanon High School could make it with one lane in and one lane out. There was a horrific fiasco with the traffic planning on that; which has since been resolved. Once you create a subdivision with a bunch of houses, you will have Leeville Pike and Hartmann Drive that have three major schools accessing them, along with the growth in those schools. So, you have to look at traffic issues that are going to be along Leeville Pike. Ms. Fontaneau explained, *"We already live with traffic issues, which you don't know about, because you don't live there. If there is any major problem along Interstate 40, Leeville Pike becomes the alternate route. And I have seen it where the traffic is backed up two miles, back towards Highway 109 on Leeville Pike. During the Fair, you cannot even get on Leeville Pike, much less get down there. It would take you two hours to get from Highway 109 to the County Fairgrounds; because the traffic is so bad. If we don't plan our growth to address infrastructure, then we are going to come out kind of like Lebanon had to. I just want to make sure that these issues are addressed."*

Continuing on, Ms. Fontaneau addressed another issue, *"We have a constant sewer smell that apparently comes from the sewer plant further down the road; because, there is problems with that infrastructure. Well, as soon as you dump more houses onto there, then you again have an issue."* She emphasized the concerns that she has mentioned need to be priorities which are taken care of before they jump ahead with this subdivision. *We simply don't want to be having to come back after the fact to resolve issues. She agreed with the comments made by Ms. Gaines, in that the citizens would like for Lebanon to be "the place where we do it right."*

3) Charles Gibbs also spoke to the Council regarding Ordinance No. 16-5246. Mr. Gibbs lives approximately a quarter mile from this proposed property annexation and rezoning on Leeville Pike. He wanted to state that he has a terrible water problem. Sometimes there is no water pressure, and sometimes it only drips, and sometimes he has no water. He has spoken with the General Services Administrator Clayton Anderson and was told it is because they are not far enough from the water tank. He wonders if there are more houses put out there, what will that do to his already low water pressure? Something has to be done about this.

Another problem, said Mr. Gibbs is the traffic on Leeville Pike. He is worried that this new development is going to lower his property values. Mr. Gibbs requested the Council push this ordinance back to another meeting, in order to have discussions regarding the water pressure and road widening in order to support the additional traffic on Leeville Pike. Citizens are very concerned about the welfare of everybody out there.

Mayor Craighead asked Commissioner Baines to address the water pressure issue. The Commissioner replied has made some notes and will follow up with everybody when he can.

4) Maggie Crowell thanked the Council for the opportunity to address them this evening. There are a few points she would like to speak to that outline her opposition to this project. First, the water pressure at the road on this section of Leeville Pike simply will not support 64 additional units at this time. Ms. Crowell continued, *"I said that, not as an Engineer, but as a resident that deals daily with an inadequate amount of water and water pressure. At the Planning Commission several weeks ago, residents ranging in age and distance off the road, stood and spoke to this very point. We are deeply concerned about the water situation as it is. Sometimes the water can be as little as a trickle. Which makes washing clothes and dishes, cooking and showering difficult for anyone; especially our family of four. Frankly, the lack of water pressure residents of a highway within the city limits of Lebanon only 30 miles from Nashville, Tennessee should be dealing with. The water pressure has been measured at the road and I just challenge those of you who support this project and even those who don't to inspect it for yourselves. It's too low, and the City needs to take action to remedy this issue."*

Ms. Crowell continued, *"Second, the location of the project is in a particularly unfortunate portion of the road. If you are coming from Hartmann Drive or West Main, you will drive on a straight portion of Leeville Pike for a few miles. The first major curve in the road, is at the potential future site of the project. At least two lives have been lost in this curve in the last couple of decades. The speed limit on Leeville Pike is 50 miles per hour. With such a high speed limit at a curve in the*

road, I personally think it would be irresponsible to add another 64 individuals traveling, slowing down, and turning out onto and in from a busy street there. "

Ms. Crowell affirmed, "Third, while Leeville Pike is home to one other high density subdivision called Stonebridge. Stonebridge is a far larger subdivision and even looking to expand still. The entrance is not at a curve in the road, Rather it falls in a straight stretch between Hwy 109 and Tuckers Gap Meadows. It is not, as this project would be, inserted chaotically and narrowly between neighboring farms in an attempt to squeeze in as many houses as possible on a limited number of acres. This project could detract from the area instead of adding to it. "

Ms. Crowell acknowledged, "There is a Century Farm directly located next to the potential future spot of this project. To some here, this point will not be as important as the other points I have already made here. But, to others, this is a compelling argument. Most likely to those who are from Lebanon, and have seen a changing over the past couple of decades, most likely those will understand that it is changing; but, it remains a small city. A city that's history is the most important thing about it. I've heard people worry that Lebanon will become another Mt. Juliet. A city that has ample shopping malls, and thousands and thousands of people; but, a city that people quickly look to escape."

Continuing on, Ms. Crowell stated, "In the past few years, Lebanon has begun to embrace its history. The Capital Theatre was refurbished and reopened. I personally know people, young and old, who couldn't wait to host functions and see movies and shows inside it. There grandparents went on their first date there, they said. They would rather see old movies there than a new movie at the Roxy. There is a Historical Homes Tour that hosts events during the holidays, highlighting the great, old houses in Lebanon, Castle Heights Military Academy, the Tucker's Gap Train Depot formerly on Leeville Pike and is now showcased at the Fairgrounds."

Ms. Crowell added, "And so, I implore you, as a citizen of our Country, and a citizen who has traveled to different countries around the world, to hold on to what makes this community special and unique. Do not allow our city to become another place people drive through and forget. Preserve our history. This cannot be done all at once. It starts with preserving history piece by piece. It starts by cherishing and taking care of a single century farm. A farm where my 86 year old grandmother still sleeps in the same room she was born in. As the plan currently stands for the potential future project, there isn't even a buffer between the Century Farm and the 64 unit subdivision."

Ms. Crowell concluded, *"And I will leave you Councilmen and women, with this thought. Once a piece of history has been destroyed it can never be brought back or replaced. I implore you to do what you can to stand up for a Century Farm and for the residents of Leeville Pike, who seek to make marginal improvements to major infrastructure before we consider rezoning that would add more strain on our resources. Thank you."*

5) Mike Wrye, with Lose & Associates, representing Jordan Fleming, Fleming Homes and Mrs. Rowland, addressed some of the concerns expressed earlier this evening. *"A lot has been said, and we hear a lot, don't we? I stood here when Stonebridge was presented. We prepared the Planned Unit Development (PUD). We heard the exact same arguments. We hear about traffic; we hear about storm water; we hear about reduced property value--none of which happened. We hear about wanted to look and be able to see across someone else's property. I emphasize someone else's property. Several points were made and I will try to address a few of them. First as a reminder, as was discussed at the Planning Commission, this area in the Land Use Plan is shown a medium density residential and is adjacent to an arterial street in Lebanon's Major Thoroughfare Plan. One can get on Leeville Pike at the Bypass and go all the way to Nashville. Now, the property zoning, strictly by calculation, would allow more than 90 units. What we have prepared is a concept plan, showing approximately 64. We also reserved a piece that is cut off by--I believe it's a Columbia Gulf Gas easement on the front as potentially a commercial piece. Fleming Homes would, at some point, like to consider putting their office there. It's not a done deal. We are not asking for a commercial zoning tonight. We are asking only for the RS-9, which is in keeping with the Future Land Use Plan. I've heard many conversations about planning--that is planning. How long did the Future Land Use Plan take to complete, Paul? Ten years, six years, three years?"*

Mr. Wrye concluded, *"So, with due respect, I understand it's a emotional issue when you are living in an area for a long time. I've been in Wilson County all my life. I've got a lot of lives buried in this dirt. And there is a part of you that laments seeing change--but, change is coming. Traffic is coming to Leeville Pike, whether it is developed there in an orderly and wise manner, so that we preserve farmland further out. Or, we will do what unfortunately some do, we will force the issue. People go out and cut up farms in god awful flag lots and they are still going to drive Leeville Pike."*

6) Jordan Fleming, of Fleming Homes, would like to address some of the previous mentioned questions. *"As far as the product, I think ya'll had some concerns. This is a high-end, active adult, 55 plus. So, this is smaller lots yes; but, a high end house. So, we are not talking about anything with any siding. Four sides will have brick, and fully tricked out on the inside. I mean, we are talking about a 55+ homeowner that is going to be there. So, when you talk about schools. I would say it is going to have a low impact, if any, on the schools. So, we are talking about aging, again 55+. So, that should be a non-issue. In regards to a Century Farm, I applaud you guys. That is something that should be embraced. But, I just took down a section of a Century Farm and in one year developed it and built it out, and if you asked that family, 'Did I follow through with everything I said I would do?' They would say I did a fantastic job. I am here to deliver what we are talking about. I think it's going to be a value added to the community. I think it is going to bring up the values. I understand there are some challenges and questions about traffic, and water. We will do traffic impact studies and we will look into the water; but, I don't have those answers now. In regard to where your mom lives, we have got a rendering with a landscape buffer that goes all the way through that direction. I worked on that about a week and a half ago and got that back."*

7) Charles Gibbs believes that people who drive on this road are going to be elderly and there are many who do not abide by the speed limit on this road. People fly through there and if you hit a curve like the one currently there, he is afraid there will be a wrecks and possible people hurt or killed. Unless there is a dramatic change made.

8) Councilor Burton asked Commissioner Baines if he was aware of the water situation in this area; to which the Commissioner replied yes, it is not no water; but low water pressure. A gentleman from the audience stated that he has called at least ten times. Councilor Burton asked if there are plans to correct that. Commissioner Baines responded, *"We can come up with plans to correct that; however, the developer may have some plans that will correct that as well. Because, again, as the folks have mentioned here tonight, that kind of pressure--if it's that low, won't service all this property. It will have to be improved. It will have to be--maybe if the line from a different area, could service the area. So, that's something for once you get into a detailed design. The issue is very legitimate. It has to be addressed before any kind of final plans are approved for construction, absolutely."* Commissioner Baines stated it is not currently on design.

9) Chris Crowell, 3831 Leeville Pike, addressed the Mayor and Council. Mr. Crowell has lived at this address since 1968, except while he attended the University of Tennessee. His family has been there since 1916. Mr. Crowell advised, *"We are unofficially, hopefully about to be an official*

Century Farm, this year. First of all, I want to thank Jordan and Mike. They did come to see me. They took the time to come to my office, and sat down with my family and we looked at an early rendering of the project and we discussed it. I've talked with some of you all (Council members) as well. I appreciate that opportunity. You know, Ann Gaines said that we know the development is coming. I don't think there is any question. We know that development is coming. We want development. But, the question is when, and, are we ready for it? And the answer is no, at that location. I think we have heard enough about that already--at least with some empirical evidence; but, you know engineering studies. I am not exactly sure what Jeff is going to say. He'll get to speak last, which is great. But, when you turn on your faucet and you don't have enough water pressure, that's a pretty good engineering study, I think. So, I invite you to be aware of that."

Mr. Crowell continued, "In the interest of, or looking at the scope of planning, we have got the option or we have got the opportunity, at this point, to sort of take a look at our community and where we want development and where it makes sense. If you had a map, I think maybe in the Planning Commission there was actually a map on the wall. But, it shows the development, it shows Tuckers Gap Road coming into Leeville Pike in a curve there. So, you have got a curve where a couple of people have died. And then you have got the subdivision road and Tuckers Gap Road coming in at an angle on a road with a posted speed of 50 miles an hour. But, I think most of us who live there would agree it's probably 65 or 70 miles in a lot of cases; because, you have a straight stretch coming into that curve. So, that's an infrastructure and safety issue there. We have talked about the Century Farm, issue. Obviously, that means a lot to us; and I think we should try to respect those institutions in our community. And, I think again we are not necessarily opposed to development, we want development, not only in Wilson County and Lebanon, but where we are. But, we just don't feel, as residents of this area, that we are ready for it yet. The infrastructure is not there."

Mr. Crowell concluded, saying, "And I will tell you, just from a family standpoint, thirty years ago, in 1985 we didn't have any water out there. I grew up on a well, until I got to high school. We worked with the City of Lebanon at that time to try to get water out in that area. Well, guess how we did it? We gave some land to the City of Lebanon to make that happen. And so, what we are asking for now is some cooperation with the City of Lebanon, so that we can make sure that we get adequate infrastructure in there to take care of the residents and their neighborhood. Thank you."

Councilor Bernie Ash had some questions for Mr. Fleming of Fleming Homes. Councilor Ash asked Jordan Fleming what size houses are they planning to build. Mr. Fleming responded, "*We are looking at about the 2,200 square foot range. So, we are targeting families that are in the 3,200 square foot that want to downsize, but upgrade. So shrink down their square footage. People that are 55+ with, you know, they have got too much room, the kids have moved out and they have got too much house for them. So they want to shrink their square footage, but the square footage that they are in, they want it, you know, tricked out. Really, nice.*"

Councilor Ash asked Mr. Fleming what the average price range would be. Mr. Fleming responded, "*I would say probably just a little south of \$300,000 is the target.*"

Councilor Ash asked if the houses would be four sided brick, to which Mr. Fleming stated, "*Four sides brick, yes sir. Aggregate concrete driveways, masonry mail boxes. It is a community for the age target of 55+ active adults. It is going to be where I would want my mom and dad to be. It is going to be a very nice community.*"

Councilor Ash asked Mr. Fleming if the target range of 55+ is written in stone. Mr. Fleming replied, "*That is our target. That is what the community is going after. Is it going to be a restricted community? We don't know yet, we are open to a target. There are some restrictions between keeping an open 15% balance for people that are 50, that want to age in place. We will address that once it is time. But, that is the plan and the focus of this project. The vision is to do an active adult 55+ community.*"

Councilor Ash asked Mr. Fleming if they have shown the landscaping plan to Mr. Crowell or anyone else. Mr. Fleming stated, "*No, Mike had just e-mailed that over and we are, again, more than happy to share that with you, and work with you guys, and work with a landscape architect. I thought it came back very nice. It is thick and heavy with landscapes, trees and shrubs. But, I will be more than happy to share that with you guys and listen to any feedback and work in concert with you all, if you have--you know to switch it, change it, rearrange it, with trees or species and all that.*"

Councilor Ash asked Mr. Fleming is he has any concerns about the water pressure. Mr. Fleming replied, "*That is something that I don't have the information on; so, I don't want to tell you one way or another. Because, I don't have enough information to tell you that answer right now.*"

Councilor Burton asked Mr. Crowell if that big water tank by him does not service that area. Mr. Crowell replied it is his understanding that is a holding tank for the City of Lebanon, and it does not generate pressure. It is a reserve and supply.

