



Philip Craighead
Mayor

CITY OF LEBANON

Office of the Mayor

200 North Castle Heights Avenue
Lebanon, TN 37087

philipcraighead@lebanontn.org

615-443-2839
Fax 443-2851

WORK SESSION – OCTOBER 4, 2016 - 5:00 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

Planning Presentation, by Joseph Minicozzi of Urban3

PUBLIC HEARING - OCTOBER 4, 2016 - 5:55 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

- 1) 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) (Planning Commission recommended approval 7-2 on 6/28/16; 7/19/16 City Council deferred to the 8/16/16 Agenda; 8/16/16 Council Passed on 1st Reading) (Reference Ordinance No. 16-5272)
- 2) Adopting a Plan of Services for the annexation at unaddressed Odum Lane (89.17 acres; Tax Map 116, part of Parcel 20) to be added to Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16) (Reference Resolution No. 16-1962)
- 3) Annexing property at unaddressed Odum Lane, also identified as Tax Map 116, part of Parcel 20, containing 89.17 acres in the records of the Wilson County Assessor of Property, to be added to Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16) (Reference Resolution No. 16-1963)
- 4) Requesting zoning approval of 89.17 acres at unaddressed Odum Lane (Tax Map 116, part of Parcel 20) to IP (Planned Business/Industrial Park) in Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16) (Reference Ordinance No. 16-5288)

REGULAR CALLED CITY COUNCIL MEETING

AGENDA - OCTOBER 4, 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:

September 20, 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. 16-5306**, second reading, to authorize a budget amendment to appropriate funds for the Home Grant Program, by Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment - Before the Fact:

2. **Ordinance No. 16-5307**, second reading, to authorize budget amendments for the Federal Asset Seizure Fund (for the purchase of ten in-car cameras and a server), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment – Before the Fact:

3. **Ordinance No. 16-5309**, second reading, to authorize a budget amendment for the Maintenance Department, by Jeff Baines, Commissioner of Public Works.

Budget Amendment – Before the Fact:

4. **Ordinance No. 16-5310**, second reading, to authorize a budget amendment for annual Street Paving and Striping, by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment - Before the Fact:

5. **Ordinance No. 16-5314**, second reading, to authorize a budget amendment to appropriate donations received for the Dog Park, by Mayor Philip Craighead, and Robert Springer, Commissioner of Finance and Revenue.

6. **Ordinance No. 16-5315**, second reading, to Quitclaim to the contiguous property owners the City's interest in an abandoned right-of-way left by the realignment of Franklin Road during the construction of South Hartmann Drive, by Jeff Baines, Commissioner of Public Works.

7. **Ordinance No. 16-5316**, second reading, to approve a policy regarding the allocation of Dog Park Donations received, by Robert Springer, Commissioner of Finance and Revenue.

10. OLD BUSINESS:

1. **Ordinance No. 16-5272**, second 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) (Planning Commission recommended approval 7-2 on 6/28/16; 7/19/16 City Council deferred to the 8/16/16 Agenda; 8/16/16 Council Passed on 1st Reading)

2. **Resolution No. 16-1962**, adopting a Plan of Services for the annexation at unaddressed Odum Lane (89.17 acres; Tax Map 116, part of Parcel 20) to be added to Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16)

3. **Resolution No. 16-1963**, annexing property at unaddressed Odum Lane, also identified as Tax Map 116, part of Parcel 20, containing 89.17 acres in the records of the Wilson County Assessor of Property, to be added to Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16)

4. **Ordinance No. 16-5288**, second reading, requesting zoning approval of 89.17 acres at unaddressed Odum Lane (Tax Map 116, part of Parcel 20) to IP (Planned Business/Industrial Park) in Ward 4, by Paul Corder, Planning Director. (Request by Doug McDowell/Delacey Farm) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (Passed 1st Reading by Council on 9/06/16)

11. NEW BUSINESS:

1. **Resolution No. 16-1969**, to accept bids for the HVAC Service Agreement for the Jimmy Floyd Family Center (three year agreement), by Tim Hill, Floyd Center Director, and Lisa Lane, Purchasing Agent.

2. **Resolution No. 16-1987**, to approve an updated contract with Windstream Communications for Phone and Data Services, by Robert Springer, Commissioner of Finance and Revenue, and Mike Collinsworth, MIS Director.

3. **Resolution No. 16-1988**, to update the Purchasing/Purchase Card section of the Internal Control Manual and include a copy of the Purchasing Guide for the City of Lebanon, by Stuart Lawson, Accounting Manager.

4. **Resolution No. 16-1989**, to accept the bid of LoJac Enterprises, Inc. for the Runway Guard Light Installation and East Apron Pavement Rehabilitation (TAD Project Nos. 95-555-0154-16 and 95-555-0155-16), by T.O. Cragwall, Airport Commission Chairman, and Randy Laine, Engineering Director of Capital Projects.

Budget Amendment – Before the Fact:

5. **Ordinance No. 16-5317**, first reading, to authorize Budget Amendments for the Police Department to appropriate unused donations from the 2015-2016 Fiscal Year Budget and to appropriate donations received in the 2016-2017 Fiscal Year (for Community Events), by Mike Justice, Police Chief.

6. **Resolution No. 16-1990**, to approve a contract with TDOT for resurfacing of South Hartmann Drive from Leeville Pike to south of Hickory Ridge Road (State Project No. 95LPLM-F3-066; 2016-2017 & 2017-2018 Fiscal Year Budgets), by Regina Santana, Engineering Director of Development.

7. **Resolution No. 16-1991**, to accept the Letter of Proposal Extension of Phoenix Builders for Airport Maintenance Hangar Design Build Proposal through November 15, 2016, by Randy Laine, Engineering Director of Capital Projects, and T.O. Cragwall, Airport Commission Chairman.

Budget Amendment – Before the Fact:

8. **Ordinance No. 16-5281**, first reading, to authorize Engineering and a Budget Amendment for preparation of pre-ordering metal building for the Maintenance Hangar at the Lebanon Municipal Airport, by T. O. Cragwall, Airport Commission Chairman, and Randy Laine, Engineering Director of Capital Projects.

9. **Resolution No. 16-1992**, to approve a contract with West Publishing Corporation for Online Legal Subscriptions (funds appropriated in the 2016-2017 Fiscal Year Budget), by Andy Wright, City Attorney.

Placeholder:

10. **Ordinance No. 16-5318**, first reading, to amend Title 10, Chapters 1 and 2, Sections 10-108 and 10-207 of the Lebanon Municipal Code relative to the Seizure and Disposition of Animals and Dogs by Lebanon Animal Control, by Mike Justice, Police Chief.

12. ADJOURNMENT

CITY COUNCIL MEETING

September 20, 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 5:56 p.m. for:

- 1) Changing 125 and 129 Blair Lane from RS20 (Low Density Residential District) to RS9 (Medium Density Single Family Residential 9,000) and RD9 (Medium Density Residential District) (9.7 acres) in Ward 5, by Paul Corder, Planning Director. (Request by Margie Harris and Sally Cotton) (Tax Map 69, Parcel 24; Tax Map 69D, Group A, Parcel 30; Tax Map 57, Parcel 91.02; Tax Map 69D, Group A, part of Parcel 6) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5287)
No citizens chose to address the Mayor or Councilors on this issue.

- 2) To amend the Major Thoroughfare Plan of the City of Lebanon, Tennessee, by amending Project #27 Safari Camp Road Improvements to close Safari Camp Road at State Route 109 and reroute Safari Camp Road through the Wilson Farms Development, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5293)

1) Ross Eastman, who lives on Safari Camp Road at the KOA Campgrounds, addressed the Mayor and Council regarding hardship which will be caused by the closure of Safari Camp Road. The closure does a disservice to the KOA Campground. The new owners have put a lot of hard work into it and made it a very nice place. This also serves as an injustice to the RV store that just opened up on Safari Camp Road. Currently, you just get off of Hwy. 109 onto Safari Camp Road and you have a direct shot to the RV and KOA stores. This is a public disservice. Mr. Eastman explained that two years ago his wife had a heart attack and the paramedics told him had it taken 2 minutes longer to get to their home, she would be deceased. This creates an obstacle for medics, the Police, Fire and Sheriff Departments. They will have to go a long way around if this road is closed. In Mr. Eastman's opinion, this is the wrong thing to do.

Mayor Craighead responded, "Let me let everyone know a little bit about what is going on here. With the development of Wilson Farms, one of the key things is that the State is wanting Leeville Pike, and also Safari Camp for, in the future, once another road would be open, so that you can go up through the new development. It is not cutting it off and making you go all the way through 840 and around. They are

trying to avoid future issues that are very similar to Mt. Juliet, when you get off the interstate and you come down and you're right there at a red light. That is what the State is trying to avoid in the future." The Mayor explained basically, they will redirect Safari Camp Road, there will be a road that you will be able to come up and then go out, but, it will be a little further down.'

2) James Kutz, has been at the KOA Campground for years. His concern is for large vehicles going down this road and making sharp turns. There are many 47 foot vehicles, with 30 foot trailers behind them using this road. Will they be able to get through there and is that road going to be open before Safari Camp Road closes?

Mayor Craighead replied, "Yes, sir, they will." He also noted that there is no way they would close the road without having another access available until the other is built. The Mayor asked Mike Wrye, who represents the developers to explain the road situation.

Mr. Wrye stated, "What we are calling 1st Avenue will extend from Hwy 109 over to Safari Camp Road, and then extend east and then turn north and connect to Safari Camp as a five lane cross section. 2nd Avenue, which extends from this road and runs parallel Hwy 109 South to Callis Road is a three lane road. All of the radius have been designed to accommodate a semi truck.

The Mayor further explained on the other side going to Leeville Pike, going to Ritchie Brothers, the entrance there is another issue they would like for us to address in the future as that area develops. The bottom line is that the State is pushing us to get a little bit more stacking area, so that people are not coming right off the interstate, right into parked cars.

3) Gary Nokes, who has lived on Nokes Road for 75 years, doesn't believe the road is going to work out, the way that they have got it designed. He wants to know if there will be a left ingress or egress on this road. Mr. Wrye explained how the road would work to Mr. Nokes, in order that a competent driver would be able to handle it.

4) Brad Soldwedel, who owns the Dunlap RV at 1010 Safari Camp Road, addressed the Mayor and Council, saying he is opposed to closing the road due to the nature of their traffic. The business has approximately fifteen hundred units annually coming to his store. When he purchased the property, it was primarily due to its visibility and ease of access. The store has gone from 3 employees to 30 employees. Mr. Soldwedel is afraid that as one is heading south on Hwy 109, the Interstate would be behind you, the first turn-in cannot be accessed if you are traveling south. You would have to go all the way down to the next road, which he believes is 2nd Avenue. At the very least, if the State is pushing this, then he feels there should be access to go either way at that intersection. He has maintained that a red light needs to be put there and will continue to do so. Also, Mr. Soldwedel believes directional signs would be more than

appropriate. The Mayor agrees and he is still trying to get them to let us have a light there, and he will continue to do that. Mr. Soldwedel simply doesn't want to go out of business. Mayor Craighead will do everything possible to make sure he can keep his business open and thriving.

5) Ron Kaly, lives at the KOA Campground on Safari Camp Road and is opposed to the closing of this road. Mr. Kaly stated he has a forty year customer base at this campground. There is one way to get there---one way in and one way out. By re-routing the traffic he has a chance for a major loss of business. This involves 40-45 foot motor homes towing a 35 foot trailer. We are talking major traffic here. Over a twelve month period we are talking about thousands of vehicles. In two and a half years we have doubled out business. The traffic is good for business. In his business location and ease of access is everything. He is asking that we keep the Wilson Farms traffic separate from Safari Camp traffic. He asked the Mayor and Council to defer this decision in order to explore other options.

Mayor Craighead pointed out that the State is pushing for this for safety reasons. He promised he will keep continuing to get other access for Safari Camp Road.

6) Buddy Head, who lives at 1830 Safari Camp Road, has lived there for 40 years. He actually struggled for twenty of those years trying to get water over there. He moved from a subdivision in Nashville to try and get out in the country. He has Federal Express and UPS coming in there everyday. He has to come in from the west, nothing from the east can come in. This road closure is going to cause more problems than anyone has ever dreamed of. There are many things everyone is saying "they think"---but nobody "actually knows." He believes they really need to rethink this thing; because, he has no doubt they are going to put this campground out of business. The new owners of the KOA have spent a hundred thousand dollars to upgrade---it just isn't fair to them. He has been driving for 62 years and knows all about the Department of Transportation, and he sees no reason for this to happen. He knows this will be a problem; because, it already is a problem. Mr. Kaly asked if the Park and Ride would still be there. The Mayor stated it will be there but there will be a different entrance.

3) To close the Safari Camp Road access to Highway 109 and reroute traffic through the Wilson Farms Development, by Paul Corder, Planning Director. (Request by Carroll Homes) (Ward 4) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Resolution No. 16-1966)
No citizens chose to address the Mayor or Councilors or this issue.

- 4) To amend Title 14, Chapter 6, Section 14.602 D. CG – Commercial General, and Appendix B: Land Use Activity Classification Table to remove transport & warehousing from the allowed conditional uses, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5294)

No citizens chose to address the Mayor or Councilors on this issue.

- 5) To amend Title 14, Chapter 6, Section 14.602 D. CG – Commercial General and Appendix B: Land Use Activity Classification Table to add Financial, Consultative and Administrative Uses to the permitted uses, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5295)

No citizens chose to address the Mayor or Councilors on this issue.

- 6) To amend Title 14, Chapter 8, Section 14.801 D. Principal Building Limitations and Appendix A: Rules for Construction of Language and Definitions, to amend the definition of Dwelling, Multi-Family, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5296)

No citizens chose to address the Mayor or Councilors on this issue.

- 7) Changing unaddressed Franklin Road from RM6 (High Density Residential District) to CG (Commercial General) 2.19 acres in Ward 3, by Paul Corder, Planning Director. (Tax Map 81, Parcel 120.11) (Request by Gross Builders) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council) (Reference Ordinance No. 16-5297)

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

The Public Hearing was adjourned at 6:20 p.m.

Prior to calling the Regular Called City Council Meeting to order, Mayor Craighead announced there will be two drop-ins on this evening's agenda: Ordinance No. 16-1985 and Ordinance 16-1986 will be added to this evening's agenda.