Commissioner Baines stated that it does feed that area; however, the issue there is that it works on gravity. The folks who live in this area are real close to the elevation of the tank, so their pressure is lower. If this development does go forward, it will be necessary to improve water systems, and adequate pressure and flows. If the development goes through, they will have to do that. Otherwise, the City will have to do something. The folks in the Tuckers Gap Meadows area are served from the Seay Hill Tank. If this area (Leeville Pike) develops they are probably going to have to tie into the Seay Hill Tank to get adequate pressure and flows to improve the area. It can be done; but, it is a matter of what it will cost to improve that system. It can be done; it just costs money. Tying into the Tuckers Gap Meadows, which is a high pressure zone, will help the residents in the Leeville Pike area as well. It will help everybody. Without doing that it would not help as many folks. The Mayor reiterated what Commissioner Baines was saying, "So, Jeff, you talked about for that subdivision they will have to do something. Will that in effect, help the rest of that whole area, or just what you are talking about for the subdivision? Because, what we still have is an issue with water pressure." Mayor Craighead did not realize the people had water pressure issues. Commissioner Baines stated that Mr. Crowell lives on top of the hill, so that makes it a little different. The other people live back down the hill from the tank; and since it is a gravity issue, it makes things different.

Mayor Craighead asked Commissioner Baines, "So, the investment that the developer would be doing--which could be him or that group--- and that in effect would end helping the water pressure for the whole area?" Commissioner Baines replied, "Correct."

Councilor Cesternino mentioned he believes we have a very low inventory for this type of housing and while he does support this project, if it does pass on the first reading this evening, he would like to require that before this Ordinance is brought back for second reading, that there will be a meeting for the residents that will answer questions and have up to date renderings of what is going to be happening around them. Councilor Cesternino also made it clear that he has no intent in supporting anything commercial going along there. Councilor Cesternino stated, "*So, these acres that are being set aside. I hope that you do not have an expectation that 'hey, once I get A, I am going to get B'; because I don't necessarily feel inclined to give you B at any time that I can see going forward. So, when we do talk about this tonight, I would like to give strong consideration, if you pass on the first reading for us to say that we will not bring it up for a second reading until a public event is held that we will also have Clayton Anderson at; because I want the water expert in the room to talk to everyone about the water; so maybe we can get an idea what the City has to do to partner with the developer to*

maybe fix the problem. Whenever we are doing this and we are tearing up this land, if we have the opportunity to correct this situation, I think we should take full advantage of that."

10) Ann Gaines, who spoke earlier tonight would like to ask that Ordinance 16-5272 be deferred back to the Planning Commission. She finds the whole process very concerning, and feels there are too many omissions. Her main concern is that the project is not ready. She would rather that the citizens see the plans when everyone has their "ducks in a row." Miss Gaines appreciates the Council giving her the time to speak.

Councilor Cesternino asked Planning Director Paul Corder to come to the microphone to explain to Ms. Gaines the process that occurs for Planning, Zoning, and Development. The Councilor, "thinks there is a misconception that once the rezoning is approved, then the project is approved. And I don't think that that is how this works, but, I would like to ask an expert to explain to you exactly how the process works; so, you will have a clearer understanding."

Paul Corder advised, "*In the State of Tennessee, when somebody asks for a rezoning, just a straight rezoning, which is what is being asked for here. The City is not really allowed to ask for, or consider the actual site plan. We are not allowed to do contract zoning. We can't say, if you zone it this way, it has to be a 55 or older. We can't hold them to 55 or older. We can't hold them to all that stuff at this point. All these details have to be done at the site plan level; and that is going to be at a later date. So, as much as we would like to have all these things worked out at the beginning, we are actually asking for more than what the state allows us to ask for, if we get too far down that path."*

Councilor Burton asked if the water pressure issues were brought up during the Planning Commission Meeting before the vote. Mr. Corder replied, "Yeah, the water issues were discussed at the Planning Commission. I didn't know, and I don't know what the City knew about the water issues; but, the Planning Commission just heard about them for the first time at the Planning Commission Meeting. Planning staff did send out a corrected version of the vote count where it was 7-2 at the Planning Commission. They didn't notice that before the meeting.

Councilor Burton questioned if Leeville Pike was to become a four lane road in our Major Thoroughfare Plan. Mr. Corder stated that Leeville Pike is in the Major Thoroughfare Plan; however, he is not aware of the details of whether it is four or five lanes; but, it is in the Major Thoroughfare Plan to be improved. Commissioner Baines stated it is supposed to be five lanes someday.

Councilor Cesternino asked Mr. Corder to explain to citizens, once Ordinance 16-5272 passes first and second reading, what will the process be after that. Mr. Corder replied, *"Once this thing gets approved this will be a single family development; so, it will go through a platting process to subdivide it out. At that time, we will be asking for how the developer plans to serve it with water, sewer, streets and all those types of things, at the subdivision level. Because it is single family there is a good chance we won't ever see it at site plan level. But we will cover all of those details at the platting process, whereby they subdivide the land. They are open to the public and we do advertise in the newspaper. We are not able to send letters or put signs out; so, the advertising is a lot lowered key at that level. But, that is the requirement that the State has for us; and that is what we follow."*

Mayor Craighead stated, *"We will have the first reading this evening. Prior to the second reading we need to make sure that the water issue does not become a bigger problem. Regarding the water issue, we need to work and plan together. We do not want to have 64 homes built there have a development where you put in something and it makes the problem worse. We are going to have to find a solution for everybody on the water issue. You learn something new everyday. We learned a little bit of that issue at the last Planning Commission."*

Mayor Craighead went on to say, *"I know people love their land, and they love the view. Change is difficult. But, this here, we have to take care of the people that live there with their water and the water pressure; and that is something that the City is going to have to make sure that we are going to address. You know, traffic, the road traffic--that always comes later, after you get enough traffic that it is justified. But, water pressure that is a different, issue, Jeff. So we are going to need to have some major discussions. And Mike (Wrye) we will need to know what that is going to entail and what the results will be for everybody."*

Commissioner Baines interjected, *"Mayor, just to clarify that--there won't be a plan approved that doesn't meet the water requirements. We have never done one, and it won't happen this time. What's out there exists, but there hasn't been anything new in the last twelve years, and we won't have these kinds of issues happen in the future--that's for sure."*

Mayor Craighead affirmed, *"We just need to make sure that we know what we are going to do, and what is going to be different before more homes are added in that area."*

11) Billy Thorne, spoke earlier this evening, and now wishes to address the Council regarding the rezoning of 1501 Hunters Point Pike. He is very concerned that the traffic and the flooding issues in this area will cause problems for citizens who live in the area, as well as, citizens who simply travel through this area.

Mr. Thorne mentioned a Tennessee Department of Transportation (TDOT) study on Hwy 231 North, pertaining to the Marlene Gibbs property and now we approaching another property one half mile down the road. Mr. Thorne questioned how we can continue to add so many homes to that one single road; not mention overloading a second road, emptying Carver Lane out to the Hartmann Drive corridor. Mr. Thorne noted whatever traffic does not turn off onto Hartmann goes down through Hwy 231 by way of the Lebanon Square, which takes traffic down to a single lane. Councilor Jewell noted for the record there is no TDOT Study, there this is simply a meeting with TDOT to discuss citizens issues with the road and not a study.

Mr. Thorne asked, *"I am asking you and I am pleading with ya'll, before you consider doing all these things, there has got to be something done with the one single that brings traffic in from north Wilson County to Lebanon. We cannot continue to go down this same road. I have grave concerns for myself, for my family and for my neighbors. I have a question for ya'll. Are ya'll ready to assume that responsibility--for the health and welfare of everybody that lives out there?"*

Communication from Mayor:

Mayor Craighead asked citizens to come to the Jammin with the General this Thursday evening.

Reports from Mayor Pro Tem / Committees / Aldermen / Officers:

1) Councilor Lanny Jewell discussed the parking concerns on Madrid Drive and has spoken with the Police. He actually wanted to brag on the Police for their swift action in an instance in his ward. It was nice to see them in action.

2) Councilor Fred Burton questioned if mosquito spraying in hot spots and overgrown areas is still being done.

3) Councilor Rob Cesternino has noted a lot of growth. He emphasized that he would like to Agenda to go out earlier.

- 4) Councilor Bernie Ash thanked his neighbors for coming.
- 4) Councilor Bernie Ash thanked his neighbors in his ward for coming and voicing their opinions.
- 5) Councilor Tick Bryan is concerned about the speeding in this town. People need to slow down.
- 6) Councilor Rick Bell is glad to see Councilor Burton watches the View, in his mentioning of Pokémon Go. Councilor Bell agrees the clerical errors in the Agenda and Minutes of the Planning Commission need to be addressed. He also noted that Ward 6 is ripe for growth.

Consent Agenda:

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

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

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. (*Line Item Transfer – Before & After the Fact*)

PASSED SECOND/FINAL READING NO OBJECTIONS

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.

PASSED SECOND/FINAL READING NO OBJECTIONS

Old Business:

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)

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

Councilor Jewell called for discussion.

Councilor Ash requested a roll call vote.

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

Jewell:	no
Burton:	yes
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.

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)

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

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

Jewell:	no
Burton:	yes
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.

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

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

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

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

Main motion passed with a majority vote of 4 yes and 2 no. Ordinance was read and passed on second/final reading.

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)

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

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

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

Main motion passed with a majority vote of 4 yes and 2 no. Ordinance was read and passed on second/final reading.

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)

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

Ordinance No. 16-5265, 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.

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

New Business:

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)

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

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.

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

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)

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

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)

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

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)

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

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)

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

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)

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

Ordinance No. 16-5270, first reading, 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) (162 acres; Tax Map 58, Parcel 68), by Paul Corder, Planning Director. (Request by Staff)

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

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

Jewell: no
Burton: yes
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.

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)

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

Mayor Craighead called for a roll call vote.

Councilors voted as follows:

Jewell: no

Burton: yes

Cesternino: yes

Ash: no

Bryan: yes

Bell: yes

Main motion passed with a majority vote of 4 yes and 2 no. Ordinance was read and passed on first reading.

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)

Motion was made by Councilor Ash, seconded by Councilor Burton, to defer said Ordinance until the second meeting in August, which would be August 16, 2016. Motion carried unanimously. Ordinance was read and deferred until August 16, 2016 on first reading.

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)

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. 16-1956, 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.

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

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)

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

Ordinance No. 16-5275, 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. (*Budget Amendment – Before the Fact*)

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

Ordinance No. 16-5276, 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.

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

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.

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

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.

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

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.

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

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

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

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.

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

Ordinance No. 16-5278, 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.

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

The Regular City Council Meeting of July 19, 2016 adjourned at 7:28 p.m.

Attest:

Approved:

Robert D. Springer
Commissioner of Finance & Revenue

Philip Craighead
Mayor

Secretary:

Jaci Diebner

REVISED

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. The properties addressed on Martha Circle will be changed as follows:

65 Martha Cir - 1649 Powell Grove Rd

76 Martha Cir - 3301 Highway 109 N

100 Martha Cir - 1599 Powell Grove Rd

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.

REVISED

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

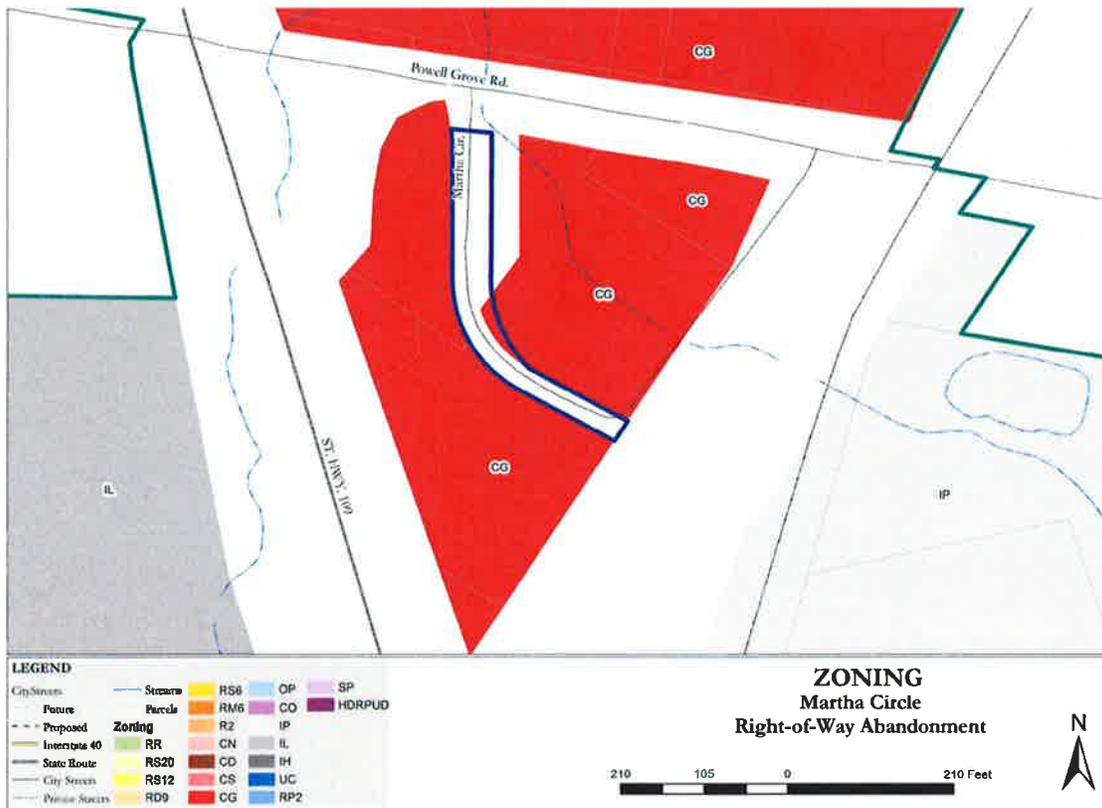
Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____



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.
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



STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986

July 12, 2016

Honorable Philip Craighead, Mayor
City of Lebanon
200 North Castle Heights Avenue, Suite 100
Lebanon, TN 37087

Dear Mayor Craighead:

This letter and report, and the plan of refunding (the "Plan"), are to be posted on the website of the City of Lebanon (the "City"). Please make these documents available to the public and provide a copy of this report to each member of the Governing Body and present it at the next meeting.