Mayor Craighead called the Regular Called City Council Meeting to order at 6:16 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, Rob Cesternino, Bernie Ash, Tick Bryan and Rick Bell. Also present were Robert D. Springer, Commissioner of Finance and Revenue; Andy Wright, City Attorney; and Jaci Diebner, Secretary. Absent: Councilor Fred Burton.

Approval of Minutes:

Motion was made by Councilor Tick Bryan, seconded by Councilor Rick Bell, to approve the minutes of the September 6, 2016, Regular Called City Council Meeting. Motion carried unanimously. Minutes were approved.

Communication from Citizens:

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

Communication from Mayor:

Mayor Philip Craighead chose not to comment at this time.

Reports from Committees / Aldermen / Officers:

No Council members, officers or committees chose to comment at this time.

Consent Agenda:

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

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

Ordinance No. 16-5305, second reading, to authorize a Line Item Transfer for Street Improvement Capital (for closing cost on the 2016 TML Bond for Legends Drive Extension), by Robert Springer, Commissioner of Finance and Revenue. *Line Item Transfer – Before the Fact:*

PASSED SECOND/FINAL READING NO OBJECTIONS

Ordinance No. 16-5308, second reading, to purchase a snow plow and salt spreader and to authorize the related budget amendment for the Street Department to appropriate funds not used in the previous fiscal year, by Jeff Baines, Commissioner of Public Works, and Lisa Lane, Purchasing Agent. *Budget Amendment – Before the Fact:*

PASSED SECOND/FINAL READING NO OBJECTIONS

Old Business:

Ordinance No. 16-5287, second reading, changing 125 and 129 Blair Lane from RS20 (Low Density Residential District) to RS9 (Medium Density Single Family Residential 9,000) and RD9 (Medium Density Residential District) (9.7 acres) in Ward 5, by Paul Corder, Planning Director. (Request by Margie Harris and Sally Cotton) (Tax Map 69, Parcel 24; Tax Map 69D, Group A, Parcel 30; Tax Map 57, Parcel 91.02; Tax Map 69D, Group A, part of Parcel 6) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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.

Ordinance No. 16-5293, second reading, to amend the Major Thoroughfare Plan of the City of Lebanon, Tennessee, by amending Project #27 Safari Camp Road Improvements to close Safari Camp Road at State Route 109 and reroute Safari Camp Road through the Wilson Farms Development, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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

Discussion was brought forth by Councilor Ash regarding citizens comments made earlier this evening. He believes perhaps there should be more review of the subject prior to voting. It looks like it is

going to be a hardship on the current businesses in the area. Councilor Ash would like to consider another route for the area.

Mayor Craighead noted that nothing will be closed until there is a new access road put in place. He also noted that the appropriate signage will also be required. After speaking with the Tennessee Department of Transportation this is something they are going to require be done at some point. This is a safety driven issue at then end of the day.

Motion was made by Councilor Ash, seconded by Councilor Jewell to defer said Ordinance.

Mayor Craighead called for a roll call vote on the deferral.

Councilors voted as follows:

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

With a vote of 2 yes and 3 no, Motion to defer failed for lack of a majority.

Councilor Jewell called for more discussion. He understands this would combine the major thoroughfare with the road closure; however, he thinks maybe we could do the major thoroughfare and then the road closing much later. Commissioner Baines doesn't believe that would be possible. It has already been approved by the Wilson County Farmers Association. It really wouldn't be wise to break it up, because they tie hand in hand. We don't really have the option to break it up. TDOT has already communicated to us that this is required to be done this way.

Councilor Cesternino suggested that the Planning Commission is going to make sure that we take care of the citizens when we do the road. Commissioner Baines noted that process has already been completed. However, stated the Mayor, the State will not allow things to move on until this is in place.

Councilor Jewell questioned how far down the road will it be before Safari Camp Road will actually be closed. The Mayor stated it would probably be at least a year; which will give us plenty of time to keep beating on the door.

Councilor Ash asked, "Am I understanding that the State is mandating that we do it this way?"

The Mayor replied, "The State is pushing for this, and also at the Watertown exit, wanting to get these exits and entrances coming in right at the ramp. Because this is a safety issue, in the long run. That's what we are after. We were against it at first; but, once they told us their reasoning and the why of it, we could see that their reasoning was right for the long range and for safety."

Councilor Cesternino added, "Is it not the State's intention for the long term that Highway 109 essentially become like an expressway coming down from the north? "

The Mayor responded, "We have been having studies over the last two and a half years of access management, all the way from Interstate 65 all the way down to State Route 840. We have met with other Mayors, other engineers and designers trying to make that access safer all the way through. In doing this, they are allowing us to have another access, but the road has to close here, and the reason is to make it safer."

Mayor Craighead called for a roll call vote on the Main Motion.

Councilors voted as follows:

Jewell: pass, and then after much contemplation, a reluctant yes
Cesternino: yes
Ash: no
Bryan: yes
Bell: yes

Main Motion passed with a majority vote of 4 yes and 1 no. Ordinance was read and passed on second and final reading.

Resolution No. 16-1966, to close the Safari Camp Road access to Highway 109 and reroute traffic through the Wilson Farms Development, by Paul Corder, Planning Director. (Request by Carroll Homes) (Ward 4) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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

Motion passed by majority vote. Resolution was read and passed.

Ordinance No. 16-5294, second reading, to amend Title 14, Chapter 6, Section 14.602 D. CG – Commercial General, and Appendix B: Land Use Activity Classification Table to remove transport & warehousing from the allowed conditional uses, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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

Discussion was brought forth by Councilor Cesternino. Councilor Cesternino stated, "Normally, I support the Planning Commission; but, I think having sat on the Board of Zoning Appeals, BOZA has the right to grant a conditional use on appeal. So, by the Planning Commission changing this, it takes away BOZA's right, if they feel it is the right situation, to grant the conditional use on appeal; and I am trying to find out why? "

Planning Director Paul Corder responded, "The reason why we brought this up when the Commercial General District was created, it was a combination of the B5 and the B4. B5 allowed for this type of use, while B4 didn't. So, this will help a lot more areas for the warehousing, mini warehouses and transportation type businesses. We have seen them come in to quite a few places that we would consider more prime commercial areas, and so, instead of going with the B5 requirement, this would be moving it to be B4, which is what most of the area had been before."

Councilor Cesternino brought forth more discussion regarding the Board of Zoning Appeals. He asked if this concern was discussed at BOZA. Mr. Corder responded this was not; however, they have seen a few mini warehouses come through the Board for approval. Councilor Cesternino asked if there have been problems with BOZA managing this circumstance, to which Mr. Corder replied, "We currently have a situation where somebody is in this district for transportation, and BOZA has denied their request, they have appealed it and it may come back. But, basically, it has been problematic. We have got a case that has been appealed from BOZA because of this section." Mr. Corder stated this section is mostly to make certain that we want mini warehouses in our prime areas. That is the main concern.

Councilor Cesternino would like to speak to BOZA prior to voting on this. Mr. Corder advised there is no rush on passing this, if the Council wishes to defer, it would not be a problem.

Motion was made by Councilor Cesternino, seconded by Councilor Jewell, to defer said Ordinance for more discussion at a work session.

Motion carried unanimously. Ordinance was read and deferred for more discussion at a work session.

Ordinance No. 16-5295, second reading, to amend Title 14, Chapter 6, Section 14.602 D. CG – Commercial General and Appendix B: Land Use Activity Classification Table to add Financial, Consultative and Administrative Uses to the permitted uses, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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.

Ordinance No. 16-5296, second reading, to amend Title 14, Chapter 8, Section 14.801 D. Principal Building Limitations and Appendix A: Rules for Construction of Language and Definitions, to amend the definition of Dwelling, Multi-Family, by Paul Corder, Planning Director. (Request by Staff) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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

Ordinance No. 16-5297, second reading, changing unaddressed Franklin Road from RM6 (High Density Residential District) to CG (Commercial General) 2.19 acres in Ward 3, by Paul Corder, Planning Director. (Tax Map 81, Parcel 120.11) (Request by Gross Builders) (Planning Commission recommended approval by a vote of 8-0 on 7/26/16) (8/16/16 Passed 1st Reading by City Council)

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

Ordinance No. 16-5301, second reading, to authorize budget amendments for the Police Department (Local Option Fund Balance and Drug Enforcement Fund Balance - to purchase four police vehicles and related equipment), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. *Revised - Budget Amendment – Before the Fact:*

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

Ordinance No. 16-5303, second reading, to rename Commerce Farms Road to International Drive, by Paul Corder, Planning Director. (Passed 1st Reading by Council on 9/06/16)

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

New Business:

Council approval of a Certificate of Compliance for a Retail Package Store (Applicant: Diana Patel; Liquor World; 623 South Cumberland Street), by Robert Springer, Commissioner of Finance and Revenue.

Motion was made by Councilor Bryan, seconded by Councilor Cesternino, to approve Certificate of Compliance for a Retail Package Store, Diana Patel, Liquor World. Motion carried unanimously. Certificate of Compliance was approved.

Ordinance No. 16-5306, first reading, to authorize a budget amendment to appropriate funds for the Home Grant Program, by Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment – Before the Fact:

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

Ordinance No. 16-5307, first reading, to authorize budget amendments for the Federal Asset Seizure Fund (for the purchase of ten in-car cameras and a server), by Mike Justice, Police Chief, and Robert Springer, Commissioner of Finance and Revenue. *Budget Amendment - Before the Fact:*

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

Ordinance No. 16-5309, first reading, to authorize a budget amendment for the Maintenance Department, by Jeff Baines, Commissioner of Public Works. *Budget Amendment – Before the Fact:*

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

Ordinance No. 16-5310, first reading, to authorize a budget amendment for annual Street Paving and Striping, by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue. *Budget Amendment – Before the Fact*:

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

Resolution No. 16-1981, authorizing the issuance, sale, and payment of Water-Sewer Interfund Loan Capital Outlay Notes not to exceed \$1,125,000 (for the purchase of three fire vehicles), by Robert Springer, Commissioner of Finance and Revenue, and Chris Dowell, Fire Chief.

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

Resolution No. 16-1982, to purchase one fire engine, one rescue truck, and one used one ton pickup truck for the Fire Department, by Chris Dowell, Fire Chief, and Lisa Lane, Purchasing Agent.

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

Ordinance No. 16-5311, first reading, changing unaddressed West Main Street from RS20 (Low Density Single-Family) to CN (Commercial Neighborhood) in Ward 6, by Paul Corder, Planning Director. (Request by Carolyn Eakes, Stephen Piercey & Billy Huff) (5.05 acres; Tax Map 57, part of Parcel 25.04) (Lebanon Planning Commission voted 8-0 to send to City Council with No Recommendation on August 23, 2016.)

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

Ordinance No. 16-5312, first reading, changing 309, 311 and 313 on North Maple Street from CS (Commercial Service) to DMU (Downtown Mixed Use District) in Ward 3, by Paul Corder, Planning Director. (Request by Curtis A. Gibbs, Jr.) (Factory Row; 0.68 acres; Tax Map 68D, Group J, Parcels 20 and 21) (Lebanon Planning Commission recommended approval with a vote of 8-0 on August 23, 2016.)

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

Ordinance No. 16-5313, first reading, changing 1729, 1731 and 1733 West Main Street from CN (Commercial Neighborhood) to CG (Commercial General) in Ward 6, by Paul Corder, Planning Director. (Request by DJS Partners) (4.0 acres; Tax Map 57, Parcels 37, 38 and 39) (Lebanon Planning Commission recommended approval by a vote of 7-1 on August 23, 2016.)

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.

Resolution No. 16-1983, to approve the quote from EMS Imaging for the off-site storage of inactive Human Resources and Payroll files, by Sylvia Reichle, Human Resources Director.

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

Ordinance No. 16-5314, first reading, to authorize a budget amendment to appropriate donations received for the Dog Park, by Mayor Philip Craighead, and Robert Springer, Commissioner of Finance and Revenue. *Budget Amendment - Before the Fact:*

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

Resolution No. 16-1984, in honor of our local, community-owned Natural Gas Utility, by Mayor Philip Craighead, and Jeff Baines, Commissioner of Public Works.

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

Ordinance No. 16-5315, first reading, to abandon the City of Lebanon's interest in a portion of Old Franklin Road, by Jeff Baines, Commissioner of Public Works.

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

Ordinance No. 16-5316, first reading, to approve a policy regarding the allocation of Dog Park Donations received, by Robert Springer, Commissioner of Finance and Revenue.

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

Resolution No. 16-1985, a resolution of the City Council of Lebanon in support of the application for Flight School Operations by Class Bravo Air at the Lebanon Municipal Airport, by Commissioner of Public Works Jeff Baines.

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

Resolution No. 16-1896, a resolution of the City Council of Lebanon in support of the Tennessee Department of Transportation "Transportation Alternative Program" Grant Application, by Commissioner of Public Works Jeff Baines.

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

The Regular City Council Meeting of September 6, 2016 adjourned at 6:48 p.m.

Attest:

Approved:

Robert D. Springer
Commissioner of Finance & Revenue

Philip Craighead
Mayor

Secretary:

Jaci Diebner

Drop In

RESOLUTION NO. 16-1986

A RESOLUTION OF THE CITY COUNCIL OF LEBANON IN SUPPORT OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION "TRANSPORTATION ALTERNATIVES PROGRAM" GRANT APPLICATION

WHEREAS, the Tennessee Department of Transportation is accepting proposals for Transportation Alternatives Program by October 3, 2016; and

WHEREAS, the City of Lebanon wishes to apply for such grant to connect along US 70/SR 24/West Main Street between Westview Plaza Shopping Center (Kroger) to SR/Winwood Drive; and

WHEREAS, the total project estimated cost is \$548,000.00 with an estimated local share of \$109,600.00; and

WHEREAS, funds for the local share are available in the General Fund Balance; and

WHEREAS, the City of Lebanon Public Works Commissioner desires to apply for and receive funds from the Tennessee Department of Transportation.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue shall authorize any documentation necessary for the purposes of the Public Works Commissioner applying for and accepting funds being made available to local governments through the Tennessee Department of Transportation "Transportation Alternatives Program".

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

Councilmember _____ moved to adopt the resolution.

Councilmember _____ seconded the motion.

Voting in favor: ___ Voting against: ___

Adopted this ___ day of _____, 2016.

Res. No. 16-1986
Page 2

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Drop In

RESOLUTION NO. 16-1985

A RESOLUTION OF THE CITY COUNCIL OF LEBANON IN SUPPORT OF THE APPLICATION FOR FLIGHT SCHOOL OPERATIONS BY CLASS BRAVO AIR AT THE LEBANON MUNICIPAL AIRPORT

WHEREAS, the City of Lebanon desires to have a Flight School located at the Lebanon Municipal Airport; and

WHEREAS, Class Bravo Air has submitted an application to provide a flight school at the Lebanon Municipal Airport; and

WHEREAS, the City of Lebanon Airport Commission unanimously approved that this application be recommended to Lebanon City Council for approval at its meeting on August 4, 2016; and

WHEREAS, Class Bravo Air has obtained all necessary licenses and insurances to operate said business at the Lebanon Municipal Airport.

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

Section 1. That Class Bravo Air is hereby approved to operate Flight School Operations at the Lebanon Municipal Airport. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute any documentation necessary to implement such Flight School Operations.

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



Flight School & Rentals

Letter of Application for flight school operations to be conducted at M54 from:

*Class Bravo Air
760 Franklin Rd
Hanger 8
Lebanon TN 37087*

Please accept our application to conduct a Commercial Operation at the Lebanon Airport.

What is Class Bravo Air?

- A full service flight school with a growing fleet of airplanes for training and rentals
- A network of flight instructors using common "Best Practices"
- Dedicated to great customer service and a friendly, accessible approach to instruction
- Focused on M54, the local aviation, and economic community
- Owned and managed by:
 - Paul Delaney, Southwest Airlines Captain, CFII, MEI, ATP, etc.
 - William Presler, serial entrepreneur, MBA.

Why M54?

- M54 is a fast growing airport in a fast growing community
- Excellent Ownership Credentials: both business and aviation
- Need for flight instruction and aircraft rentals in the area
- Good position for partnership with FBO and area instructors, CATS center across street
- M54 Strengths:
 - Great EAA Chapter, one of the best!
 - Strong Flight Club (currently maxed out)
 - Growing and well managed FBO. Good relationships with local/middle TN gov't and business.
- General Aviation at this field is on a strong upswing.

Operational Processes:

- Great Branding, Great Website, Incredible Attitudes
- Standard Operational Procedures for instruction
- Primarily based at Direct Flight Solutions FBO
- Instructors available to receive phone calls in real-time; onsite most days; scheduled time slots known in advance



Flight School & Rentals

- More than just a phone conversation – actively encourage people to sign up for a Class Bravo Discovery flight. Let them see the airport, smell the fuel and hear the roar of the engines
- All maintenance and fueling at M54, Direct Flight Solutions
- User friendly website for scheduling, Credit Card payments, and tracking of flight times for customers

Instructional Philosophy:

- Syllabus based training program
 - Any instructor can fill in for any other instructor
 - Consistent results for students
 - Keeps students scheduling regardless of an individual instructors availability
 - Personal Aviation Record
- Encourage use of different airplanes across the fleet
 - Builds confidence and knowledge
 - Paves the way for better fleet utilization
- Friendly and approachable interactions with customers. Make it simple. Make it fun. Smile.
- The customer is not always right. (But they are always the customer.)
- Focus on safe, skilled pilots and good decision making.
- Teach “Why” something is supposed to be done. Not just what.
- No running up flight times. Treat people right.
- Focus on current navigational aids. Be relevant. Encourage proven best practices.

In summary, we propose to create at M54 a best practices-based, quality oriented flight school and rental service that will serve the needs of the community, help grow M54 and General Aviation overall and create new business opportunities for our local economy.

Thank you for your support and consideration,

William Presler & Paul Delaney
Class Bravo Air



Flight School & Rentals

Randy Laine

From: Angela Fantom
Sent: Friday, September 16, 2016 10:41 AM
To: Randy Laine
Subject: 8/4 AC Meeting Minutes - Class Bravo

At this time Mr. William Presler addressed the commission and presented a letter of application for flight school operations to be conducted at M54 from Class Bravo Air, Hangar 8. Class Bravo Air is a full service flight school with a growing fleet of airplanes for training and rentals. It is focused on the airport, local aviation, and economic community. Class Bravo Air is owned and managed by Paul Delaney (Southwest Airlines Captain, CFII, MEI, ATP, etc.) and Mr. Presler ("serial entrepreneur," MBA).

Mr. Presler commented that he is excited about the prospect of working with the airport, Direct Flight Solutions, and the Airport Commission while teaching people how to fly. He stressed that although he is a business owner by blood, he is interested in this business because he loves aviation as well as the airport and what it has accomplished over the years. Mr. Presler spoke in high praise of Ms. Bay who had been out of the office touring Tennessee airports this week and trying to prevent cuts in funding. He informed Mr. Allen that Class Bravo Air currently has one plane and plans to grow to three planes in the next twelve months. Mr. Presler advised that it is highly unlikely for Class Bravo Air to give consideration to renting the existing terminal building as the business can't operate while losing money. Mr. Oliva commented that those interested in flight training are currently referred to Smyrna Airport.

A motion was made by Mr. Lowe and seconded by Dr. Stumb to recommend City Council approval of the letter of application subject to contract and insurance requirements being met.

Councilor Cesternino asked to discuss the item further. In the future, he would like to see State and City business licenses, insurance, etc., on the front end, before voting, so that the commission can give a full recommendation to City Council. Mr. Baugh and Mr. Allen explained that this recommendation is step one and allows Class Bravo Air to move forward and then present its letter of application to City Council.

All then voted aye to recommend City Council approval of the letter of application subject to contract and insurance requirements being met.

Mr. Allen commented that Class Bravo Air can now obtain its licenses and, according to Airport Rules and Regulations, the commission can obtain a credit report if it chooses. Comm. Baines will work with Mr. Presler to get the item on a City Council meeting agenda.

Angela Fantom, Administrative Assistant III
CITY OF LEBANON
Engineering Department and Public Works Administration
(615) 443-2824 | fax: (615) 444-1515
[Lebanon's Interactive Mapping website](#)



ORDINANCE NO. 16-5315

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON QUITCLAIM TO THE CONTIGUOUS PROPERTY OWNERS THE CITY'S INTEREST IN AN ABANDONED RIGHT LEFT BY THE REALIGNMENT OF FRANKLIN ROAD DURING THE CONSTRUCTION OF SOUTH HARTMANN DRIVE

WHEREAS, Franklin Road is a public right-of-way that was realigned due to the construction of the South Hartmann Drive interchange; and

WHEREAS, the City of Lebanon abandoned a portion of Franklin Road that was left unused due to the realignment, but maintained a right-of-way on such property; and

WHEREAS, this abandoned and unused portion of Franklin Road is contiguous to and bounded on the north property owned by John Freeman and wife, Betty Freeman; and

WHEREAS, it is in the best interests of the citizens of Lebanon to abandon this restriction on contiguous property owners equally so that the property is better suited for future development purposes.

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

Section 1. The Mayor and Commissioner of Finance are authorized to execute and record any documentation necessary to quitclaim any interest the City maintains in an abandoned right of way left over after the realignment of Franklin Road during the construction of South Hartmann Drive. The City's interest shall be divided equally amongst contiguous property owners, including specifically John and Betty Freeman, owners of the property bounding the right of way to the north.

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.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ordinance No. 16-5315
Page 2

Approved as to Form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 16-5306

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE HOME GRANT PROGRAM

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, the City of Lebanon applied for and has received funds for the HOME Program; and

WHEREAS, a budget amendment is necessary to appropriate such funds.

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: HOME Grant Program

From: 1102-33442 THDA HOME Grant \$500,000.00

To: 11042425-72900 Contractual Services \$500,000.00

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: 9/20/16

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT.

BUDGET AMENDMENT FORM FINANCE DEPT

FY 2016-2017

2016 SEP -8 AM 10:45

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Home Grant Program

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1102 33442	THDA Home Grant	500,000.00	\$

Total \$ -

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042425 72900	Contractual Services	\$	500,000.00

Total \$ -

Department Head certifies that no funds have or will be obligated prior to approval of this transfer.

REQUESTED BY Stuart Lawson

DATE 9/8/2016

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE 

DATE 9-9/16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Create budget for the Tennessee Housing Development Agency Home Grant in the amount of \$500,000.00

ORDINANCE NO. 16-5307

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE BUDGET AMENDMENTS FOR THE FEDERAL ASSET SEIZURE 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, the City of Lebanon wishes to purchase ten in-car cameras and the server for the in-car cameras in order to better protect the health, safety, and welfare of the citizens of Lebanon; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the FY 2016 – 2017 City of Lebanon budget in the following manner for the purchase of ten (10) in-car cameras and the server for the in-car cameras:

Department: Federal Asset Seizure Fund			
From:	12990000-79000	Budget Fund Balance	\$82,000.00
To:	12942100-79480	Computer Equipment	\$34,000.00
	12942100-79490	Machinery & Equipment	\$48,000.00

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: 9/20/16

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017**

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

DEPARTMENT FEDERAL ASSET SEIZURE FUND

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12990000-79000	BUDGET FUND BALANCE	\$ 82,000.00	
Total		\$ 82,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12942100-79480	COMPUTER EQUIPMENT		\$ 34,000.00
12942100-79490	MACHINERY & EQUIPMENT		\$ 48,000.00
Total			\$ 82,000.00

REQUESTED BY	_____	DATE	_____
DEPARTMENT HEAD	_____	DATE	_____
COMM. OF FINANCE	_____	DATE	_____
MAYOR	_____	DATE	_____

REASON FOR THIS TRANSFER:

To purchase 10 in-car cameras and the server for the in-car cameras.

ORDINANCE NO. 16-5309

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

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 necessary for the Maintenance Department to cover the cost of three mower leases for the remainder of the year; and

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

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

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

Department: Maintenance

From: 11090000-79000	Fund Balance	\$9,930.00
To: 11041840-72900	Contractual Services	\$9,930.00

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: 9/20/16

Passed second reading: _____

ORDINANCE NO. 16-5310

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR ANNUAL STREET PAVING AND STRIPING

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 Annual Street Paving and Striping to appropriate unused funds from the 15 – 16 fiscal year to the 16 – 17 fiscal year; 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: Annual Street Paving and Striping		
From: 11090000-79000	Budget Fund Balance	\$1,850,396.14
To: 11043115-72900	Contractual Services	\$1,850,396.14

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: 9/20/16

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT.

BUDGET AMENDMENT FORM FINANCE DEPT

FY 2016-2017

2016 AUG 30 PM 12: 26

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

**ANNUAL STREET PAVING
& STRIPPING**

DEPARTMENT _____

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 1,850,396.14	

Total \$ 1,850,396.14

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043115-72900	CONTRACTUAL SERVICES		\$ 1,850,396.14

Total \$ 1,850,396.14

REQUESTED BY

Sheri Featherston

DATE

8-30-16

DEPARTMENT HEAD

[Signature]

DATE

COMM. OF FINANCE

DATE

8-30-16

MAYOR

DATE

REASON FOR THIS TRANSFER:

APPROPRIATE FUNDS FROM FY 15-16 TO FY 16-17.

ORDINANCE NO. 16-5314

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT TO APPROPRIATE DONATIONS RECEIVED FOR THE DOG 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, the City of Lebanon is constructing a Dog Park; and

WHEREAS, a budget amendment is necessary to appropriate donations received for this project.

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

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

Department: Community Park

From: 1104-34015	Donations	\$4,625.00
To: 11044420-72990	Dog Park Expenditures	\$4,625.00

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: 9/20/16

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017**

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT COMMUNITY PARK

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1104-34015	DONATIONS	\$ 4,625.00	
Total		\$ 4,625.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11044420-72990	DOG PARK EXPENDITURES		\$ 4,625.00
Total			\$ 4,625.00

REQUESTED BY Shai Featherston

DATE 9-9-16

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

TO APPROPRIATE DONATIONS RECEIVED FOR THE DOG PARK

ORDINANCE NO. 16-5315

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON QUITCLAIM TO THE CONTIGUOUS PROPERTY OWNERS THE CITY'S INTEREST IN AN ABANDONED RIGHT-OF-WAY LEFT BY THE REALIGNMENT OF FRANKLIN ROAD DURING THE CONSTRUCTION OF SOUTH HARTMANN DRIVE

WHEREAS, Franklin Road is a public right-of-way that was realigned due to the construction of the South Hartmann Drive interchange; and

WHEREAS, the City of Lebanon abandoned a portion of Franklin Road that was left unused due to the realignment, but maintained a right-of-way on such property; and

WHEREAS, this abandoned and unused portion of Franklin Road is contiguous to and bounded on the north property owned by John Freeman and wife, Betty Freeman; and

WHEREAS, it is in the best interests of the citizens of Lebanon to abandon this restriction on contiguous property owners equally so that the property is better suited for future development purposes.

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

Section 1. The Mayor and Commissioner of Finance are authorized to execute and record any documentation necessary to quitclaim any interest the City maintains in an abandoned right of way left over after the realignment of Franklin Road during the construction of South Hartmann Drive. The City's interest shall be divided equally amongst contiguous property owners, including specifically John and Betty Freeman, owners of the property bounding the right of way to the north.

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.