This letter acknowledges receipt on July 11, 2016, of the City's request to review its Plan for the issuance of an amount not to exceed \$5,000,000 General Obligation Refunding Bonds, Series 2016, (the "Refunding Bonds") to advance refund an estimated:

- \$1,515,000 General Obligation Improvement Refunding Bonds, Series 2008,

and to current refund an estimated:

- \$718,279 Loan Agreement with the Public Building Authority of the City of Clarksville, TN, Dated May 31, 2011 (City portion); and,
- \$2,346,000 Loan Agreement with the Public Building Authority of the City of Clarksville, TN, Dated July 8, 2011 (Water and Sewer portion).

These are collectively the "Refunded Bonds." The total amount of refunded principal is \$4,579,279.

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

City's Proposed Refunding Objective

The City indicated the purpose of the refunding is to achieve net present value debt service savings and to remove variable interest rate risk.

Balloon Indebtedness

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

Private Negotiated Sale Approval

The approval of this Office is required when a City desires to sell refunding general obligation bonds through a negotiated sale process. The City has requested approval to sell the Refunding Bonds through negotiated sale. This letter constitutes approval to negotiate the sale of the Refunding Bonds, conditioned upon the requirement that the Bonds are sold with the debt service payment schedule having the same principal repayment schedule as presented in the plan or the principal repayment schedule is accelerated.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy, and within forty-five days (45) of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the City amends its policy, please submit the amended policy to this office.

Financial Professionals

The City has not reported a municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The City prepared the Plan with the assistance of its proposed underwriter Piper Jaffray.

Report of the Review of a Plan of Refunding

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time, we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Either the Chief Executive Officer or the Chief Financial Officer of the local government must submit such statement. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifies our Office that the plan of refunding which has been submitted is no longer valid.

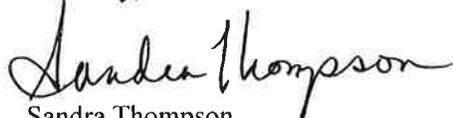
We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, if it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences, and that the local government was aware of the differences and determined to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than fifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the issuance of the proposed indebtedness.

Report On Debt Obligation

We are enclosing State Form CT-0253, Report on Debt Obligation. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to stateandlocalfinance.publicdebtform@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at <http://www.comptroller.tn.gov/sl/pubdebt.asp>.

If you should have any questions regarding this letter or the following report, please feel free to call us.

Sincerely,



Sandra Thompson
Director of the Office of State & Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Robert Springer, City of Lebanon
Mr. Whit Moloney, Piper Jaffray
Ms. Lillian Blackshear, Bass, Berry & Sims

Enclosures: Report of the Director of the Office of State & Local Finance
Report on Debt Obligation

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016
BY THE CITY OF LEBANON, TENNESSEE**

The City of Lebanon (the "City") submitted a plan of refunding (the "Plan"), as required by T.C.A. § 9-21-1003 regarding the issuance of an amount not to exceed \$5,000,000 General Obligation Refunding Bonds, Series 2016, (the "Refunding Bonds") to advance refund an estimated:

- \$1,515,000 General Obligation Improvement Refunding Bonds, Series 2008,

and to current refund an estimated:

- \$718,279 Loan Agreement with the Public Building Authority of the City of Clarksville, TN, Dated May 31, 2011 (City portion); and,
- \$2,346,000 Loan Agreement with the Public Building Authority of the City of Clarksville, TN, Dated July 8, 2011 (Water and Sewer portion).

These are collectively the "Refunded Bonds." The total amount of refunded principal is \$4,579,279.

The Plan was prepared with the assistance of the City's proposed underwriter, Piper Jaffray. This Office has not performed an evaluation of the preparation, support, and underlying assumptions of the Plan. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different from that of the Plan. The City provided a copy of its debt management policy.

Balloon Indebtedness

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtedness. If the Refunding Bonds' structure is revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness. If it is determined that the bond structure constitutes balloon indebtedness, the City must submit a Plan of Balloon Indebtedness to the Director of the Office of State and Local Finance for approval prior to the City adopting the resolution authorizing the issuance of the debt.

City's Proposed Refunding Objective

The City indicated the purpose of the refunding is to achieve net present value debt service savings and to remove variable interest rate risk.

Refunding Analysis

- The results of the refunding are based on the assumption that an estimated \$4,400,000 Refunding Bonds will be sold by negotiated sale and priced at a premium of \$366,432.
- The City will contribute \$36,000 from cash on hand to fund the transaction.
- The net present value savings are projected to be \$400,384, or an approximate 8.74% of the refunded principal of \$4,579,279.
- The final maturity of the Refunding Bonds does not extend beyond the final maturity of the Refunded Bonds.
- Estimated cost of issuance of the Refunding Bonds is \$66,800, or \$15.18 per \$1,000 of par amount. See Table 1 for individual costs of issuance.

Table 1
Costs of Issuance of the Refunding Bonds

	Amount	Price per \$1,000 bond
Underwriter (Piper Jaffray)	\$ 30,800.00	\$ 7.00
Bond Counsel (Bass Berry & Sims)	17,000.00	3.86
Rating Agency Fees	13,500.00	3.07
Other Costs	5,500.00	1.25
Total Cost of Issuance	\$ 66,800.00	\$ 15.18

The City has not reported a municipal advisor. Municipal advisors have a fiduciary responsibility to the City. Underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests. The City prepared the Plan with the assistance of its proposed underwriter, Piper Jaffray.

This report of the Office of State and Local Finance does not constitute approval or disapproval by the Office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If not all of the Refunded Bonds are refunded as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this Office for review.



Sandra Thompson
Director of the Office of State and Local Finance
Date: July 13, 2016

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

Approved as to form:

City Attorney

Passed first reading:

7/19/16

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	<u><i>Randy Lavin</i></u>	DATE	<u>7/8/16</u>
DEPARTMENT HEAD	_____	DATE	_____
COMM. OF FINANCE	<u><i>Robert D. Spring</i></u>	DATE	<u>7/8/16</u>
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: 7/19/16

Passed second reading: _____

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:

7/19/16

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:

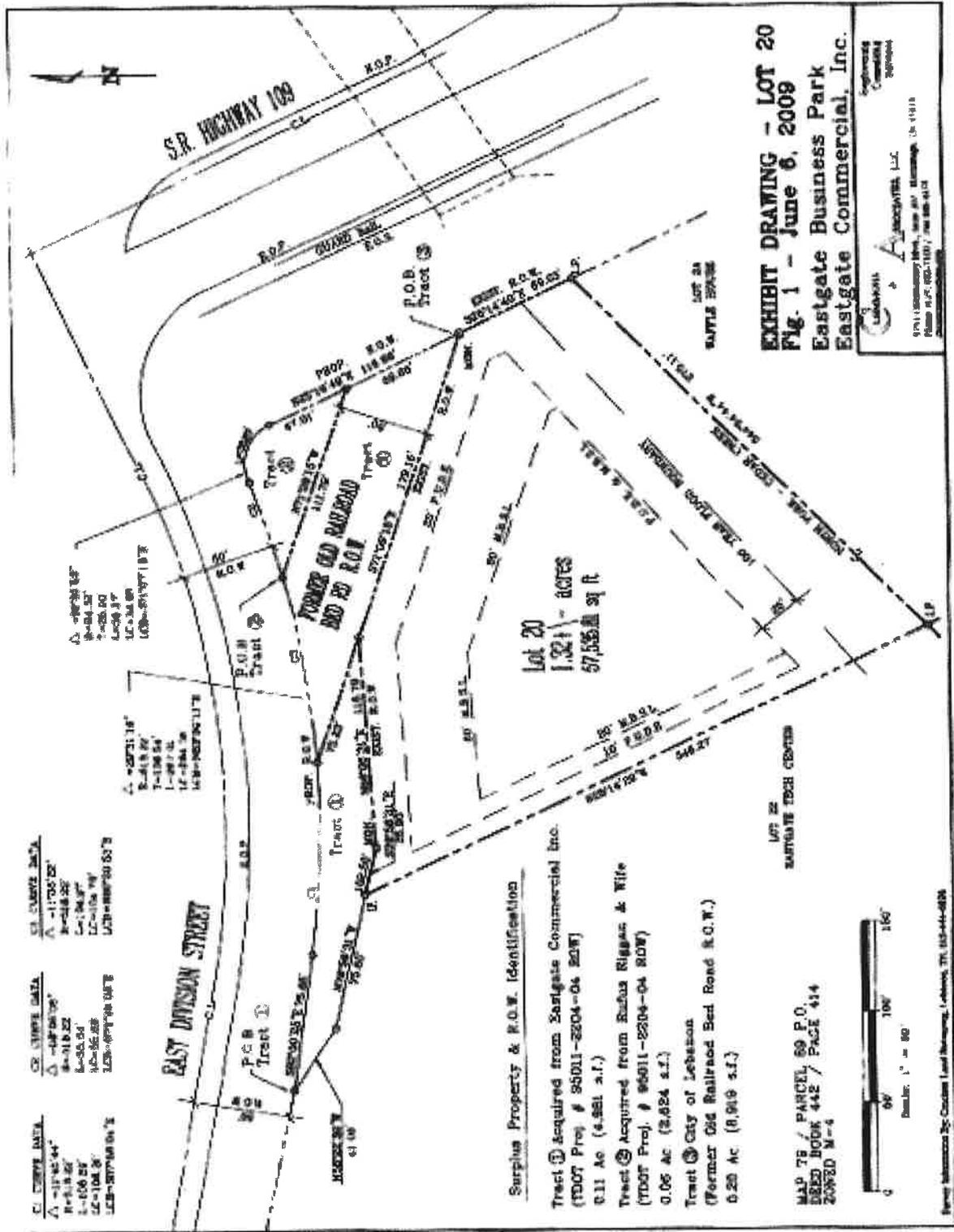
Beginning on an iron pin in the proposed south margin of East Division Street, said pin being the northwest corner of the tract herein described, thence with said proposed margin of said road as follows: along a curve, said curve having a central angle of 06 degs. 09 mins. 08 secs., a radius of 518.22 feet, a chord of north 71 degs. 28 mjns. 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.

Exhibit B



C. CURVE DATA	C. CURVE DATA	C. CURVE DATA
Δ = 11°42'44"	Δ = 11°00'20"	Δ = 11°00'20"
R = 118.22'	R = 118.22'	R = 118.22'
L = 456.25'	L = 456.25'	L = 456.25'
LC = 104.8'	LC = 104.8'	LC = 104.8'
LCB = 277.648 1/2'	LCB = 277.648 1/2'	LCB = 277.648 1/2'

Surplus Property & R.O.W. Identification

Tract ① Acquired from Eastgate Commercial Inc.
(TDOT Proj # 95011-2204-04 ROW)
0.11 Ac (4,981 s.f.)

Tract ② Acquired from Rufus Riggan & Wife
(TDOT Proj # 96011-2204-04 ROW)
0.06 Ac (2,624 s.f.)

Tract ③ City of Lebanon
(Former Old Railroad Bed Road R.O.W.)
0.20 Ac (8,919 s.f.)

MAP 78 / PARCEL 69 P.O.
DEED BOOK 442 / PAGE 414
2008D M-4



Survey Information by: Charles Land Surveying, Lebanon, TN, 615-444-8828

EXHIBIT DRAWING - LOT 20
Fig. 1 - June 6, 2009
Eastgate Business Park
Eastgate Commercial, Inc.

Eastgate Commercial, Inc.
 9711 Commercial Blvd., Suite 200, Memphis, TN 38118
 Phone: 901-652-1107 Fax: 901-652-1111

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: 7/19/16

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:

RESOLUTION NO. 15-1892

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF UNADDRESSED PROPERTY ON US HWY 231/ HUNTERS POINT PIKE (TAX MAP 45 PARCELS 26 and 26.04) TO BE ADDED TO WARD 1

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

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

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation and zoning to the Mayor and City Council by a vote of 8-0 at their May 24, 2016 Meeting.