Attest:

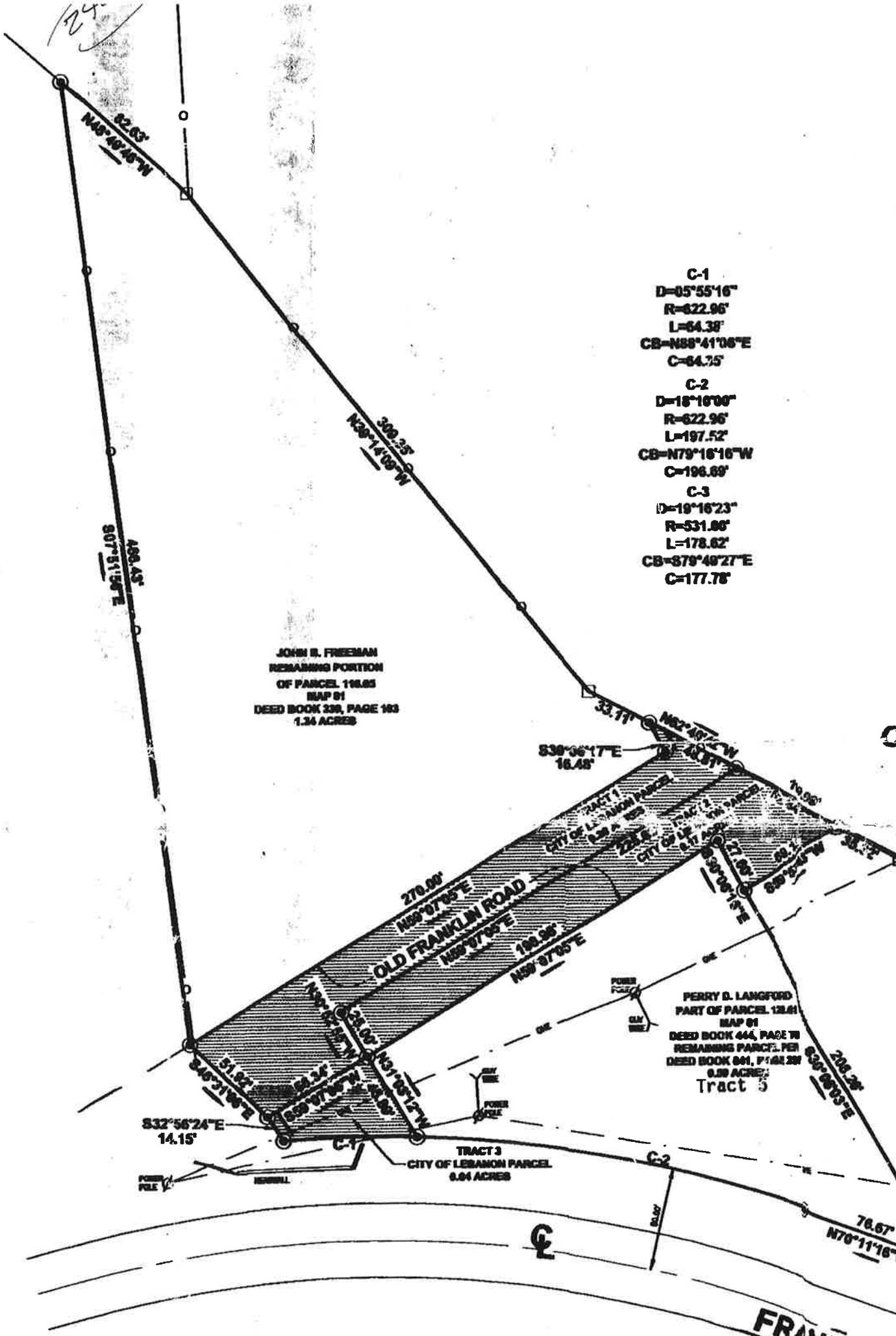
Approved:

Approved as to Form:

City Attorney

Passed first reading: 9/20/16

Passed second reading: _____



ORDINANCE NO. 16-5316

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE A POLICY REGARDING THE ALLOCATION OF DOG PARK DONATIONS RECEIVED

WHEREAS, the City desires to institute a policy regarding dog park donations received in order to enhance efficiency; and

WHEREAS, such new policy would allow an automatic allocation of the Donations Dog Park Revenue account in the proper Fund to the corresponding expenditure account in the Fund; and

WHEREAS, any donations for the dog park money to be allocated to a different expenditure account other than for the dog park expenditures will require a budget amendment approved by the Lebanon City Council before the funds can be spent.

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

Section 1. Notwithstanding any other resolutions or ordinances to the contrary, the following policy regarding the allocation of donations for the dog park money received is hereby approved:

Any donations for the dog park money received shall be allocated to the Donations Dog Park Revenue account (1104 34019) in the proper Fund and the corresponding expenditure account to the Dog Park Expenditures account (11044420-72990). A budget amendment shall be done automatically to record the revenue to the corresponding expenditure account. Any donations for the dog park to be allocated to a different expenditure account other than the one mentioned above shall require a budget amendment to be done and be approved by the Lebanon City Council before the funds can be spent.

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: 9/20/16

Passed second reading: _____

ZONING ORDINANCE 16-5272

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF
LEBANON, TENNESSEE, BY CHANGING UNADDRESSED PROPERTY ON
LEEVILLE PIKE FROM RR – RURAL RESIDENTIAL AGRICULTURAL TO RS9 –
MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL 9,000 IN WARD 4**

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

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

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

WHEREAS, the property owner is asking for the RS9 zoning to continue the residential
zoning on Leeville Pike; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended
approval of this rezoning to the Mayor and City Council by a vote of 7-2 at June 28, 2016
Meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from
RR – Rural Residential Agricultural to RS9 – Medium Density Single Family Residential 9,000:

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on September 16, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers October 4, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

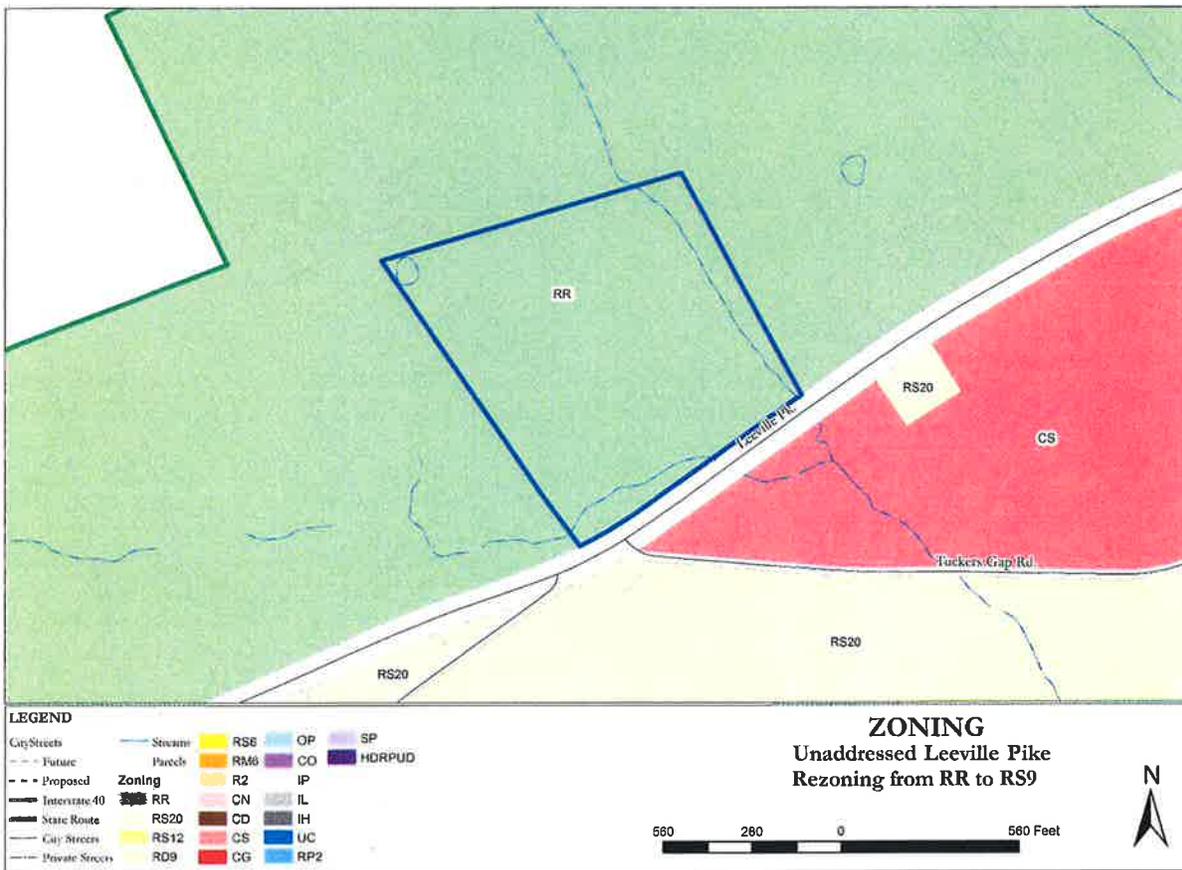
Mayor

Approved as to Form:

Passed first reading: August 16, 2016.

City Attorney

Passed second reading: _____



RESOLUTION NO. 16-1962

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION
AT UNADDRESSED ODUM LANE (TAX MAP 116 PART OF PARCEL 20) TO
BE ADDED TO WARD 4**

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

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

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Plan of Services to the Mayor and City Council by a vote of 8-0 at July 26, 2016 Meeting.

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

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

**July 22, 2016
PROPERTY AT UNADDRESSED ODUM LANE
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 89.17 acres at Unaddressed Odum Lane as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2016.

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

Introduction

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

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

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

The owner of the property at Unaddressed Odum Lane 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 Delacey Property
 Street Location East of 840 & South of Central Pike. Hixson Blvd to be extended South to provide access
 Tax Map/Group Number 118 Parcel Number p/o 020.00
 Total Acreage 89.17 acres

Approval Requested:

- Annexation & Zoning 89.17 Acres / To SP 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 McQuest Properties, LLC - Doug McDowell
 Address 3835 Cleghorn Ave, Suite 250
Nashville, TN 37215
 Telephone Number (615) 480-9889
 Fax Number _____ E-Mail _____

Surveyor/Engineer:

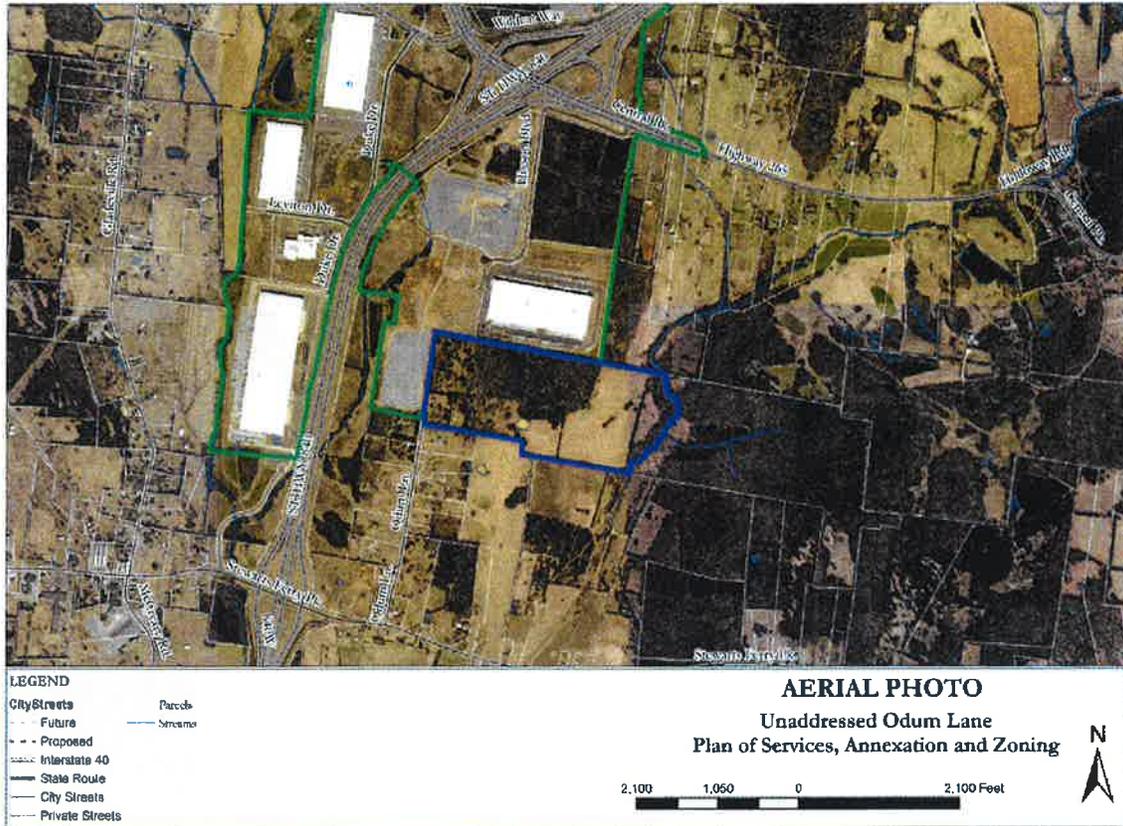
Name Civil Site Design Group, PLLC - Jim T. Harrison
 Address 630 Southgate Avenue, Suite A
Nashville, TN 37203
 Telephone Number (615) 512-5250
 Fax Number (615) 251-9575 E-Mail jimh@civil-site.com

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 06/29/16 Date of Requested Planning Commission Meeting 07/26/16

200 North Castle Heights Avenue • Lebanon, Tennessee 37087 • (615) 444-3847 • Fax (615) 443-2899



Legal Description

Beginning at the Point of beginning whose Northing is 650098.584 and whose Easting is 1849518.335;
 thence bearing N 08° 25' 24" E a distance of 995.75 feet to a point;
 thence bearing S 79° 30' 59" E a distance of 2177.16 feet to a point;
 thence bearing S 79° 59' 14" E a distance of 838.67 feet to a point;
 thence bearing S 07° 05' 47" E a distance of 207.26 feet to a point;
 thence bearing S 45° 14' 09" E a distance of 164.30 feet to a point;
 thence bearing S 06° 04' 00" E a distance of 242.37 feet to a point;
 thence bearing S 38° 48' 42" W a distance of 321.91 feet to a point;
 thence bearing S 42° 40' 51" W a distance of 388.75 feet to a point;
 thence bearing S 69° 39' 05" W a distance of 150.00 feet to a point;
 thence bearing S 10° 49' 11" W a distance of 125.34 feet to a point;
 thence bearing N 80° 04' 58" W a distance of 1,409.08 feet to a point;
 thence bearing N 06° 47' 13" E a distance of 171.08 feet to a point;
 thence bearing N 80° 26' 11" W a distance of 1,301.84 feet to a point;
 thence along a curve to the LEFT, having a radius of 1,646.40 feet a delta angle of 07°02' 51", and whose long chord bears N 00° 09' 56" E a distance of 202.386 feet to the Point of Beginning.
 Containing 3,884,303.43 square feet, 89.17 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 – Gladeville Utility District has a 6" line that terminates near this property at the Northern terminus of Odum Lane. Any extensions or improvements to this water line will need to be coordinated with Gladeville Utility District.

b. Sanitary Sewer – Sewer would need to be extended to this site at the cost of the developer. The estimated cost to extend sewer is \$8,844.

c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.

4. Electric Service and Street Lighting

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

5. Public Works

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

b. Sanitation – City sanitation services will be available at the time of annexation.

c. Street and Right-of-Way Repair and Maintenance – This annexation will not include any street right-of-way. Odum Lane is a County Road. The County has notified the City that it does not intend to allow truck traffic on Odum Lane.

d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

The City of Lebanon does not serve this area with gas. The developer/owner will need to work with the Middle Tennessee Natural Gas Utility District to extend service if needed.

7. Schools

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

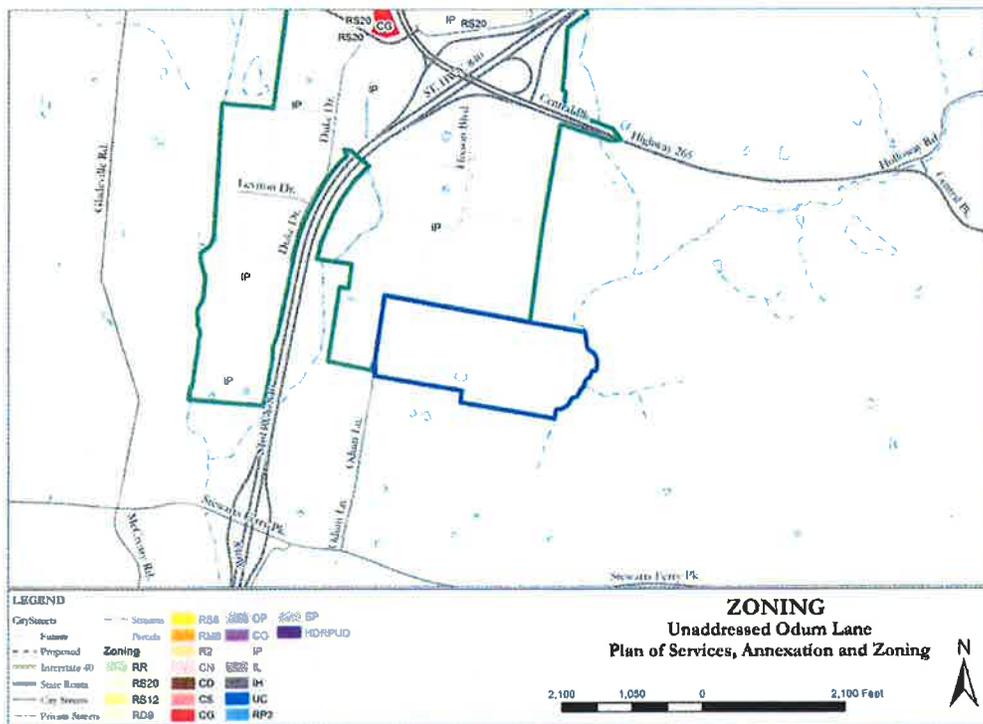
8. Inspection and Codes Enforcement

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

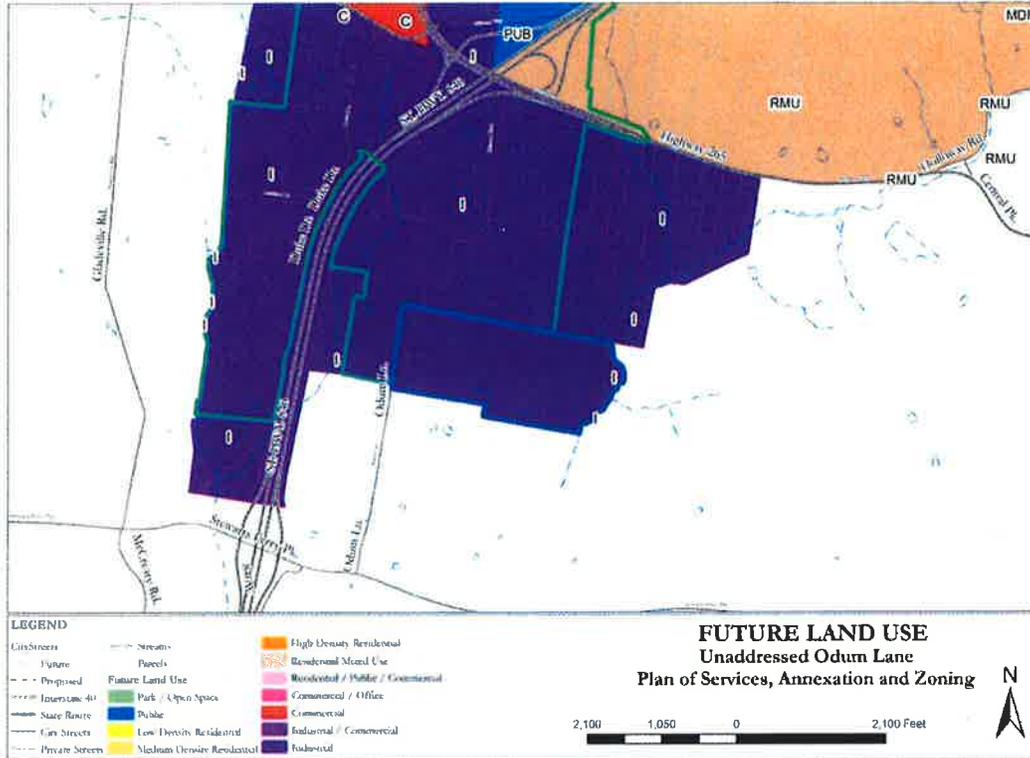
9. Planning and Zoning

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

a. The requested zoning for the annexation is IP – Planned Business/Industrial Park



b. The current Future Land Use Plan classification for this area is Industrial.



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 **\$302,563**. This equals an assessed value of about **\$121,025** for a commercial property. The property tax generation from this property as an industrial property in the City would be about **\$736** per year. The estimate cost to serve this area is **\$8,844**.

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

Notice of the Public Hearing was published in the Wilson Post on September 16, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers October 4, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: September 6, 2016.

City Attorney

Passed second reading: _____

RESOLUTION NO. 16-1963

A RESOLUTION FOR ANNEXING PROPERTY AT UNADDRESSED ODUM LANE, ALSO IDENTIFIED AS TAX MAP 116 PART OF PARCEL 20 CONTAINING 89.17 ACRES IN THE RECORDS OF THE WILSON COUNTY ASSESSOR OF PROPERTY (SHOWN ON THE ATTACHED MAP) TO BE ADDED TO WARD 4

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

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

WHEREAS, no right-of-way is being added to the City; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this annexation to the Mayor and City Council by a vote of 8-0 at July 26, 2016 Meeting.

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on September 16, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers October 4, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

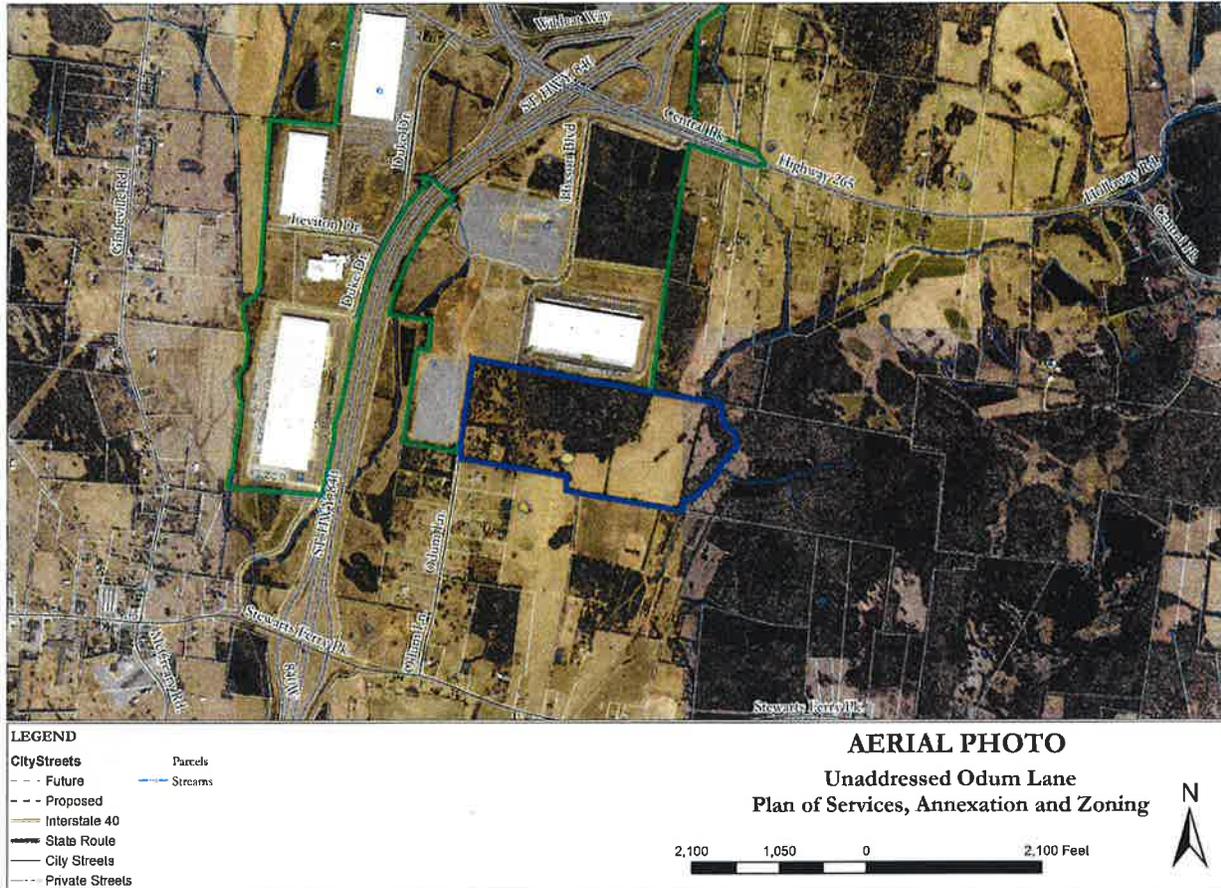
Mayor

Approved as to Form:

Passed first reading: September 6, 2016.

Passed second reading: _____

City Attorney _____



ZONING ORDINANCE NO. 16-5288

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING ZONING APPROVAL OF 89.17 ACRES AT UNADDRESSED ODUM LANE (TAX MAP 116 PART OF PARCEL 20) TO IP – PLANNED BUSINESS/INDUSTRIAL PARK IN WARD 4

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

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

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

WHEREAS, the owner is asking for the IP zoning to continue the industrial zoning on State Route 109 corridor; 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 July 26, 2016 Meeting.

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

Section 1. That the property described herein be, and the same is hereby, zoned IP – Planned Business/Industrial Park:

Approximately 89.17 acres more or less, located at unaddressed Odum Lane as shown on the attached map.

For reference, see Deed Book 1706 Page 530, in the Register's Office of Wilson County, Tennessee, Tax Map 116 part of Parcel 20, for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on September 16, 2016.

The Public Hearing was held at 5:55 PM in the City Council Chambers October 4, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

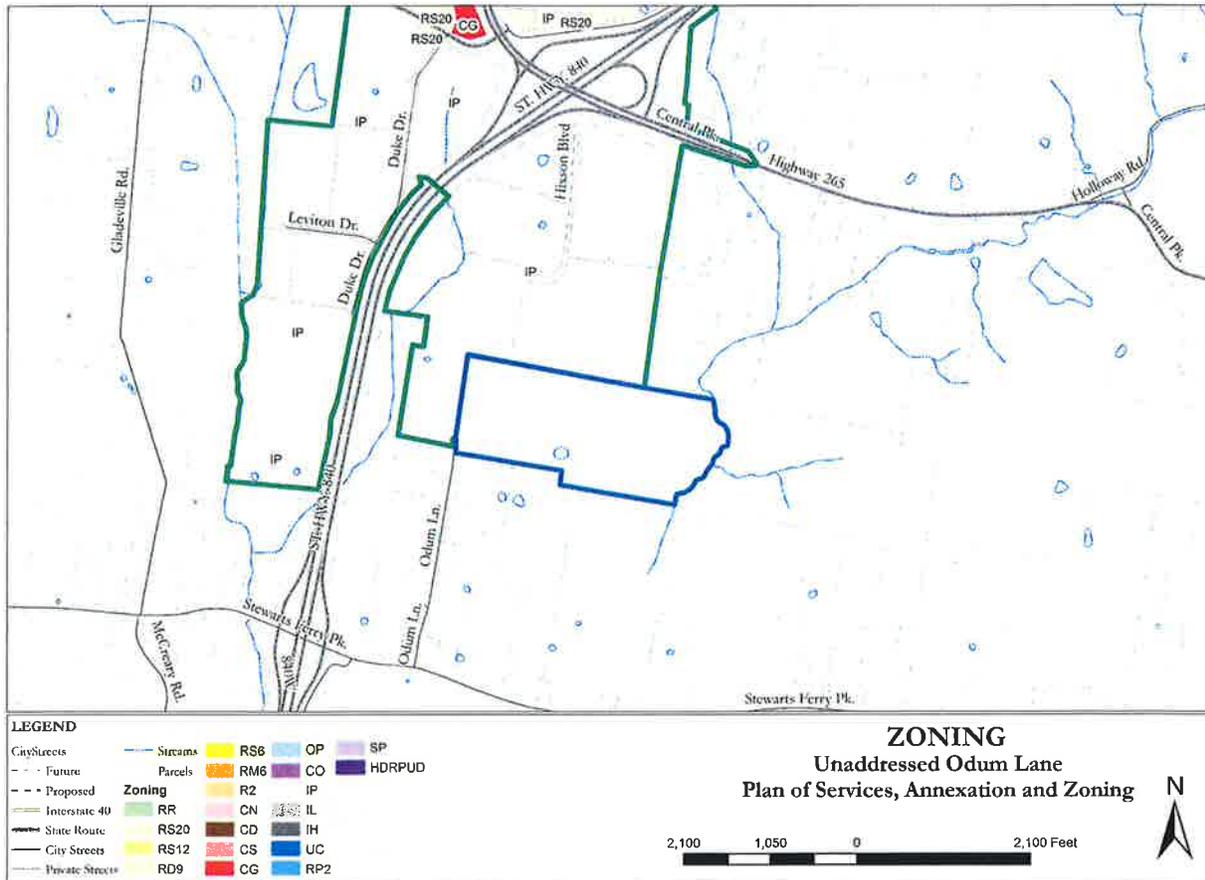
Mayor

Approved as to Form:

Passed first reading: September 6, 2016.