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

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

**November 19, 2015
Marlin/Gibbs Annexation on Hunters Point Pike/US Hwy 231**

The City of Lebanon, Tennessee, is pursuing the annexation of about 107.48 acres of unaddressed property on US Hwy 231/Hunters Point Pike as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

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

Introduction

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

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

The owner of the property unaddressed property on US Hwy 231/Hunters Point Pike has asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE

Planning Commission Application
Rezoning General Information and Checklist



Title of Project Martin/Gibbs Property (Station Points Sub-Division)
 Street Location U.S. Hwy 231
 Tax Map/Group Number 45 Parcel Number 28
 Total Acreage 107.48 ac (R.O.W. & Property)

Approval Requested:

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

Owner/Developer:

Name Jerry Earwood (Gibbs/Martin)
 Address 655B Lelper Creek Rd
Columbia, TN 38401
 Telephone Number (615) 440-3833
 Fax Number _____ E-Mail _____

Surveyor/Engineer:

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

Information required for all applications:

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

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

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

CITY OF LEBANON, TENNESSEE

Planning Commission Application Annexation & Zoning General Information and Checklist



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

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

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

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



Signature of Applicant

 Nashville At Hubbs LLC

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

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



Signature of Applicant or Applicant's Agent

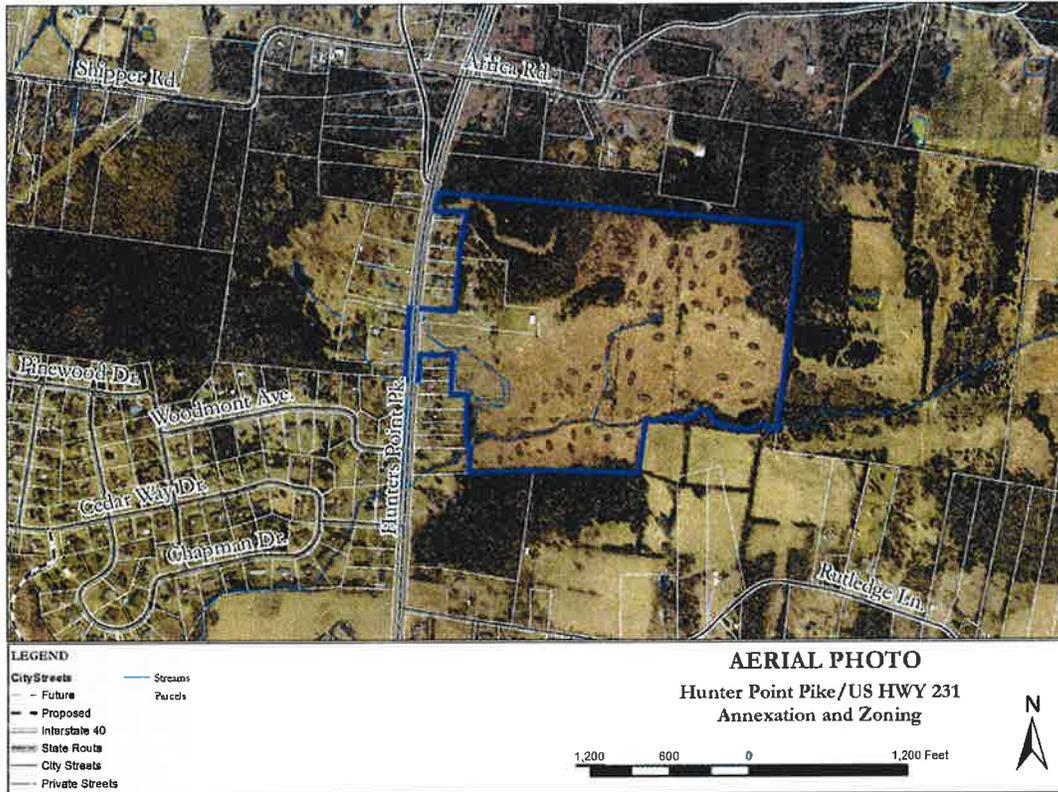
200 North Castle Heights Avenue • Lebanon, Tennessee 37087 • (615) 444-3647 • Fax (615) 443-2899

Paul,

This email is just to confirm that as we have verbally stated over the past week, we are now requesting RS20 zoning for the referenced annexation and zoning.

I just wanted to make sure you have this in writing.

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



Legal Description

Tract 1 Description

Beginning at a point in the Eastern Right-of-Way line of Highway 231. Said point being the Northwest Corner of the James E Barry Property as recorded in deed book 248, page 373, ROWC (Register's Office for Wilson County), and a common corner with Tract 1 of the Marlin Property as recorded in deed book 996, page 1073, ROWC.

Thence, following the Eastern Right-of-Way line of Highway 231, North 03°53'02" East, a distance of 259.48 feet to a common corner with Tract 2 of the Marlin property as recorded in deed book 996, page 1073, ROWC;

Thence, leaving the Eastern Right-of-Way line of Hwy 231, along a common boundary line with said Tract 2 of the Marlin property, the following eight (8) calls: South 84°37'25" East, a distance of 442.94 feet to a point;

Thence, South 38°51'09" East, a distance of 14.30 feet to a point;

Thence, South 84°37'25" East, a distance of 183.00 feet to a point;
 Thence, South 84°15'21" East, a distance of 264.14 feet to a point;
 Thence, North 01 °52'50" East, a distance of 192.08 feet to a point;
 Thence, North 84 °30' 47" West, a distance of 259.98 feet to a point;
 Thence, North 03°06'19" East, a distance of 329.62 feet to a point;
 Thence, North 84°37'25" West, a distance of 362.95 feet to a point in the eastern
 boundary line of David Lee Primm property, as recorded in deed book 216, page
 3, ROWC.
 Thence, along the common boundary with the said David Lee Primm property and also
 the Charles D. Whitefield property, as recorded in deed book 250, page 151,
 ROWC, the following two (2) calls: North 05°52'35" East, a distance of 348.28
 feet to a point;
 Thence, North 84°54'32" West, a distance of 231.71 feet to a point in the Eastern Right-
 of-Way line of Highway 231;
 Thence, the common boundary line with said Charles D. Whitefield property and
 following the Eastern Right-of-Way of Hwy 231, along a curve to the right,
 having a radius of 5680.00 feet a length of 110.10' feet and a chord bearing North
 11°48'40" East, a distance of 110.10' feet to a common corner with Charles D.
 Whitefield property, as recorded in deed book 383, paged 125, ROWC;
 Thence, leaving the Eastern Right-of-Way line of Hwy 231, and along the shared
 boundary with said Charles D. Whitefield property, the following thirteen (13)
 calls: South 84°54'32" East, a distance of 315.47 feet to a point;
 Thence, South 83°42'28" East, a distance of 314.86 feet to a point;
 Thence, South 83°38'29" East, a distance of 148.15 feet to a point;
 Thence, South 82°34'53" East, a distance of 505.31 feet to a point;
 Thence, South 82°51'58" East, a distance of 364.86 feet to a point
 Thence, South 83°47'35" East, a distance of 487.78 feet to a point;
 Thence, South 83°15'17" East, a distance of 335.31 feet to a point;
 Thence, South 83°21'38" East, a distance of 299.68 feet to a point;
 Thence, South 06°42'37" West, a distance of 228. 74 feet to a point;
 Thence, South 06°44'06" West, a distance of 419.38 feet to a point;
 Thence, South 07°18'57" West, a distance of 408.17 feet to a point;
 Thence, South 07°42'19" West, a distance of 382.02 feet to a point;
 Thence, South 07°58'23" West, a distance of 103.15 feet to a common corner with the Billy
 Thorne property, as recorded in deed book 111, page 178, ROWC;
 Thence, leaving the common boundary with said Charles D. Whitefield property and along the
 common boundary with said Billy Thorne property, the following seven (7) calls: North
 85°01'38" West, a distance of 104.07 feet to a point;
 Thence, North 82°08'24" West, a distance of 542.83 feet to a point;
 Thence, North 84°57'44" West, a distance of 344.89 feet to a point;
 Thence, South 08°24'15" West, a distance of 379.47 feet to a point;
 Thence, North 89°45'30" West, a distance of 171.12 feet to a point;
 Thence, South 89°22' 43" West, a distance of 130.67 feet to a point;

Thence, South 88°40'48" West, a distance of 528.94 feet to a common corner with the Billy Thorne Property, as recorded in deed book 461, page 823, ROWC;

Thence, leaving the common boundary with said Billy Thorne property and along a common boundary line with said Billy Thorne property, South 89°50'59" West, a distance of 456.22 feet to a common corner with the Garvis York property, as recorded in deed book 358, page 17, ROWC;

Thence, leaving the common boundary with said Billy Thorne property and along a common boundary line with said Garvis York property, the following two (2) calls: North 02°53'38" East, a distance of 194.48 feet to a point;

Thence, South 87°17'09" West, a distance of 17.34 feet to a common corner with the Jerry Lee Rigsby property, as recorded in deed book 169, page 599, ROWC;

Thence, leaving the common boundary with said Garvis York property and along a common boundary line with said Jerry Lee Rigsby property, the following two (2) calls: North 04°14'52" West, a distance of 32.21 feet to a point;

Thence, North 13°42'27" West, a distance of 70.15 feet to a common corner with the Jalene Fiveash Williams property, as recorded in deed book 431, page 8721 ROWC;

Thence, leaving the common boundary with said Jerry lee Rigsby property and along a common boundary line with said Jalene Fiveash Williams property, and also a common boundary line with Joy D. Haller property, as recorded in deed book 892, page 2461, ROWC, and also a common boundary line with Kay Parker Maynard, as recorded in deed book 397, page 491, ROWC, following two (2) calls: North 02°56'25" East, a distance of 309.62 feet to a point;

Thence, South 89°48'02" West, a distance of 131.33 feet to a common corner with the Robert Carson Vaughn property, as recorded in deed book 142, page 370, ROWC;

Thence, leaving the common boundary with said Kay Parker Maynard property and along a common boundary line with said Robert Carson Vaughn property, North 02°18'14" East, a distance of 99.93 feet to a common corner with Melinda Bradshaw, as recorded in deed book 838, page 1891, ROWC;

Thence, leaving the common boundary with said Robert Carson Vaughn property and along common boundary with said Melinda Bradshaw property, North 03°41'37" East, a distance of 100.02 feet to a common corner with James E Barry, as recorded in deed book 248, page 373, ROWC;

Thence, leaving the common boundary with said Melinda Bradshaw property and along a common boundary line with said property James E Barry, the following two (2) calls: North 03°44'49" East, a distance of 100.68 feet to a point;

Thence, North 89°40'36" West, a distance of 251.53 feet to the Point of Beginning.

Containing 4,355,218 square feet, or 99.98 acres, more or less.

Right-of-way 1 Description

Beginning at a point in the Eastern Right-of-Way line of Highway 231. Said point being the Northwest Corner of the James E Barry Property as recorded in deed book 248, page 373, ROWC (Register's Office for Wilson County), and a common corner

with Tract 1 of the Marlin Property as recorded in deed book 996, page 1073, ROWC. Thence, following the Eastern Right-of-Way line of Highway 231, the following two (2) calls; South 04°13'30" West, a distance of 103.09 feet to a point, being the Northwest corner of Melinda Bradshaw property, as recorded in deed book 838, page 1891, ROWC;

Thence, South 03°11'26" West, a distance of 99.93 feet to a point, being the Southwest corner of said Melinda Bradshaw property;

Thence, leaving the Eastern Right-of-Way line of Highway 231, North 86°48'34" West, a distance of 104.09 feet, to a point in the Western Right-of-Way line of Highway 231.

Thence, along the Western Right-of-Way line of Highway 231, the following three (3) calls: North 03°11'26" East, a distance of 100.86 feet to a point;

Thence, North 04°13'30" East, a distance of 103.72 feet to a point;

Thence, North 03°53'02" East, a distance of 259.17 feet to a point;

Thence, Leaving the Western Right-of-Way line of Highway 231, South 86°06'58" East, a distance of 104.09 to a point in the Eastern Right-of-Way Line also being a common in the Western Boundary of Tracts 1 & 2 of the Marlin Property as recorded in deed book 996, page 1073, ROWC;

Thence, along the Eastern Right-of-Way line South 03°53'02" West, a distance of 259.48, to the Point of Beginning

Containing 48,207 square feet, or 1.11 acres, more or less.

Tract 2 Description

Beginning at a point in the Eastern Right-of-Way line of Highway 231. Said point being the Southwest Corner of the Clyde Leftwich Property as recorded in deed book 174, page 57, ROWC (Register's Office for Wilson County), and a common corner with Tract 2 of the Marlin Property as recorded in deed book 996, page 1073, ROWC. Thence, leaving the Eastern Right-of-Way line of Highway 231 and along the common boundary with said Clyde Leftwich property the following two (2) calls: South 84°37'25" East, a distance of 250.21 feet to a point;

Thence, North 06°17'25" East, a distance of 161.72 feet to a common corner with the Geraldine Gaines property as recorded in deed book 173, page 311, ROWC;

Thence, along the common boundary with said Geraldine Gaines property, and the common boundary with the Homer Morrison property as recorded in deed book 184, page 336, ROWC, and the common boundary with the David Lee Primm property as recorded in deed book 216, page 3, ROWC, North 05°52'35" East, a distance of 247.95 feet to a point, also being a common corner with Tract 1 of the Marlin Property as recorded in deed book 996, page 1073, ROWC;

Thence, leaving the common boundary with said David Lee Primm property and along the common boundary with said Tract 1 of the Marlin Property the following eight (8) calls: South 84°37'25" East, a distance of 362.95 feet to a point;

Thence, South 03°06'19" West, a distance of 329.62 feet to a point;

Thence, South 84°30'47" East, a distance of 259.98 feet to a point;

Thence, South 01°52'50" West, a distance of 192.08 feet to a point;

Thence, North 84°15'21" West, a distance of 264.14 feet to a point;
Thence, North 84°37'25" West, a distance of 183.00 feet to a point;
Thence, North 38°51'09" West, a distance of 14.30 feet to a point;
Thence, North 84°37'25" West, a distance of 442.94 feet to a point in the Eastern Right-of-Way Line of Highway 231;
Thence, leaving the common boundary with said Tract 1 of the Marlin Property and along the Eastern Right-of-Way Line of Highway 231, North 03°53'02" East, a distance of 100.03 feet to the Point of Beginning.

Containing 268,314 square feet, or 6.16 acres, more or less.

Right-of-way 2 Description

Beginning at a point in the Eastern Right-of-Way line of Highway 231. Said point being the Southwest Corner of the Clyde Leftwich Property as recorded in deed book 174, page 57, ROWC (Register's Office for Wilson County), and a common corner with Tract 2 of the Marlin Property as recorded in deed book 996, page 1073, ROWC. Thence, following the Eastern Right-of-Way line of Highway 231, South 03°53'02" West, a distance of 100.03 feet to a point, being a common corner between Tracts 1 & 2 of said Marlin Property;
Thence, leaving the Eastern Right-of-Way Line of Highway 231, North 86°06'58" West, a distance of 104.09 feet to a point in the Western Right-of-Way Line of Highway 231;
Thence, following the Western Right-of-Way Line of Highway 231, North 03°53'02" East, a distance of 100.03 feet to a point;
Thence, leaving the Western Right-of-Way Line of Highway 231, South 86°06'26" East, a distance of 104.09 feet to the Point of Beginning

Containing 10,413 square feet, or 0.24 acres, more or less.

Tract 1, Right-of-way 1, Tract 2 and Right-of-way 2 containing 4,682,264.2 square feet, or 107.49 acres, more or less.

Plan for Serving the Annexation Area

1. Police Protection

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

2. Fire Protection

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

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

- a. Domestic Water – The Water Department currently has an 8” water line on the west side of the referenced property.
- b. Sanitary Sewer – Sewer will need to be extended by the applicant. The estimated cost will be **\$66,000**.
- c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.

4. Electric Service and Street Lighting

There are existing Middle Tennessee Electric power lines on these lots.

5. Public Works

- a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.
- b. Sanitation – City sanitation services will be available at the time of annexation.
- c. Street and Right-of-Way Repair and Maintenance – About 1.30 acres of US 231 right-of-way will be part of this annexation. This section of road will continue to be maintained by TDOT.
- d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

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

7. Schools

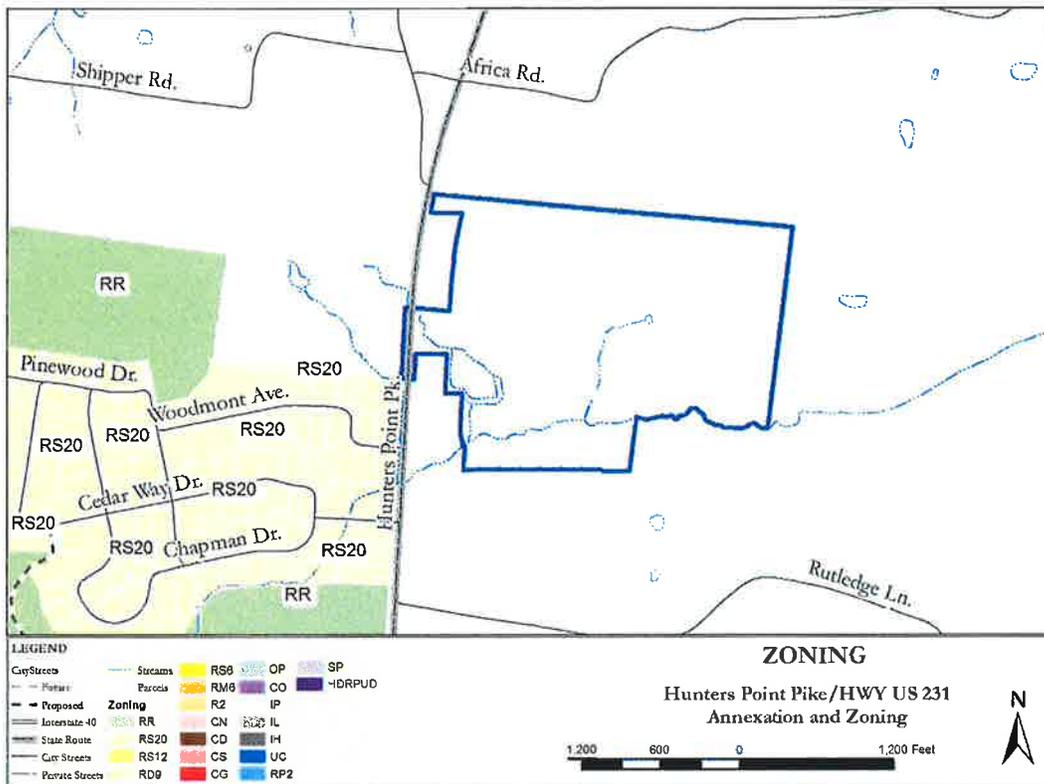
Neither Wilson County Schools nor Lebanon Special Schools anticipated any noticeable effect from the annexation.

8. Inspection and Codes Enforcement

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

9. Planning and Zoning

- a. The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.
- b. The requested zoning for the annexation is RS20 (Low Density Single Family Residential).



- c. The current Future Land Use Plan classification for this area is LDR (Low Density Residential).

10. Animal Shelter

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

11. Voting Rights and City Elections

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

Revenue

The total appraised property value for the parcel in the annexation area is about **\$626,700**. This equals an assessed value of about **\$156,675** for two residential property. The property tax generation from these properties as two residential properties in the City would be about **\$952** per year. The estimated cost to serve this property is **\$141,000**. The cost of service will be the responsibility of the developer.

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

Notice of the Public Hearing was published in the Wilson Post on July 15, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on August 2, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: July 5, 2016

City Attorney

Passed second reading: _____

RESOLUTION NO. 15-1889

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

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

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

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation and zoning to the Mayor and City Council by a vote of 8-0 at their May 24, 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 landowner when it appears that the prosperity of the municipality and the territory will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed. The City of Lebanon hereby determines that the prosperity of the municipality and territory described herein will be materially retarded and the welfare of the inhabitants and property endangered if the property is not annexed.

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

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

Notice of the Public Hearing was published in the Wilson Post on July 15, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on August 2, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

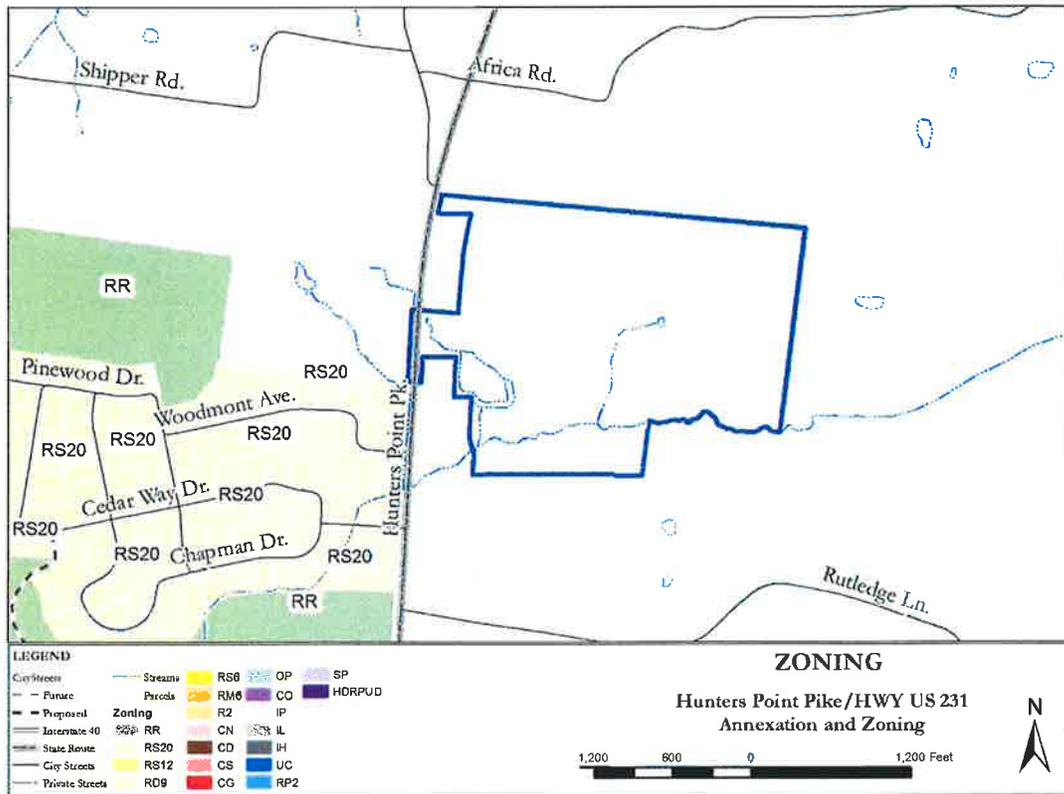
Mayor

Approved as to Form:

Passed first reading: July 5, 2016

City Attorney

Passed second reading: _____



Zoning Ordinance No. 15-5038

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY ZONING PROPERTY AT UNADDRESSED PROPERTY ON US HWY 231/ HUNTERS POINT PIKE (TAX MAP 45 PARCELS 26 AND 26.04) RS20 – LOW DENSITY SINGLE FAMILY DISTRICT IN WARD 1

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

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

WHEREAS, the owner is asking for the RS20 zoning to continue the residential zoning on Hunters Point Pike; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this zoning to the Mayor and City Council by a vote of 8-0 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, zoned RS20 – Low Density Single Family District:

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on July 15, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers on August 2, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

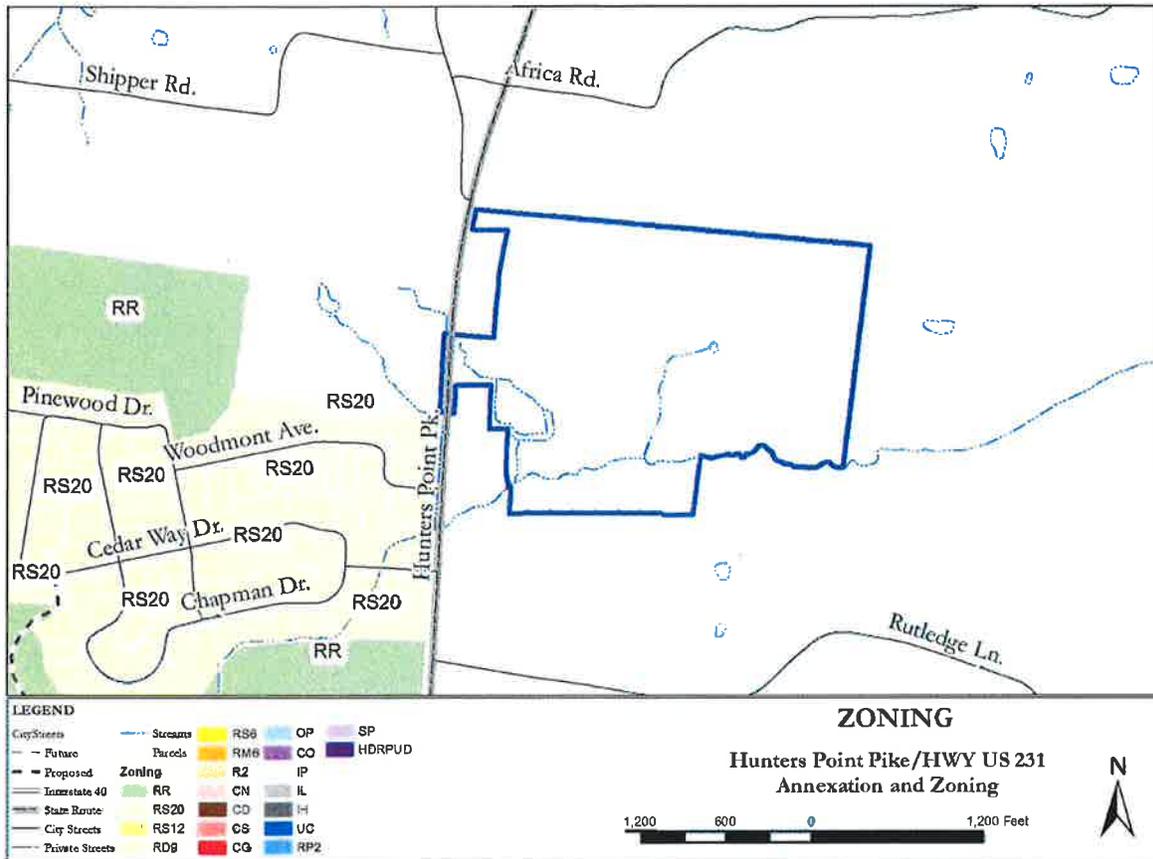
Mayor

Approved as to form:

City Attorney

Passed first reading: July 5, 2016

Passed second reading: _____



ORDINANCE NO. 16-5279

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE THE DISPOSAL AGREEMENT WITH REPUBLIC SERVICES

WHEREAS, it is necessary to extend the waste disposal agreement with Republic Services, Inc. in order to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, such Disposal Agreement will take effect March 1, 2017; and

WHEREAS, the Disposal Agreement is attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute the Disposal Agreement with Republic Services, Inc., attached hereto by reference as if appearing verbatim herein.