City Attorney

Passed second reading: _____



RESOLUTION NO. 16-1969

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO ACCEPT BIDS FOR THE HVAC SERVICE AGREEMENT FOR THE JIMMY FLOYD FAMILY CENTER

WHEREAS, the Jimmy Floyd Family Center has a need for HVAC Service Agreement, as detailed on the tabulation of bids attached hereto by reference as if appearing verbatim herein; and

WHEREAS, competitive bidding for this project was opened on July 29, 2016, wherein the City of Lebanon received the following bids; and

<u>COMPANY</u>	<u>AMOUNT</u>
Kimbro Mechanical	\$8,550.00
Johnson Controls	No Response
Bentley's Heating & Air	No Response
Lee Company	No Response

WHEREAS, funds are appropriated in the 2016 – 2017 budget under line item no. 122-44430-290.

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 enter into a contract with Kimbro Mechanical, the best and lowest bidder, for the three year maintenance agreement for the HVAC Units at the Jimmy Floyd Family Center, as detailed on the tabulation of bids attached hereto by reference as if appearing verbatim herein, in the amount of Eight Thousand, Five Hundred Fifty Dollars and No Cents (\$8,550.00).

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

RESOLUTION NO. 16-1987

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE AN
UPDATED CONTRACT WITH WINDSTREAM COMMUNICATIONS FOR
PHONE AND DATA SERVICES**

WHEREAS, it is necessary to approve an updated contract with Windstream Communications for telephone and data services; and

WHEREAS, the updated contract 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 enter into the contract with Windstream Communications, attached hereto by reference as though stated verbatim herein, for phone and data services for the City of Lebanon.

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

Windstream Communications Updated Contract Calculation

Windstream Location Account #	Location	Previous monthly amount	New monthly amount	Monthly Increase/ (Decrease) Amount
4548614	CITY OF LEBANON - CARVER ST	\$1,135.17	\$1,096.01	(\$39.16)
223332	CITY OF LEBANON	\$3,821.16	\$3,955.95	\$134.79
223443	LEBANON (IT)	\$1,138.48	\$1,063.38	(\$75.10)
4459688	LEBANON - FIRE DEPT HEADQUARTERS	\$1,313.27	\$1,225.14	(\$88.13)
4459689	LEBANON - GAS DEPT	\$1,406.22	\$1,265.71	(\$140.51)
223184	LEBANON CEDAR GROVE CEMETARY	\$1,337.21	\$1,240.00	(\$97.21)
223298	LEBANON FIRE #1	\$1,333.10	\$1,220.14	(\$112.96)
223214	LEBANON FIRE #2	\$1,304.14	\$1,200.14	(\$104.00)
223176	LEBANON FIRE #3	\$1,313.08	\$1,240.10	(\$72.98)
223190	LEBANON JIMMY FLOYD CENTER	\$1,381.54	\$1,280.00	(\$101.54)
223363	LEBANON POLICE DEPT	\$2,031.19	\$1,872.67	(\$158.52)
223202	LEBANON PUBLIC SAFETY-GAS	\$1,364.98	\$1,235.14	(\$129.84)
223196	LEBANON PUBLIC WORKS	\$1,317.52	\$1,239.95	(\$77.57)
223216	LEBANON RECREATION DEPT	\$1,253.72	\$1,200.15	(\$53.57)
223152	LEBANON SEWER DEPT	\$1,337.22	\$1,197.57	(\$139.65)
	GRAND TOTAL	\$22,788.00	\$21,532.05	(\$1,255.95)
	ANNUAL TOTAL	\$273,456.00	\$258,384.60	(\$15,071.40)



ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and City of Lebanon ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") Proposals 2799675, 2799149, 2799561, 2799558, and 2799565 between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

RATE INCREASES

If during the Term of the Agreement Windstream increases Customer's MRC's for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for the such Services) by any amount above the amounts set forth in Customer's signed service order, Customer shall have the right, upon thirty (30) days written notice, to terminate the applicable service order without liability other than payment for Services rendered through the effective date of termination. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

AUTO RENEWAL

The second sentence in Section 1 of the Agreement (Term and Renewal) is replaced by the following:

"Upon expiration of the Term, this Agreement will automatically renew at WIN's then current rates for the Services for successive month to month terms (each, a "Renewal Term")."

ETHERNET OR FIBER BUILDOUT

Windstream and Customer hereby agree that in the event that costs from Carrier for Ethernet or fiber buildout or third-party contractor costs exceeds an acceptable level (per Customer's judgment), Customer shall be allowed to cancel the applicable Proposal without Cancellation Charges, if notification of cancellation occurs within ten (10) business days of notification of costs.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

City of Lebanon (Customer)	Windstream (and its affiliates)
_____ AUTHORIZED REP. (PRINTED NAME):	_____ AUTHORIZED REP. (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE:

WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. Term and Renewal. This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, (each, a "Renewal Term"). If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.

2. Charges for Services. Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**

3. Installation. Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.

4. Billing and Payment; Disputes. Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.

5. Credits and Deposits. Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.

6. Moves. If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.

7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility. Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requests Customer return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the fair market value of the equipment as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.

8. WIN-Provided Software. Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose. Customer may be required to provide WIN with evidence that its use of the Software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

version 05.04.16

9. Use of Services. Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own and users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.

the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: w) immediately terminate Services; x) charge Customer long-distance charges and an additional price per minute; y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, z) require Customer to pay for the excessive use immediately and make a deposit.

10. Termination. Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers; (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

11. Effect of Termination.

a. **Pre-Installation-** if Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).

b. **Post-Installation-** IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.

12. Limitation of Liability; Indemnity. FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY, IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. **CUSTOMER INDEMNITY:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY

version 05.04.16

WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. Force Majeure. WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.

15. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.WIN.net/>

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.

customersupport/usersguide/accept/accept.html AND THE "PRIVACY POLICY" POSTED AT <http://www.WIN.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies.

16. Miscellaneous. (a) **Signatures and Amendments.** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications.** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, Windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-800-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law.** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial: EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT;** (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment.** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.:** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

For Managed Network Security Cloud Firewall only:

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.



Dynamic IP

Customer Information

Customer Name:	CITY OF LEBANON	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	200 N CASTLE HEIGHTS AV	EAN:	223332
Main Telephone Number:	615-444-4269	Proposal ID:	2799675
Contact Name:	Mike Collinsworth	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	250	---
Transport MetroE	1	---
Bandwidth	250Mb	---
Virtual Private Network Bandwidth	250Mb	---
Analog Line	12	---
B Channel	1	---
D Channel	1	---
Transport T1	1	---
Total Bundled Services		\$2372.60

Features	Total Qty	Total Price
Voice Local Features		
FX DID Numbers	20	\$4.00
DID	20	\$0.00
Directory Listing	1	\$0.00
Directory Listing - Additional	1	\$48.00
Directory Listing - Unpublished	1	\$2.00
Toll Restriction	12	\$0.00
Trunk Overflow to Number	1	\$25.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Hunting	4	\$45.00
BL Toll Restriction	4	\$0.00
Business Line	7	\$279.95
Bandwidth Data Features		
IP Addresses	16	\$32.00
Data Equipment Maintenance Charge	1	\$10.95
Bandwidth Web Features		
Domain Name Service	1	\$0.00
VPN Features		
CPE Monitoring	1	\$0.00
Managed Network Security Features		
Managed Network Security Cloud Advan	1	\$1069.60
Miscellaneous Features		
Federal Subscriber Line Charge F	7	\$64.40
Local Number Portability	7	\$2.45
Total Features		\$1583.35
Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$3,955.95**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$3,362.56**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	CITY OF LEBANON - CARVER ST		
Install Street Address:	200 CARVER LN	City, State, Zip:	LEBANON, TN 37087
Main Telephone Number:	—	EAN:	4548614
Contact Name:	Mike Collinsworth	Proposal ID:	2799149
Account Representative:	Elizabeth Brogdon	Proposal Type:	A - Add Renegotiation
		Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
Quality of Service	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Remote Site	1	—
Total Bundled Services		\$1072.86

Features	Total Qty	Total Price
Voice Local Features		
FX DID Numbers	1	\$0.20
Directory Listing	1	\$0.00
Soft Phone	1	\$0.00
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
VPN Features		
CPE Monitoring	1	\$0.00
Total Features		\$23.15

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,096.01**
Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$931.61**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name: LEBANON - FIRE DEPT HEADQUARTERS
Install Street Address: 112 HARTMANN DR **City, State, Zip:** LEBANON, TN 37090
Main Telephone Number: -- **EAN:** 4459688
Contact Name: Mike Collinsworth **Proposal ID:** 2799561
Account Representative: Elizabeth Brogdon **Proposal Type:** A - Add Renegotiation
Term: 3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	1	---
Remote Site	1	---
Total Bundled Services		\$1078.32

Features	Total Qty	Total Price
Voice Local Features		
Caller ID	1	\$0.00
DID	2	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	11	\$0.00
Total Features		\$146.82

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,225.14**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,041.37**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



VoIP and Data Bundle

Customer Information

Customer Name:	LEBANON (IT)	City, State, Zip:	LEBANON, TN 37090
Install Street Address:	2893 CALLIS RD	EAN:	223443
Main Telephone Number:	—	Proposal ID:	2799558
Contact Name:	Mike Collinsworth	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Total Bundled Services		\$1040.43

Features	Total Qty	Total Price
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WMN Network Portal	1	\$0.00
Miscellaneous Features		
BILLABLE RESALE USAGE	11	\$0.00
Total Features		\$22.95

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,063.38**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$903.87**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON - GAS DEPT		
Install Street Address:	215 MADDOX SIMPSON PKWY	City, State, Zip:	LEBANON, TN 37090
Main Telephone Number:	—	EAN:	4459689
Contact Name:	Mikeeee Collinsworth	Proposal ID:	2799565
Account Representative:	Elizabeth Brogdon	Proposal Type:	A - Add Renegotiation
		Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Analog Line	1	—
Remote Site	1	—
Total Bundled Services		\$1078.94

Features	Total Qty	Total Price
Voice Local Features		
Caller ID	1	\$0.00
DID	1	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	3	\$0.00
Business Line	3	\$119.85
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Feature Package		
Feature Package	1	\$43.97
Total Features		\$186.77

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,265.71**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,075.85**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON PUBLIC SAFETY-GAS		
Install Street Address:	1017 SPARTA PKE	City, State, Zip:	LEBANON, TN 37090
Main Telephone Number:	—	EAN:	223202
Contact Name:	MIKE COLLINSWORTH	Proposal ID:	2806773
Account Representative:	Elizabeth Brogdon	Proposal Type:	A - Add Renegotiation
		Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Analog Line	1	—
Remote Site	1	—
Total Bundled Services		\$1082.82

Features	Total Qty	Total Price
Voice Local Features		
DID	1	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
ConnectU Minutes	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
IP Addresses	4	\$5.50
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	11	\$0.00
Total Features		\$152.32

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,235.14**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,049.87**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON POLICE DEPT	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	406 TENNESSEE BLVD	EAN:	223363
Main Telephone Number:	--	Proposal ID:	2806767
Contact Name:	Johnn Allison	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	2	---
B Channel	23	---
D Channel	1	---
Total Bundled Services		\$1520.50

Features	Total Qty	Total Price
Voice Local Features		
FX DID Numbers	115	\$3.40
FX DID Numbers	1	\$0.00
Directory Listing	1	\$0.00
Toll Restriction	3	\$0.00
Trunk Overflow to Number	1	\$25.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Hunting	4	\$45.00
BL Toll Restriction	5	\$0.00
Business Line	5	\$199.85
Bandwidth Data Features		
IP Addresses	8	\$24.00
Data Equipment Maintenance Charge	1	\$10.95
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	10	\$0.00
Total Features		\$352.17
Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,872.67**
Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,591.77**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____

Other Charges	Total Qty	Total Price
Other Charges (Monthly) Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,280.00**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,088.00**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____ Date: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____ Date: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON FIRE #3	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	4300 LEBANON RD	EAN:	223176
Main Telephone Number:	—	Proposal ID:	2806751
Contact Name:	John Allison	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Analog Line	1	—
Remote Site	1	—
Total Bundled Services		\$1093.28

Features	Total Qty	Total Price
Voice Local Features		
DID	1	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
ConnectU Minutes	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	11	\$0.00
□NRC	1	\$0.00
Total Features		\$146.82

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,240.10**
Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,054.09**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON FIRE #2	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	306 BABB DR	EAN:	223214
Main Telephone Number:	--	Proposal ID:	2806746
Contact Name:	Mike Collinsworth	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	1	---
Remote Site	1	---
Total Bundled Services		\$1097.29

Features	Total Qty	Total Price
Voice Local Features		
DID	1	\$0.00
ExtendedArea	1	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
ConnectU Minutes	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
Miscellaneous Features		
BILLABLE RESALE USAGE	12	\$0.00
□NRC	1	\$0.00
Total Features		\$102.85

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,200.14**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,020.12**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON FIRE #1	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	209 E GAY ST	EAN:	223298
Main Telephone Number:	—	Proposal ID:	2806741
Contact Name:	MIKE COLLINSWORTH	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Analog Line	1	—
Remote Site	1	—
Total Bundled Services		\$1067.58

Features	Total Qty	Total Price
Voice Local Features		
ExtendedArea	1	\$0.00
Hunting	1	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
IP Addresses	4	\$5.74
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	3	\$0.00
<input type="checkbox"/> NRC	1	\$0.00
Total Features		\$152.56

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,220.14**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,037.12**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____