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: _____



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : City of Lebanon, TN
Address : 410 Park Drive
City, St, & Zip : Lebanon, TN 37087
Contact Name : _____ Phone Number : 615-444-0825
FED ID # : _____ PO Number/Job # : _____

Republic Services Landfill Name : Middle Point Landfill
Address : 750 E Jefferson Pike
City, St, & Zip : Murfreesboro, TN 37130
Contact Name : Terri Young Phone Number : (615) 895-3556

Contract Effective Date : March 1, 2017. 5 year Contract, with 5, one (1) year renewals, mutually agreed upon by both parties with 60 day notice.

Waste Types : Municipal Solid Waste

Unit of Measure for Billing : Yards

Disposal Fee : \$11.61 yd., Annual increase of CPI Water/Sewer/Trash, 3% Max, on anniversary date starting 3/1/17.
Taxes/Host Fee/Charges : \$1.25 State of TN/\$1.20 Host Fee. State of TN charge subject to change
Administrative Fee : None
Environmental Fee : None
Fuel Recovery Fee : None
Other Fees (ADEM Fee) : None

Invoice Period : Monthly (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days of Invoice Date

Minimum Volume : N/A / Unit of Measure Above / Month/Quarter/Year
Maximum Volume : N/A / Unit of Measure Above / Month/Quarter/Year

Special Instructions : _____

CUSTOMER AGREES TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

BY: City of Lebanon, TN

BY: REPUBLIC SERVICES

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Hauler shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Hauler shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. Delivery Procedures: Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Hauler that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic Services shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic Services shall have the right to terminate this Agreement. Hauler's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to haulers utilizing the Landfill as Republic Services may modify such procedures from time to time.

(c) Hauler's Compliance with Applicable Laws. Hauler shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) Title to Waste. Hauler represents and warrants to Republic Services that either Hauler or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Hauler to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Hauler shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Hauler or its customer and shall never be deemed to pass to Republic Services.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of two years. Upon expiration or termination of this Agreement, the obligations of Hauler to deliver and of Republic Services to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees

(a) Fees. Hauler shall pay Republic Services a disposal fee (the "Disposal Fee") for all Acceptable Waste Hauler delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Hauler shall pay such fees as Republic Services may impose from time to time by notice to Hauler (including, by way of example only, administrative fees and environmental fees), with Republic Services to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Hauler shall pay Republic Services a fuel recovery fee in the amount shown on each of Republic Services' invoices, which amount Republic Services may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).

(b) Payment; Deposit. Republic Services shall transmit an itemized invoice to Hauler of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Hauler shall pay all invoices within 30 days after receipt of invoice. If Hauler does not make payment by such date, Hauler shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Hauler also shall pay a fee of \$50 (which Republic Services may increase from time to time by notice to Hauler) for each check submitted by Hauler that is an insufficient funds check or is returned or dishonored. At any time after Republic Services becomes concerned about Hauler's creditworthiness or after Hauler has made any late payment, Republic Services may request, and if requested Hauler shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Hauler shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic Services shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Hauler and accepted by Republic Services for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic Services to Hauler.

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement by the percentage increase, if any, in the December Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, CPI-U, U.S. City Average, Water/Sewer/Trash, 1982-84 = 100 (the "Consumer Price Index"). If the Consumer Price Index ceases to be available, the parties shall use the most closely comparable index then available. The maximum increase annually is 3%.

(e) Shortfall Fee. At the end of each true-up period indicated on the cover of this Agreement (the "True-Up Period"), Republic Services shall determine the total volume of Acceptable Waste delivered by Hauler to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Hauler shall pay Republic Services a fee (the "Shortfall Fee") equal to the Disposal Fee multiplied by the volume by which Hauler was deficient during the True-Up Period. Republic Services shall invoice Hauler for, and Hauler shall pay Republic Services, any Shortfall Fee in accordance with Section 4(b).

(f) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic Services shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the "Price Increase Notice") to Hauler at least 30 days before the effective date of the increase. If Hauler does not object in writing (the "Objection Notice") to the price increase within 30 days after the date of the Price Increase Notice or if Hauler accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Hauler gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic Services shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic Services). If Republic Services does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic Services shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Hauler agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Hauler delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic Services, as Hauler's agent to cause such separation, with the cost of such separation to be paid by Hauler.

(b) Weighing and Inspection of Waste by Republic Services. Republic Services shall weigh all waste at the Landfill and the weight so determined shall be final and conclusive on both Hauler and Republic Services. Republic Services shall have the right, but not the obligation, to inspect any of Hauler's trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Hauler acknowledges and agrees that any failure by Republic Services to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Hauler from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Hauler delivers Unacceptable Waste to the Landfill, Republic Services may, in its sole discretion: (i) reject such Unacceptable Waste at Hauler's expense; or (ii) if Republic Services does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Hauler telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic Services may, as Hauler's agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Hauler all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Hauler otherwise elects to arrange for disposal of the Unacceptable Waste. If Hauler elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic Services reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Hauler does not dispose of the Unacceptable Waste within such time period, Republic Services may dispose of such Unacceptable Waste as Hauler's agent, without further notice to Hauler, and Hauler shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic Services to Hauler for Republic Services to dispose of Unacceptable Waste as Hauler's agent in emergency situations where in Republic Services' reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, "Unacceptable Waste" means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Hauler under this Agreement: (i) Hauler fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Hauler fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Hauler specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Hauler shall have occurred and be continuing, Republic Services shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic Services shall have the option to immediately terminate this Agreement unless during such period Hauler has taken remedial steps the effect of which would be to enable Hauler to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Hauler is then in default, Republic Services shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Hauler until such default is cured or this Agreement is terminated. If Republic Services stops accepting Acceptable Waste, Hauler shall pay Republic Services a service interruption fee in an amount determined by Republic Services in its discretion up to the maximum amount allowed by Applicable Law.

7. Indemnification. Hauler shall indemnify, defend (upon request by Republic Services) and hold harmless Republic Services and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the "Republic Services Indemnified Parties") from and against any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Hauler's breach of this Agreement, or (b) Hauler's negligence or willful misconduct.

8. Insurance. During the term of this Agreement, Hauler shall maintain the following insurance coverage's:

Workers' Compensation:

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability:

Bodily Injury/Property Damage	\$2,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

Commercial General Liability:

Bodily Injury/Property Damage	\$2,000,000 each occurrence
Combined – Single Limit	\$3,000,000 general aggregate

Pollution Legal Liability:

\$1,000,000

The insurance carriers providing the coverage required by this Section 8 shall be rated at least A X by A.M. Best. Hauler shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic Services before Hauler delivers any waste to the Landfill pursuant to this Agreement. The Certificates and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic Services. With the exception of the workers' compensation policy, Republic Services and the Republic Services Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and the insurance providers shall agree to waive their rights of subrogation against Republic Services.

9. General.

(a) Independent Contractor. Hauler and Republic Services shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Hauler may not assign this Agreement without Republic Services' prior written consent, which Republic Services may grant or withhold in its sole discretion. Republic Services may assign this Agreement without the consent of Hauler, and Hauler acknowledges and agrees that any such assignment by Republic Services shall release Republic Services from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

(f) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

LANDFILL DISPOSAL SERVICES AGREEMENT

This Agreement is made and entered into as of this 29 day of February, 1997, by and between the CITY OF LEBANON, TENNESSEE (hereinafter referred to as the "City") and BROWNING-FERRIS INDUSTRIES OF TENNESSEE, INC. (hereinafter referred to as "BFI").

WHEREAS, the City requested proposals for municipal solid waste disposal services pursuant to the City's Request for Proposal dated November, 1996; and

WHEREAS, BFI submitted its Proposal dated December 20, 1996 for disposal of municipal solid waste and the City deems that it is in the best interest of its citizens to accept BFI's Proposal and to engage BFI to dispose of the City's municipal solid waste at the Middle Point Landfill as reflected by the City's ordinance to such effect a copy of which is attached as a part of Collective Exhibit A hereto, and BFI desires to provide such disposal services in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the City and BFI agree as follows:

ARTICLE I

DEFINITIONS

- 1.01 RFP/Proposal Documents - The Request for Proposal for Disposal Services for Municipal Solid Waste and Special Waste, City of Lebanon, Tennessee, Department of Public Works, November, 1996, and BFI's Proposal Bid Rate and

Qualifications, a copy of which are attached as Collective Exhibit A hereto.

- 1.02 Hazardous Waste - Waste, in any amount, which is defined, listed, characterized or designated as hazardous by the United States Environmental Protection Agency or by any appropriate State agency pursuant to any federal law or regulations including, but not limited to, the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state law and regulations.
- 1.03 Middle Point Landfill - The Solid Waste disposal site located at 750 E. Jefferson Pike in Rutherford County, Tennessee.
- 1.04 Municipal Solid Waste - Any Solid Waste (excluding Special Waste and other Non-Conforming Wastes) generated within the corporate boundaries of the City.
- 1.05 Non-Conforming Waste - ~~Any Hazardous Waste, Special Waste and Radioactive, volatile, highly flammable, explosive, toxic, infectious or pathological substances or materials.~~
- 1.06 Solid Waste - Any garbage, trash, rubbish, brush, and other waste material allowed to be accepted for disposal under the governmental licenses, permits and approvals issued for the operation of the Middle Point Landfill and in existence at execution of this Agreement, but excluding any Non-Conforming Waste.

- 1.07 Special Waste - Any Solid Waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by BFI or requires approval from any State agency and/or BFI. Examples of such Special Waste types may include, but are not limited to: dead animals, white goods consisting of refrigerators which are not CFC purged, mining wastes, fly ash, combustion ash, sludges, drill cuttings, asbestos, industrial wastes, pollution control residue, debris or contaminated soil.
- 1.08 Ton - 2,000 pounds.

ARTICLE II

SCOPE

BFI shall furnish all labor, equipment and machinery necessary to provide landfill disposal services at the Middle Point Landfill for the disposal of all of the City's Municipal Solid Waste collected by the City or its contractors or franchisees which shall be delivered by the City or its contractors or franchisees to the Middle Point Landfill in accordance with and subject to the terms and conditions of this Agreement. ~~The scope of this Agreement does not include any Special Waste or any Non-Conforming Waste, (except for Special Wastes as described below) and, therefore, the City shall take all appropriate action to ensure that no Special /~~

~~Waste or other Non-Conforming Waste is transferred or loaded into, any of the City's collection vehicles hauling Municipal Solid Waste hereunder.~~ In addition, BFI will accept for disposal at the Middle Point Landfill separate loads of dead animals delivered by the City and any separate loads of other Special Wastes generated within the City's corporate limits and delivered by the City with respect to which BFI and the City mutually agree upon the disposal rate therefor and such Special Waste has been approved by BFI and all applicable governmental agencies for disposal at Middle Point Landfill.

ARTICLE III

LANDFILL DISPOSAL SERVICES

(a) Disposal by BFI. From and after the Service Commencement Date (as hereinafter defined) and throughout the initial term and any renewal term of this Agreement, BFI shall dispose of all of the Municipal Solid Waste delivered by the City, or its contractors or franchisees, to the Middle Point Landfill for disposal in accordance with and subject to the terms and conditions of this Agreement.

(b) Title to MSW. Title to Municipal Solid Waste shall be transferred to BFI at the time the same is accepted by BFI at the Middle Point Landfill. BFI shall have the right to reject any loads containing any materials other than Municipal Solid Waste. The amount of Municipal Solid Waste disposed of by BFI hereunder

shall be determined by certified scales at the Middle Point Landfill.

(c) Holidays. BFI may decide to observe any or all of the following holidays by suspension of hauling and/or landfill disposal services on such holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(d) Non-Exclusive Use by City. The City's use of the Middle Point Landfill hereunder shall be non-exclusive and, in addition to the City's Municipal Solid Waste, BFI shall have the absolute and unrestricted right to accept for disposal any other waste delivered to the Middle Point Landfill upon terms and conditions acceptable to BFI.

(e) Special Wastes. In the event the City and BFI agree upon the disposal of any Special Wastes at the Middle Point Landfill, then in addition to any label, marking, manifest or other such documentation required by any applicable law, regulation or permit, to provide to BFI, in advance of any shipment of Special Waste, a representative sample of the Special Waste to be disposed of by BFI, and a detailed written physical and chemical description or analysis of the Special Waste including, without limitation, a listing of unique characteristics and safety procedures, if such exists, that would be of significance to the handling of such Special Waste ("WCDS"). The City shall promptly furnish to BFI any information regarding known, suspected or planned changes in composition of any such Special Waste and the City shall accordingly update the WCDS. The City warrants that all Special

Waste specified in a WCDS and delivered to the Middle Point Landfill shall conform to the description set forth on the WCDS. Such Special Waste shall not be delivered to BFI for disposal until such WCDS and representative sampling are analyzed and approved by BFI. BFI shall have the right to reject loads of bulky Special Wastes if in BFI's judgment such loads would disrupt any normal operating procedures. BFI shall not be obligated to accept any white goods required to be CFC purged which are not tagged and certified as being CFC purged.

ARTICLE IV

MUNICIPAL SOLID WASTE COLLECTED BY OR ON BEHALF OF THE CITY

From and after the Service Commencement Date and throughout the initial term and any renewal term of this Agreement, the City shall deliver or cause to be delivered all Municipal Solid Waste collected by the City or its collection contractors or franchisees, as the case may be, to the Middle Point Landfill for disposal by BFI.

ARTICLE V

COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local laws and regulations pertaining to the collection and transportation of the Municipal Solid Waste. BFI shall comply with all applicable federal, state and local laws and regulations pertaining to the disposal of the Municipal Solid Waste at the Middle Point Landfill.

ARTICLE VI

CONTRACT RATE/ADJUSTMENTS/BILLING AND PAYMENT

(a) Base Contract Rate. The contract rate to be charged by BFI and paid by the City for the disposal services to be performed by BFI hereunder shall be eight dollars (\$8.00) per cubic yard of Municipal Solid Waste (plus the State surcharge, currently \$.85 per Ton, and any other adjustments as hereinafter provided).

(b) Adjustments. The contract rate, as may be adjusted from time to time, will be adjusted as follows:

- (i) The contract rate, as adjusted, hereunder shall be adjusted upon the commencement of the second and each subsequent year after the date hereof during the initial and any renewal terms of this Agreement by the same percentage of increase in the Consumer Price Index for All Urban Consumers (All Items-South 1982 - 1984 = 100) as published by the U.S. Department of Labor, Bureau of Labor Statistics, ("CPI") as follows; provided, however, that such CPI increase shall be limited to no more than four percent (4%) per year commencing with respect to the fourth (4th) year of the initial term. The contract rate, as adjusted, to be charged during such second year and each subsequent year shall be an amount equal to the contract rate, as adjusted, being charged upon the expiration of the immediately preceding year increased by the same percentage increase in the CPI during the twelve (12)

month period ending on November 1st immediately preceding the commencement of such second year or subsequent year, as the case may be, subject to such four percent (4%) per year cap commencing with respect to such fourth (4th) year of the initial term.

(ii) The contract rate, as adjusted, hereunder shall be adjusted to reflect any tax, fee, levy, charge, surcharge and increases therein (including, without limitation, the surcharge of \$.85 per Ton imposed by the State of Tennessee) imposed by any federal or state regulatory authority, agency or body on or with respect to any Municipal Solid Waste hauled or disposed of hereunder. For Example, upon the commencement of disposal services hereunder the billings to the City will reflect the contract rate of \$8.00 per cubic yard plus the State surcharge of \$.85 per Ton.

(c) Billing and Payment. BFI shall bill the City at the contract rate, as adjusted, and for the State surcharge and any other adjustments allowed under this Agreement on a monthly basis for the services rendered during the preceding calendar month and the City shall pay such billing without deduction or setoff within twenty (20) days after the City's receipt of BFI's invoice. BFI shall bill and the City shall pay based upon each collection vehicle's full rated waste volume capacity containing (regardless of whether or not any collection vehicle is only partially full). The City shall pay a late charge for all past due amounts for each

month or part thereof during which such invoiced amount remains unpaid at the rate of 1.5% per month or the maximum rate allowed by applicable law, whichever is less.

ARTICLE VII

TERM AND TERMINATION

(a) Term. This Agreement shall be for an initial term of ten (10) years from and after March 1, 1997 (the "Service Commencement Date") to and including February 28, 2007. This Agreement shall automatically renew upon the same terms and conditions in effect without any further action by the parties for up to two (2) ~~five~~ (5) year renewal terms unless the City or BFI gives the other party written notice of its election not to renew at least one hundred ^{Sept 1, 2006} eighty (180) ^{Sept 1, 2011} days prior to the expiration date of the initial term or any such renewal term, as the case may be.

(b) Termination of BFI Disposal Services by City. In the event that the City desires to utilize the Solid Waste landfill owned and operated by Wilson County, Tennessee exclusively for the disposal of all of the Municipal Solid Waste at any time after the Effective BFI Services Termination Date as defined below, then the City may elect to terminate the disposal services being provided by BFI hereunder by the City giving written notice of such election to terminate to BFI; provided, however, that such written notice of termination given by the City to BFI must be given at least twelve (12) months in advance of the date upon which the City desires to cease deliveries of Municipal Solid Waste to the Middle Point

Landfill and commence deliveries to such Wilson County Landfill (the "Effective BFI Services Termination Date") and provided further that the City may not give BFI such written notice of termination until after the expiration of the third (3rd) year of the initial term of this Agreement. In the event that the City elects to terminate BFI disposal services pursuant to this Article VII and thereafter the City ceases its use of the Wilson County Landfill at any time prior to the expiration of the initial term of this Agreement, then the City will resume deliveries of all of the Municipal Solid Waste to the Middle Point Landfill in accordance with the terms and provisions of this Agreement as if there had never been a termination of BFI disposal services hereunder.

(c) Additional Termination of this Agreement. In addition to the provisions of section VII(b) above, if BFI, or its assigns, fail to accept and dispose of Solid Municipal Waste under the terms of this Agreement for seven (7) consecutive working days of the City of Lebanon Sanitation Department, their contractors or franchisees, this contract shall be null and void at the option of the City of Lebanon, Tennessee.

ARTICLE VIII

INDEMNITY

(a) Indemnity by City. The City hereby agrees to indemnify and hold BFI harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of or

resulting from (a) any claim for loss of or damage to property, including BFI's property, and injuries to or death of persons, including City's or BFI's or their respective contractor's employees, to the extent caused by or resulting from the negligence or willful misconduct of the City or any of its agents' or employees, subject to the limitations of the Governmental Tort Liability Act of Tennessee; (b) the violation of any federal, state or local laws or regulations by City or its employees or agents or the City's delivery to BFI of any Non-Conforming Waste and (c) the breach of this Agreement by the City.

(b) Indemnity by BFI. BFI hereby agrees to indemnify and hold the City harmless from and against any and all loss, damage, suits, liability or expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of or resulting from (a) any claim for loss of or damage to property, including City's property, and injuries to or death of persons, including BFI's or City's employees, to the extent caused by or resulting from the negligence or willful misconduct of BFI, its employees or agents in the performance of services under this Agreement, (b) the violation of any federal, state or local laws or regulations by BFI or its employees or agents and (c) the breach of this Agreement by BFI.

(c) Survival. The indemnity agreements of the parties contained in this Article VIII shall survive the expiration or sooner termination of this Agreement.

ARTICLE IX
FORCE MAJEURE

BFI's performance hereunder shall be excused and BFI shall not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation, decree or order, whether valid or invalid, or any federal, state or local governmental or judicial body, agency or authority or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of Middle Point Landfill.

ARTICLE X
DEFAULT

Except for any excused performance pursuant to Article IX hereof, (a) if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of ten (10) days with respect to nonpayment by the City hereunder or within thirty (30) days with respect to any other breach hereunder after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such other nonmonetary breach and the party breaching shall have failed to commence to cure such other breach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement, or (b) in the event BFI breaches this Agreement by

failing to accept all of the City's Municipal Solid Waste for a period of seven (7) consecutive days, then the City may terminate this Agreement by giving BFI written notice of such termination within ten (10) days following the expiration of such seven (7) day period.

ARTICLE XI

ASSIGNMENT/SUBCONTRACT

This Agreement shall be assignable by BFI only with the prior written consent of the City and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of any assignment or delegation by BFI to any affiliate of BFI including, but not limited to, Jefferson Pike Landfill, Inc., however, under any assignment arrangement the disposal services described hereunder shall occur only at the Middle Point Landfill in Rutherford County, Tennessee.

ARTICLE XII

INDEPENDENT CONTRACTOR

BFI will act hereunder as an independent contractor and not as an agent, partner or joint venturer of the City. Similarly, the City is not an agent, partner or joint venturer of BFI or empowered or authorized to obligate BFI in any way.

ARTICLE XIII

SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable there shall be added as a part of this Agreement, a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and valid, illegal or enforceable.

ARTICLE XIV

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between BFI and City, and cancels and supersedes all prior negotiations, representations, understandings or agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by BFI and the City. Any conflict between the terms and provisions of this Agreement and the

RFP/Proposal Documents shall be resolved in favor of this Agreement.

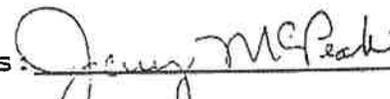
IN WITNESS WHEREOF, the City and BFI have entered into this Agreement as of the day and year first above written.

CITY:

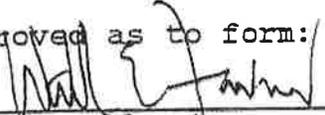
CITY OF LEBANON, TENNESSEE

By: 
(signature)

Title: Mayor

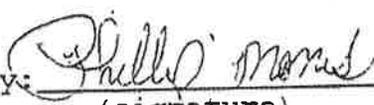
Witness: 
Title: Commissioner of Finance

Approved: Thomas S. Atchley
Title: Commissioner of Public Works

Approved as to form:

City Attorney

BFI:

BROWNING-FERRIS INDUSTRIES,
OF TENNESSEE, INC.

By: 
(signature)

Title: Market Vice President

ORDINANCE NO. 16-5280

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE POLICE DEPARTMENT – DRUG FUND

WHEREAS, the Lebanon City Council approved and adopted the 2016 – 2017 fiscal year budget on June 9, 2016 by Ord. No. 16-5231; and

WHEREAS, a budget amendment is now necessary for the Police Department – Drug Fund to appropriate unused funds from the 15 – 16 fiscal year to the 16 – 17 fiscal year for the addition to the ESU building which was authorized by Ord. No. 15-5090; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the FY 2016 – 2017 City of Lebanon budget in the following manner:

Department: Police - Drug			
From: 61990000-79000	Budget Fund Balance		\$63,719.41
To: 61942100-79200	Buildings		\$63,719.41

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: _____

ORDINANCE NO. 15-5090

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE PURPOSE OF CONSTRUCTING AN ADDITION TO THE LEBANON ESU BUILDING

WHEREAS, a Wilson County multijurisdictional task force has a need for office space in a secure location; and

WHEREAS, the Lebanon ESU building is a secure facility onto which an addition can be constructed at minimal cost for such a purpose; and

WHEREAS, it is estimated that such an addition to the Lebanon ESU building would cost approximately \$75,000.00; and

WHEREAS, the Wilson County Sheriff's Office will provide in kind labor for the construction of the addition; and

WHEREAS, the multijurisdictional task force shall lease such office space after its construction from the City of Lebanon at a rate to be determined at the appropriate time.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the FY 2015 - 2016 City of Lebanon budget in the following manner for the purpose of appropriating the funds for the construction of an addition to the Lebanon ESU building that will serve as office space for a Wilson County multijurisdictional task force benefitting all of the citizens of Wilson County:

Department: Drug Fund

<u>From</u> 61990000-79000	<u>Account</u> Budget Fund Balance	<u>Amount</u> (\$75,000.00)
<u>To</u> 61942100-79200	<u>Department</u> Buildings	<u>Amount</u> \$75,000.00

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

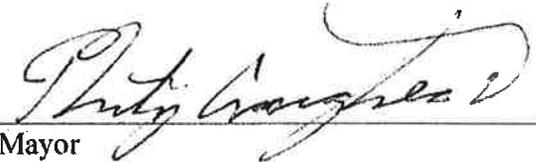
Ordinance No. 15-5090
Page 2

Attest:



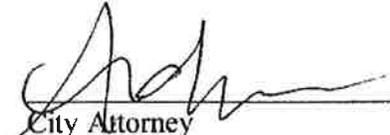
Commissioner of Finance & Revenue

Approved:



Mayor

Approved as to form:



City Attorney

Passed first reading: 12/01/15

Passed second reading: 12/07/15

ORDINANCE NO. 16-5282

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE COMMUNITY PARK

WHEREAS, the Lebanon City Council approved and adopted the 2016 – 2017 fiscal year budget on June 9, 2016 by Ord. No. 16-5231; and

WHEREAS, a budget amendment is now necessary for the Community Park to appropriate unused funds from the 15 – 16 fiscal year to the 16 – 17 fiscal year for the fitness court; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the FY 2016 – 2017 City of Lebanon budget in the following manner:

Department: Community Park

From: 11090000-79000 Budget Fund Balance \$40,000.00

To: 11044420-79300 Improvements \$40,000.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 16-5283

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE PURCHASE OF A NEW SANITATION AUTOMATED TRUCK, THE CONVERSION OF ONE SANITATION REAR LOADER TRUCK TO A THIRD KNUCKLEBOOM TRUCK, AND RELATED BUDGET AMENDMENTS

WHEREAS, the Lebanon City Council approved and adopted the 2016 – 2017 fiscal year budget on June 9, 2016 by Ord. No. 16-5231; and

WHEREAS, it is now necessary to purchase a replacement truck and to convert an older rear loader to a third knuckleboom truck for the Sanitation and Street Departments; and

WHEREAS, budget amendments are required 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 amend the FY 2016 – 2017 City of Lebanon budget in the following manner:

Department: Sanitation

From: 11090000-79000 Budget Fund Balance \$280,000.00

To: 11043210-79440 Transportation Equipment \$280,000.00

Department: Street

From: 11090000-79000 Fund Balance \$65,000.00

To: 11043110-79490 Machinery & Equipment \$65,000.00

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to purchase a replacement truck for the Sanitation Department, subject to adherence to City of Lebanon and State of Tennessee purchasing laws, in an amount not to exceed Two Hundred Eighty Thousand Dollars (\$280,000.00).

Section 3. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to convert the older rear loader sanitation truck to a third knuckleboom truck, subject to adherence to City of Lebanon and State of Tennessee purchasing laws, in an amount not to exceed Sixty-five Thousand Dollars (\$65,000.00).

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: _____

CITY OF LEBANON ACCTG. DEPT.

BUDGET AMENDMENT FORM

FY 2016-2017

FINANCE DEPT.

2016 JUL 22 AM 11:52

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT

Sanitation

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-90000-79000	Fund Balance	\$280,000 ⁰⁰	

Total \$ 280,000 - 00

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110 43210 - 79440	Transportation Equipment		\$280,000 ⁰⁰

Total \$ 280,000 - 00

REQUESTED BY

Lee Clark

DATE

7/22/16

DEPARTMENT HEAD

J.P. Bauman

DATE

7/22/16

COMM. OF FINANCE

DATE

MAYOR

DATE

REASON FOR THIS TRANSFER:

Purchase replacement ~~automated~~ truck. Replacing a rear loader with an automated truck, Rear loader to be converted to a third knuckleboom

CITY OF LEBANON ACCTG. DEPT.