Authorized Windstream Representative Signature: _____ Date: _____

Authorized Customer Name: _____

Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name: LEBANON CEDAR GROVE CEMETARY
 Install Street Address: 609 S MAPLE ST City, State, Zip: LEBANON, TN 37087
 Main Telephone Number: — EAN: 223184
 Contact Name: Patsy Anderson Proposal ID: 2806738
 Account Representative: Elizabeth Brogdon Proposal Type: A - Add Renegotiation
 Term: 3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	1	---
Remote Site	1	---
Total Bundled Services		\$1093.18

Features	Total Qty	Total Price
Voice Local Features		
DID	2	\$0.00
Toll Restriction	1	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	14	\$0.00
Total Features		\$146.82

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,240.00**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,054.00**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____ Date: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON SEWER DEPT		
Install Street Address:	321 HARTMANN DR	City, State, Zip:	LEBANON, TN 37090
Main Telephone Number:	-	EAN:	223152
Contact Name:	MIKE COLLINNSWORTH	Proposal ID:	2806786
Account Representative:	Elizabeth Brogdon	Proposal Type:	A - Add Renegotiation
		Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	1	---
Remote Site	1	---
Total Bundled Services		\$1134.67

Features	Total Qty	Total Price
Voice Local Features		
Toll Restriction	1	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks,	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	1	\$0.00
Business Line	1	\$39.95
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Miscellaneous Features		
BILLABLE RESALE USAGE	14	\$0.00
Total Features		\$62.90

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,197.57**

Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,017.93**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____



Dynamic IP

Customer Information

Customer Name:	LEBANON RECREATION DEPT		
Install Street Address:	416 BAIRD PARK CIR	City, State, Zip:	LEBANON, TN 37087
Main Telephone Number:	—	EAN:	223216
Contact Name:	Mike Collinsworth	Proposal ID:	2806784
Account Representative:	Elizabeth Brogdon	Proposal Type:	A - Add Renegotiation
		Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	—
Transport MetroE	1	—
Bandwidth	10Mb	—
Virtual Private Network Bandwidth	10Mb	—
Analog Line	2	—
Remote Site	1	—
Total Bundled Services		\$1137.25

Features	Total Qty	Total Price
Voice Local Features		
DID	1	\$0.00
Toll Restriction	2	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	2,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	1	\$0.00
Business Line	1	\$39.95
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
Miscellaneous Features		
BILLABLE RESALE USAGE	16	\$0.00
Total Features		\$62.90

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution**Total Price****Total Monthly Recurring Charges****\$1,200.15****Total Non-Recurring Charges****\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment**\$1,020.13****Service Information**

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____

Authorized Windstream Representative Signature: _____

Date: _____

Authorized Customer Name: _____

Authorized Customer Signature: _____

Date: _____



VoIP and Data Bundle

Customer Information

Customer Name:	LEBANON PUBLIC WORKS	City, State, Zip:	LEBANON, TN 37087
Install Street Address:	410 PARK DR	EAN:	223196
Main Telephone Number:	615-443-3269	Proposal ID:	2806781
Contact Name:	Mike Collinsworth	Proposal Type:	A - Add Renegotiation
Account Representative:	Elizabeth Brogdon	Term:	3 Year (s)

Bundled Services	Total Qty	Total Price
Bundled Services		
QoS Standard Data	10	---
Transport MetroE	1	---
Bandwidth	10Mb	---
Virtual Private Network Bandwidth	10Mb	---
Analog Line	2	---
Total Bundled Services		\$1087.63

Features	Total Qty	Total Price
Voice Local Features		
Toll Restriction	2	\$0.00
Voice Long Distance Features		
Audio and Web Bucket	100	\$0.00
Directory Assistance - Free Calls	10	\$0.00
Long Distance Blocks	1,000	\$0.00
Voice Business Line Features		
BL Toll Restriction	2	\$0.00
Business Line	2	\$79.90
Bandwidth Data Features		
IP Addresses	4	\$12.00
Data Equipment Maintenance Charge	1	\$10.95
WIN Network Portal	1	\$0.00
IP Addresses	4	\$5.50
Feature Package		
Feature Package	1	\$43.97
Miscellaneous Features		
BILLABLE RESALE USAGE	11	\$0.00
Remote Site	1	\$0.00
Total Features		\$152.32

Other Charges	Total Qty	Total Price
Other Charges (Monthly)		
Equipment	1	\$0.00
Equipment	1	\$0.00
Total Other Charges		\$0.00

Total Solution **Total Price**

Total Monthly Recurring Charges **\$1,239.95**
Total Non-Recurring Charges **\$0.00**

In the event the customer makes changes to their services during the initial term of agreement, customer is responsible for maintaining a Minimum Monthly Commitment of 85% of their Total Monthly Recurring Charges.

Minimum Monthly Commitment **\$1,053.96**

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to the Windstream Service Terms and Conditions.

Authorized Windstream Representative Name: _____
Authorized Windstream Representative Signature: _____ Date: _____
Authorized Customer Name: _____
Authorized Customer Signature: _____ Date: _____

RESOLUTION NO. 16-1988

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO UPDATE THE PURCHASING/PURCHASE CARD SECTION OF THE INTERNAL CONTROL MANUAL AND INCLUDE A COPY OF THE PURCHASING GUIDE FOR THE CITY OF LEBANON

WHEREAS, the Lebanon City Council passed the Internal Control Manual by Resolution No. 16-1947, the section 4.3.2.1 Purchasing/Purchase Card needs to be updated; and

WHEREAS, the process by which requisitions follow through our accounting system is different for a number of departments. The City needs to update the policy and procedures of how requisitions are approved by the departments and sent to the Purchasing Department to be converted to Purchase Orders. The City has a more detailed procedure of how departments approve their requisitions; and

WHEREAS, the Purchasing Guide language was updated in Ordinance No. 16-5231 for the new purchasing limitations, this language has been updated to reflect the new limitations. The updated section 4.3.2.1 Purchasing/Purchase Card for the Internal Control Manual and Purchasing Guide is attached hereto as Exhibit A.

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

Section 1. The updated section 4.3.2.1 Purchasing/Purchase Card for the Internal Control Manual and Purchasing Guide, attached hereto as Exhibit A by reference as if appearing verbatim herein, developed by the City of Lebanon Finance Department is hereby adopted and accepted.

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

4.3.2.1 Purchasing/Purchase Card

4.3.2.1 Purchasing/Purchase Card

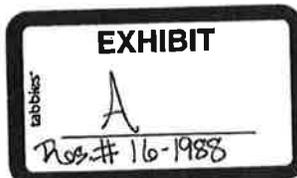
Objectives

1. Clarifying the procedures, both using department and the Purchasing department will benefit time saved obtaining materials, equipment and services.
2. Main function of the Purchasing department is to aid all departments within the City by securing the best materials, supplies, equipment and service at the lowest possible cost, while keeping high standards of quality.
3. Have all city employees directly or indirectly associated with buying must work as a team to promote the City's best interests in getting the maximum value for each dollar spent.
4. Have clear policy for usage and accountability of the procurement (purchasing) cards.

Policies

Objective 1 thru 4

1. The purchasing agent shall have the power and authority to purchase and shall purchase all materials, supplies and equipment for the proper conduct of the City's business.
2. The City Council shall prescribe by ordinance the maximum expenditure which the purchasing agent may make without the specific authorization of the Council.
3. Policy was no purchase shall be made at any one time in an amount which in the aggregate, will be made at any one time in an amount which in the aggregate, will exceed \$25,000 unless sealed bids shall have been requested as provided in Article XII, Section 3.
4. New policy to amended Ordinance 14-4617: less than \$1,000 no bids required, \$1,000 to \$4,999.99 3 quotes if available approved by Commissioner of Finance (CoF), \$5000 to \$24,999.99 3 competitive bids and approved by CoF, \$25,000 and higher official bids and public advertisement.
5. A purchase requisition lets the purchasing department know, in detail, what the using department's needs. A requisition is required for purchase, requesting price information, initiating a bid request. Requisitions are prepared electronically.
6. Requisitions shall originate in the using department and must be approved electronically by the department head, superintendent, supervisor, or designated person. At the time of entering the requisition, the system automatically does a budget request for the availability of funds.
7. If funds are not available, then a line item transfer is required and an override may be obtained by the Purchasing Agent or the Finance department to process the requisition.



4.3.2.1 Purchasing/Purchase Card

8. If a requisition is incomplete or improperly prepared, the purchasing department shall reject the request with the information on why it was rejected. An incomplete requisition can cause unnecessary delays.
9. The issuing person, superintendent, department head, supervisor, or designated person shall not split orders to avoid any provision of the City code or charter, this manual, or any policy established by the City, nor shall requisitions be submitted for the sole purpose of using up budgetary balances.
10. Purchase orders are issued only after a requisitions has been submitted and approved by the Purchasing Agent. No purchase order will be issued until the accounting system has certified adequate funds and budget balances.
11. Emergency purchases are to be made by department only when normal functions and operations of the department would be hampered by submitting a requisition in the regular manner, or where property, equipment, or lives are endangered through unexpected circumstances and materials, services, etc., and are needed immediately.
12. Sealed bids are required on purchases of \$25,000 or more and should be placed with the lowest and best bidder.
13. The City Purchasing Agent is the administer of the City's Property Disposal Program.
14. This directive will be available to those City departments who have selected employees to use procurement (purchasing) cards to purchase goods, services, or for specific expenditures incurred under conditions approved by this directive. The (CoF) will decide when a purchasing card is issued, and to whom, only.
15. The procurement (purchasing) card is to be used for City purchases ONLY.
16. The City of Lebanon is tax exempt. Please notify the vendor of this fact at the point of purchase. Please examine your sales invoice. If sales tax has been, in fact charged, please have this corrected immediately. A sales tax exempt certificate can be obtained easily from the Accounting department.
17. Request for initial, additional or changes to purchasing cards.
18. Lost or stolen purchasing cards.
19. Terminated employee.

Procedures

4.3.2.1 Purchasing/Purchase Card

Procedures for policies 1-12

- All purchase of equipment or materials in excess of \$25,000 shall be to the lowest and best bidder upon sealed bids.
- The department in question may prepare an electronic requisition and must be approved by the department head, superintendent, supervisor, or designated person. System will check budget if budget available will go on and process, if budget not available department will need to send budget amendment to Finance and Purchasing Agent can override to process requisition or wait for budget amendment approved and change on the system and process the requisition.
- Each department is different and how the requisition is approved is different for departments. Our system the department set up different and this is how requisitions are approved in our accounting system:
- Mayor & Council, Building Maintenance- requisition by department> approved by designated person (authorized by Administrative Assistant).
- Legal, JFFC Concessions, JFFC, Recreation, Community Park, Engineering, Fire, Human Resource- requisition by department> approved by department head.
- Finance, Cemetery- requisition by department> approved by designated person (authorized by department head).
- Accounting, Customer Service, Public Works, Building Inspection- requisition by department> approved by supervisor (authorized by department head).
- Purchasing, Stormwater, Meter Readers- requisitions by department or designated person> approved by Purchasing Agent.
- MIS- requisition done by department> approved by designated person (authorized by supervisor).
- Sanitation, Garage, Traffic Maintenance, Street, General Maintenance- requisitions by designated person or department> approved by supervisor (authorized by department head).
- Airport- requisitions by designated person or department> approved by department head.
- Gas- requisitions done by department> approved by designated person (authorized by superintendent).
- Sewer Collection, Sewer Plant, Water Distribution, Water Plant- requisitions by department> approved by superintendent (authorized by department head).
- Animal Control, Public Safety, Police- requisition by department or designated person> approved by designated person (authorized by department head).
- Purchasing Agent will check prices and if items need to be bided will start bid process.
- If need bids Purchasing Agent will start process along with help from department and bids must be advertised in a local newspaper of general circulation not less than five days before bid opening date and placed on the City's website.
- The Purchasing Agent then issues a purchase order to the successful bidder, or the lowest best provider of the good or service.
- Information needed on requisition: dept/loc, Fiscal Year: current budget fiscal year will be filled in automatically, Requisition #: automatic, General Description: invoice number(s) being paid or a short description of the items being purchased, Needed by: date the purchase is needed by, Entered: date automatically fills in, Vendor: the vendor that the department would like the purchasing department to consider (a search option is available), "Vendor/Sourcing Notes" is an area to provide information on a new vendor that is currently

4.3.2.1 Purchasing/Purchase Card

not in the system, Terms/Miscellaneous: notify originator when converted to PO/Contract, Quantity: the number requested, unit: dozen, lineal feet, gallons, Description: give a clear description of the items including size, color, type, etc. Inventory and Work Orders should be included in this description box, unit price, freight, discount, price, credit, amount, request by: person requesting the item being purchased, org: fund and department, obj: expense line item that item falls under.

- If a requisition is incomplete or improperly prepared, the Purchasing Agent shall reject the request with the information on why it is rejected.
- Purchase orders are issued only after a requisition has been submitted and approved by the Purchasing Agent.
- Two white copies of the purchase order is created. One for the purchasing department to keep. The other is mailed, hand carried, or faxed to the vendor to be used as authority to furnish the City the materials or services indicated.
- A copy of the purchase order can also be sent to the department by either paper or electronically.
- Upon completion of the order or contract, the department will scan all correspondence (invoices, contract copies, agreements, packing slips) into the system. The department will then "Quick Receipt" the purchase order, in the system, notifying the accounting department that either all or part of the purchase order is ready to be paid.
- The department head or superintendent may authorize an emergency purchase with the knowledge of the Purchasing Agent. At the next regular council meeting the department head, superintendent or the Purchasing Agent will notify the Mayor & Council of the emergency purchase.
- Department head or superintendent will notify the Purchasing Agent as soon as possible of the need to make an emergency purchase.
- Department must use sound judgement when making emergency purchases of materials and supplies.
- Suppliers shall furnish sales ticket, delivery slips, invoices, etc., for the supplies or services rendered.
- As soon as possible give the purchasing department a complete requisition with description of the emergency and approval by the department head or superintendent. Confirming Emergency Purchase will be marked on the requisition.
- All corresponding documents need to be attached to the emergency requisition form.
- When sealed bids are needed purchasing will: prepare bid requests, establish a date and time for bid opening, select possible sources of supply, prepare specifications, mail bids requests, and advertise as appropriate, receive and open bids, evaluate bids using department's assistance, prepare bids and make a recommendation on award to governing body for approval, process purchase order after governing body approval, maintain all specification and bid data files.