BUDGET AMENDMENT FORM

FY 2016-2017

FINANCE DEPT
2016 JUL 22 AM 11:52

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Street

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-90000-79000	Fund Balance	\$65,000	

Total \$ 65,000 - 00

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110 43110 - 79490	Machinery and Equipment		\$65,000

Total \$ 65,000. - 00

REQUESTED BY Lee Clark

DATE 7/22/16

DEPARTMENT HEAD Jeff Bauman

DATE 7/22/16

COMM. OF FINANCE [Signature]

DATE 7/22/16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Convert older rear loader sanitation truck to a third
knuckleboom truck. Recent storm damage and growth
of the chipper service along with future Gasification needs
support this request

RESOLUTION NO. 16-1957

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A WATER PURCHASE AGREEMENT WITH THE LAGUARDO UTILITY DISTRICT OF WILSON COUNTY

WHEREAS, the LaGuardo Utility District has, in the past, purchased sanitary water from Lebanon; and

WHEREAS, it is necessary to enter into a Water Purchase Agreement for mutual aid purposes; and

WHEREAS, the Water Purchase Agreement is attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute the Water Purchase Agreement, attached hereto and incorporated by reference as if appearing herein verbatim, with The LaGuardo Utility District of Wilson County.

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

Water Purchase Agreement
between
The LaGuardo Utility District of Wilson County
and
City of Lebanon, Tennessee

This contract is made and entered into by and between THE LAGUARDO UTILITY DISTRICT OF WILSON COUNTY (“LaGuardo”), a Tennessee entity established under the provisions of the Tennessee Code Annotated Title Seven, Chapter 82, Sections 101 through 804, and the CITY OF LEBANON, TENNESSEE (“Lebanon”), on the date written below pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-108.

RECITALS

WHEREAS, LaGuardo is a Utility District providing a safe, sanitary water supply to an area in Wilson County generally North of U.S. Route 70 (“Highway 70”), East of Tennessee State Route 109 (“Highway 109”) and Old Hickory Lake, South of Old Hickory Lake, and West of Lebanon; and,

WHEREAS, Utility Districts are specifically authorized to contract with municipalities regarding the exercise of a District’s powers, pursuant to the Utility District Act of 1937, Tennessee Code Annotated § 7-82-304; and,

WHEREAS, Lebanon provides, among many other services, a safe, sanitary water supply to its citizens within its city limits; and

WHEREAS, Lebanon produces its own supply of water from a water purification plant, which it owns and operates; and

WHEREAS, LaGuardo has, in the past, purchased sanitary water from Lebanon; and

WHEREAS, LaGuardo now produces its own supply of water from a water purification plant, which it owns and operates; and

WHEREAS, LaGuardo and Lebanon have long sustained a mutually advantageous relationship which both parties seek to maintain; and

WHEREAS, LaGuardo and Lebanon wish to enter into a contract by which they agree to service and maintain the hardware and connections currently in place between them and under which each party has the option to purchase water from the other as their respective needs may require; and

WHEREAS, the terms of this agreement have been duly approved by the proper instrumentalities of LaGuardo and Lebanon;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SALE OF WATER FROM LEBANON TO LAGUARDO

1. In times of special need or as unusual circumstances require, Lebanon will sell LaGuardo a quantity of safe, sanitary water under the terms of this agreement.
2. LaGuardo will pay for the purchase of this water in a manner consistent with the lowest 1,000-gallon wholesale rate charged by Lebanon at the time of purchase, which rate at the date of this agreement is \$2.59 per 1000 gallons.
3. Lebanon will bill LaGuardo on a monthly basis with payment being due under the same terms and conditions as any other Lebanon customer.
4. Lebanon will furnish water as much water as practicable to address LaGuardo's needs. The parties do, however, acknowledge that Lebanon owes a primary duty to its citizens and, therefore, that Lebanon does not guarantee any specific amount or quantity of water to be available at any time and reserves the right to limit the amount of water furnished to LaGuardo.

5. Lebanon agrees to supply water to LaGuardo in the same condition of purity and fitness for consumption as to all the other customers of Lebanon. Lebanon does not guarantee and will not be liable for any obligation, liability, responsibility, or cause of action arising out of the furnishing of water to LaGuardo, whether concerning the quality or quantity of water furnished.

6. LaGuardo hereby agrees to indemnify and hold Lebanon harmless from any cause of action arising out of lack of water pressure or availability of pressure which might be bought by any LaGuardo customer or user. This indemnification shall extend to the reasonable attorneys' fees incurred by Lebanon.

SALE OF WATER FROM LAGUARDO TO LEBANON

7. In times of special need or as unusual circumstances require, LaGuardo will sell Lebanon a quantity of safe, sanitary water under the terms of this agreement.

8. Lebanon will pay for the purchase of this water at the same rate that Lebanon proposes to charge LaGuardo in the event of the sale of water to LaGuardo by Lebanon. The rate in effect as of the date of this agreement is \$2.59 per 1000 gallons.

9. LaGuardo will bill Lebanon on a monthly basis with payment being due under the same terms and conditions as any other LaGuardo customer.

10. LaGuardo will furnish as much water as practicable to address Lebanon's needs. The parties do, however, acknowledge that LaGuardo's primary purpose is to serve its customers within its service area and, therefore, that LaGuardo does not guarantee any specific amount or quantity of water to be available at any time and reserves the right to limit the amount of water furnished to Lebanon.

11. LaGuardo agrees to supply water to Lebanon in the same condition of purity and fitness for consumption as to all the other customers of LaGuardo. LaGuardo does not guarantee

and will not be liable for any obligation, liability, responsibility, or cause of action arising out of its furnishing water to Lebanon, whether concerning the quality or quantity of water furnished.

12. Lebanon hereby agrees to indemnify and hold LaGuardo harmless from any cause of action arising out of lack of water pressure or availability of pressure which might be bought by any Lebanon customer or user. This indemnification shall extend to the reasonable attorneys' fees incurred by LaGuardo.

MAINTENANCE, UPKEEP, AND REPAIR OF EQUIPMENT AND CONNECTIONS

13. Lebanon will service and maintain its metering equipment located at Lexington Drive, the intersection of Cole's Ferry Pike and Cedar Grove Road, the intersection of Cole's Ferry Pike and Hartmann Drive, and the intersection of Highway 70 and Horn Springs Road.

14. Each party will be responsible for the upkeep, maintenance, and service of lines and equipment on its respective side of these meters.

OTHER AGREEMENTS

15. The rates for water to be charged by either party will be subject to periodic review, and will remain in effect until modified by either the LaGuardo Board of Commissioners or the Lebanon City Council. No rate change will become effective until approved by the governing body of the respective entity and a 60 day notice of the rate change is provided to the other party.

16. This agreement leaves undisturbed the Servicing Agreement generally pertaining to sewer services signed by LaGuardo on June 13, 2000 and by Lebanon on October 30, 2000.

WITNESS this ____ day of _____, 2016.

**On behalf of The LaGuardo Utility District of
Wilson County**

Name

Position

Date

On behalf of the City of Lebanon, Tennessee

Name

Position

Date

RESOLUTION NO. 16-1957

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A WATER PURCHASE AGREEMENT WITH THE LAGUARDO UTILITY DISTRICT OF WILSON COUNTY

WHEREAS, the LaGuardo Utility District has, in the past, purchased sanitary water from Lebanon; and

WHEREAS, it is necessary to enter into a Water Purchase Agreement for mutual aid purposes; and

WHEREAS, the Water Purchase Agreement is attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute the Water Purchase Agreement, attached hereto and incorporated by reference as if appearing herein verbatim, with The LaGuardo Utility District of Wilson County.

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

Water Purchase Agreement
between
The LaGuardo Utility District of Wilson County
and
City of Lebanon, Tennessee

This contract is made and entered into by and between THE LAGUARDO UTILITY DISTRICT OF WILSON COUNTY (“LaGuardo”), a Tennessee entity established under the provisions of the Tennessee Code Annotated Title Seven, Chapter 82, Sections 101 through 804, and the CITY OF LEBANON, TENNESSEE (“Lebanon”), on the date written below pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated § 12-9-108.

RECITALS

WHEREAS, LaGuardo is a Utility District providing a safe, sanitary water supply to an area in Wilson County generally North of U.S. Route 70 (“Highway 70”), East of Tennessee State Route 109 (“Highway 109”) and Old Hickory Lake, South of Old Hickory Lake, and West of Lebanon; and,

WHEREAS, Utility Districts are specifically authorized to contract with municipalities regarding the exercise of a District’s powers, pursuant to the Utility District Act of 1937, Tennessee Code Annotated § 7-82-304; and,

WHEREAS, Lebanon provides, among many other services, a safe, sanitary water supply to its citizens within its city limits; and

WHEREAS, Lebanon produces its own supply of water from a water purification plant, which it owns and operates; and

WHEREAS, LaGuardo has, in the past, purchased sanitary water from Lebanon; and

WHEREAS, LaGuardo now produces its own supply of water from a water purification plant, which it owns and operates; and

WHEREAS, LaGuardo and Lebanon have long sustained a mutually advantageous relationship which both parties seek to maintain; and

WHEREAS, LaGuardo and Lebanon wish to enter into a contract by which they agree to service and maintain the hardware and connections currently in place between them and under which each party has the option to purchase water from the other as their respective needs may require; and

WHEREAS, the terms of this agreement have been duly approved by the proper instrumentalities of LaGuardo and Lebanon;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SALE OF WATER FROM LEBANON TO LAGUARDO

1. In times of special need or as unusual circumstances require, Lebanon will sell LaGuardo a quantity of safe, sanitary water under the terms of this agreement.
2. LaGuardo will pay for the purchase of this water in a manner consistent with the lowest 1,000-gallon wholesale rate charged by Lebanon at the time of purchase, which rate at the date of this agreement is \$2.59 per 1000 gallons.
3. Lebanon will bill LaGuardo on a monthly basis with payment being due under the same terms and conditions as any other Lebanon customer.
4. Lebanon will furnish water as much water as practicable to address LaGuardo's needs. The parties do, however, acknowledge that Lebanon owes a primary duty to its citizens and, therefore, that Lebanon does not guarantee any specific amount or quantity of water to be available at any time and reserves the right to limit the amount of water furnished to LaGuardo.

5. Lebanon agrees to supply water to LaGuardo in the same condition of purity and fitness for consumption as to all the other customers of Lebanon. Lebanon does not guarantee and will not be liable for any obligation, liability, responsibility, or cause of action arising out of the furnishing of water to LaGuardo, whether concerning the quality or quantity of water furnished.

6. LaGuardo hereby agrees to indemnify and hold Lebanon harmless from any cause of action arising out of lack of water pressure or availability of pressure which might be bought by any LaGuardo customer or user. This indemnification shall extend to the reasonable attorneys' fees incurred by Lebanon.

SALE OF WATER FROM LAGUARDO TO LEBANON

7. In times of special need or as unusual circumstances require, LaGuardo will sell Lebanon a quantity of safe, sanitary water under the terms of this agreement.

8. Lebanon will pay for the purchase of this water at the same rate that Lebanon proposes to charge LaGuardo in the event of the sale of water to LaGuardo by Lebanon. The rate in effect as of the date of this agreement is \$2.59 per 1000 gallons.

9. LaGuardo will bill Lebanon on a monthly basis with payment being due under the same terms and conditions as any other LaGuardo customer.

10. LaGuardo will furnish as much water as practicable to address Lebanon's needs. The parties do, however, acknowledge that LaGuardo's primary purpose is to serve its customers within its service area and, therefore, that LaGuardo does not guarantee any specific amount or quantity of water to be available at any time and reserves the right to limit the amount of water furnished to Lebanon.

11. LaGuardo agrees to supply water to Lebanon in the same condition of purity and fitness for consumption as to all the other customers of LaGuardo. LaGuardo does not guarantee

and will not be liable for any obligation, liability, responsibility, or cause of action arising out of its furnishing water to Lebanon, whether concerning the quality or quantity of water furnished.

12. Lebanon hereby agrees to indemnify and hold LaGuardo harmless from any cause of action arising out of lack of water pressure or availability of pressure which might be bought by any Lebanon customer or user. This indemnification shall extend to the reasonable attorneys' fees incurred by LaGuardo.

MAINTENANCE, UPKEEP, AND REPAIR OF EQUIPMENT AND CONNECTIONS

13. Lebanon will service and maintain its metering equipment located at Lexington Drive, the intersection of Cole's Ferry Pike and Cedar Grove Road, the intersection of Cole's Ferry Pike and Hartmann Drive, and the intersection of Highway 70 and Horn Springs Road.

14. Each party will be responsible for the upkeep, maintenance, and service of lines and equipment on its respective side of these meters.

OTHER AGREEMENTS

15. The rates for water to be charged by either party will be subject to periodic review, and will remain in effect until modified by either the LaGuardo Board of Commissioners or the Lebanon City Council. No rate change will become effective until approved by the governing body of the respective entity and a 60 day notice of the rate change is provided to the other party.

16. This agreement leaves undisturbed the Servicing Agreement generally pertaining to sewer services signed by LaGuardo on June 13, 2000 and by Lebanon on October 30, 2000.

WITNESS this ____ day of _____, 2016.

**On behalf of The LaGuardo Utility District of
Wilson County**

Name

Position

Date

On behalf of the City of Lebanon, Tennessee

Name

Position

Date