Procedures

4.3.2.1 Purchasing/Purchase Card

Procedure for 13

20. Properly disposing of surplus items is the last step in the purchasing and supply management process.
21. The City Purchasing Agent administers the City's Property Disposal Program.
22. The details to dispose property is detailed in the City's Purchasing Manual from page 26-31. A copy of the City's Purchasing Manual is included at the back in the appendix of the City's internal control manual.

Procedures

Procedure for 14 thru 19

- The City uses a purchase card program for small purchases.
- The Council has approved a purchase card policy and the (CoF) will decide when a purchase card is issued, and to whom.
- Council and (CoF) also will decide the limit for each purchase card holder.
- The Accounting Manager will manage the program after the Council and (CoF) have developed the policies.
- Cards are issued to the purchase card holders.
- Card use is for City purchases only.
- Also, purchase card holders should make sure the City doesn't pay sales tax on any of the City's purchases.
- Request for initial cards or changes should be submitted to the Accounting Manager and will confer with the (CoF) for new cards or change in limits. Will contact bank requesting these changes.
- Lost or stolen cards should be reported immediately to the Accounting Manager that way the bank can be contacted to cancel cards or if stolen cards have been used to get charges taken off account.
- Receipts are kept for each transaction. A Purchasing Card Voucher is filled out for each receipt.
- When receive monthly bill for transactions will compare to receipts to bill to make sure have copy of all receipts and fill out record of credit card use that summarizes with charge codes.
- These transactions are signed off by the department head for each purchase card holder and sent over to the Accountant by the 15th of each month.
- The Accountant will enter all transactions into a spreadsheet for purchase card holders that will list all transactions for the month.
- Will fill out a request the (CoF) will sign off for all transactions.

4.3.2.1 Purchasing/Purchase Card

- Accountant will check receipts change account numbers if needed and report any problems to the Accounting Manager when warranted.
- Accountant will use spreadsheet as a basis for their journal entry to record expenditures to the Munis accounting system.
- Will keep the purchase card records in accounting office for auditors or others to look over.
- When employee is terminated or is no longer in charge of the purchase card for their department the Accounting Manager is contacted and the card is canceled.

Purchasing Guide

for the City of Lebanon

TABLE OF CONTENTS

TABLE OF CONTENTS _____ **2**

FOREWORD _____ **4**

ARTICLE XIV _____ **5**

PURCHASING AGENT **5**

 Section 1. Purchasing agent—authority, bond, duties..... **5**

 PASSED: June 28, 1911..... **5**

ARTICLE XII, SECTION 3. SEALED BIDS REQUIRED FOR CERTAIN PURCHASES. _____ **6**

RELATIONS OF OTHER DEPARTMENTS WITH PURCHASING _____ **7**

Purchasing Department’s Responsibility **7**

Using Department’s Responsibility..... **8**

PURCHASING FORMS AND METHODS _____ **9**

Purchase Requisition..... **9**

 Purpose **9**

 When Prepared **9**

 Who Prepares the Requisition? **9**

 How to Prepare an Electronic Requisition **9**

CHECK REQUEST FORMS _____ **10**

 When to Use a Check Request..... **10**

GENERAL INFORMATION **11**

PURCHASE ORDER _____ **12**

 Purpose **12**

 When Prepared **12**

 Who Issues the Purchase Order **12**

 How Purchase Orders are Handled..... **12**

CANCELLATIONS..... **13**

EMERGENCY PURCHASES	14
Purpose	14
Who Makes Them?	14
Who Authorizes?	14
How to Make?	14
PURCHASING LIMITATIONS	15
All General Fund and Special Revenue Accounts	15
Both City Enterprise Funds (Gas & Water/Sewer)	16
PROFESSIONAL SERVICE CONTRACTS	16
PETTY CASH PROCEDURES	18
SEALED BIDS OR PROPOSALS	19
Purchasing Department's Responsibility	19
Using Department's Responsibility	19
General Information	19
Other aspects to be considered in bid awards	22
NON-PERFORMANCE POLICY	23
REJECTION OF NON-STANDARD BIDDERS	23
APPEAL PROCESS-BID EXCLUSION	24
DELINQUENT DELIVERY	25
PROPERTY DISPOSAL PROGRAM	26-30

FOREWORD

With the help of this manual, our city can learn how to create the most efficient purchasing operation possible. By clarifying the procedures, both the using department and the Purchasing Department will benefit from time saved obtaining materials, equipment, and services.

The main function of the Purchasing Department is to aid all departments within the city by securing the best materials, supplies, equipment, and service at the lowest possible cost, while keeping high standards of quality. One purpose of this manual is to explain city buying policies and to serve as a general framework and guide for purchasing decisions. To have a good purchasing program, all city employees directly or indirectly associated with buying must work as a team to promote the city's best interests in getting the maximum value for each dollar spent.

As revisions or additions to this manual become necessary, new pages will be sent to all recipients, who are expected to keep the guide up-to-date.

If there are any questions, please contact the Purchasing Agent. Requests for additional copies should be addressed to the same office.

MAYOR

City of Lebanon

ARTICLE XIV

PURCHASING AGENT

Section 1. Purchasing agent—authority, bond, duties.

- a. The purchasing agent shall have the power and authority to purchase and shall purchase all materials, supplies, and equipment for the proper conduct of the City's business. The City Council shall prescribe by ordinance the maximum expenditure which the purchasing agent may make without the specific authorization of the Council, and shall prescribe rules for competitive bidding, buy unless specifically authorized by ordinance or resolution as hereinafter provided, no purchase shall be made at any one time in an amount which in the aggregate, will exceed Twenty Five Thousand Dollars (\$25,000.00) unless sealed bids shall have been requested as provided in Article XII, Section 3.
- b. The purchasing agent shall before entering upon his duties, enter into bond, to be approved by the City Council, payable to the City of Lebanon and its successors, in a sum to be fixed by the City Council, which sum shall not be less than Twenty-Five Thousand Dollars (\$25,000.00), conditioned for the faithful performance of his duties.
- c. The purchasing agent shall perform each other duties as may be required of him by resolution or ordinance of the City Council. [ch. 381, pr. acts of 1972, & 6; ch. 38, pr. acts of 1989, & 1]

PASSED: June 28, 1911

N. Baxter, Jr.,
Speaker of the Senate.

A. M. Leach,
Speaker of the House of Representatives.

APPROVED:

Governor.

This bill became a law without the signature of the Governor, he having held same for more than five days without returning it, as provided by the Constitution. (See Senate Journal).

W.D. Scruggs,
Chief Clerk of the Senate.

ARTICLE XII, SECTION 3. SEALED BIDS REQUIRED FOR CERTAIN PURCHASES.

Be it further enacted, That all purchases of equipment or materials in excess of twenty five thousand dollars (\$25,000.00), shall be let to the lowest and best bidder upon sealed bids, except in the event the City of Lebanon adopts the Municipal Purchasing Law of 1983, said provisions therein shall control. [ch.685, art. XII, 3, pr. acts of 1929, as amended by ch. 1, pr. acts of 1929 (Extra Session); ch. 410, pr. acts of 1949; and ch. 330, ¹pr. acts of 1974, 1]

¹ 1. Article XIV, taken from the City of Lebanon Municipal Code.

RELATIONS OF OTHER DEPARTMENTS WITH PURCHASING

The Purchasing Department is a service agency for all departments of the City. The purchasing function is a service, and for the mutual benefits gained to go toward the good of the City, all departments must work in harmony. This is a guide to help the departments know their buying responsibilities.

Purchasing Department's Responsibility

- To aid and cooperate with all departments in meeting their needs for operating supplies, material, equipment and services.
- To process all requisitions with the least possible delay.
- To procure a product that will meet the department's requirements at the least cost to the City.
- To know the source and availability of needed supplies, material and equipment and maintain current vendor files.
- To obtain prices on comparable materials after receipt of departmental requisitions, with regard to any recommendations that the issuing department may have, concerning vendor, brand and model of material requested.
- To select vendors, prepare purchase orders, process and maintain order and purchase order files.
- To search for new, improved sources of supplies, equipment and services.
- To assist in preparation of specifications if needed.
- To prepare and advertise requests for bids and maintain bid files.
- To investigate and document complaints about merchandise and services for future reference.
- To be responsible for the planning & coordinating of on-line auctions for the sale of surplus property on an "as needed basis".

Using Department's Responsibility

- To allow ample lead time for the Purchasing Department to process the requisition and issue the purchase order, while permitting the supplier time to deliver the needed items.
- To prepare a complete and accurate description of materials to be purchased.
- To help the Purchasing Department by suggesting sources of supply.
- To plan purchases in order to eliminate avoidable emergencies.
- To initiate specification preparation on items to be bid.
- To inspect merchandise upon receipt, and contact the vendor immediately concerning any and all discrepancies.
- To advise Purchasing Department of defective merchandise or dissatisfaction with vendor performance.
- To advise Purchasing Department of surplus property when requested.

PURCHASING REQUISITIONS AND METHODS

Purchase Requisitions

Purpose

A purchase requisition lets the Purchasing Department know, in detail, what the using department needs. A requisition is required for purchases, requesting price information, initiating a bid request. Requisitions may be prepared electronically on the current City of Lebanon system.

When Prepared

Requisitions shall be prepared far enough in advance so the Purchasing Department can obtain competitive prices and the vendor has enough time to make the delivery.

Who Prepares the Requisition?

Requisitions shall originate in the using department and must be approved electronically by the department head, Superintendent, Supervisor or designated person. At the time of entering the requisition, the system automatically does a budget request for the availability of funds. If funds are not available, then a line item transfer is required and an override may be obtained by the Purchasing Agent or the Accounting Department to process the requisition.

How to Prepare an Electronic Requisition

A properly processed purchase request must contain the following information:

- **Dept/Loc:** The department requesting the purchase.
- **Fiscal Year:** Current Budget Fiscal Year will be filled in automatically.
- **Requisition Number:** the next available number will fill in automatically.
- **General Description:** Invoice Number(s) being paid or a short description of the items being purchased.
- **Needed by:** Date the purchase order is needed by
- **Entered:** Today's date automatically fills in
- **Vendor:** The vendor that the department would like the Purchasing Department to consider. (A search option is available in assisting departments in finding the chosen vendor). "Vendor/Sourcing Notes"

is an area to provide information on a new vendor that is currently not in the system.

- **Terms/Miscellaneous:** -Notify originator when converted to PO/Contract. -Notify originator of overages. These two boxes are checked to notify departments that processes are completed.
- **Quantity:** The number requested.
- **Unit:** Dozen, lineal feet, gallons, each, etc.
- **Description:** Give a clear description of the items including size, color, type, etc. If the item can't be described without a great amount of detail, a brief description should be given, followed by a trade name and model number of an acceptable item "or approved equal". Inventory and Work Order Numbers should be included in this description box.

NOTE: Incomplete information in this area will result in the requisition being rejected and sent back to the departments for clarification.

- **Unit Price:** Price for each individual item.
- **Freight:** Amount of freight being charged for items being shipped.
- **Discount Percent:** Amount of discount offered by vendor
- **Credit:** Any credits offered by vendor
- **Amount:** A total of quantity times unit price.
- **Requested by:** Person requesting the item being purchased.
- **Org:** Fund and Department that is purchasing item.
- **Obj:** Expense line item that the item falls under.

Check Request Forms

When to Use a Check Request

Check request forms are to be used for the purpose of a customer refund, the one time pay to a vendor or individual and miscellaneous odd requests. This will prevent having vendors being created in the system but only a check being written one time.

General Information

- A requisition must be completed before a purchase is made, except when mentioned otherwise.
- Suggesting vendors will be a great assistance to the Purchasing Department and will be given full consideration. This information will allow the department to process the requisition quickly.
- Approximate cost of items will help buyers know if bids are required.
- If a requisition is incomplete or improperly prepared, the Purchasing Department shall reject the request with the information on why it was rejected. An incomplete requisition can cause unnecessary delays.
- The issuing person, superintendent, supervisor, department head or designated person shall not split orders to avoid any provision of the City code or charter, this manual, or any policy established by the City, nor shall requisitions be submitted for the sole purpose of using up budgetary balances.

Public Inspection of Records: The Purchasing Agent shall keep a complete record of all quotations, bids, and purchase orders. Such records shall be open to public inspection.

Local Vendor Preference: In the event of a tie bid, the City policy will be to select a local vendor, if in fact, all other specifications, qualifications, and requirements of the bid are equal, i.e. prices, quality, product, delivery, service, and past performance.

PURCHASE ORDER

Purpose

A purchase order authorizes the seller to ship and invoices the materials and services as specified. Purchase orders shall be written in a clear, concise, and complete manner. This will prevent confusion and unnecessary correspondence with suppliers.

When Prepared

Purchase orders are issued only after a requisition has been submitted and approved by the Purchasing Agent. No purchase order will be issued until the Accounting system has certified adequate funds and budget balances. This step helps streamline the process and only one signature is needed by the Purchasing Agent to create a purchase order. The Purchasing Department and the Accounting Department have the authority to override general ledger account numbers as necessary. If a budget amendment is needed, a Budget Amendment form will be filled out by the Department Head, Superintendent, Supervisor or designated person and forwarded to the Commissioner of Finance and Revenue, Mayor and/or City Council for approval.

Who Issues the Purchase Order

The Purchasing Department issues purchase orders. The using departments will not enter into negotiations with suppliers for the purchase of equipment, supplies, materials, services, or other items, except under the emergency procedures and as otherwise provided herein.

How Purchase Orders are Handled

The purchase order is made from the approved electronic requisition.

- Two white copies of the purchase order are used in the process, the first white copy is mailed, hand carried, or faxed to the vendor to be used as authority to furnish the city the materials or services indicated.
- The second white copy is kept by the Purchasing Department and filed in order of using department.
- Upon completion of the order or contract, the departments will scan all correspondence (invoices, contract copies, agreements, packing slips, etc.) into the system. The department will then "Quick Receipt" the purchase order, in the system, notifying the Accounting Department that either all or part of the purchase order is ready to be paid.

CANCELLATIONS

The Purchasing Department must and shall initiate all cancellations and will issue a purchase order to the next best vendor or renew the purchasing process.

EMERGENCY PURCHASES

Purpose

Emergency purchases are to be made by departments only when normal functions and operations of the department would be hampered by submitting a requisition in the regular manner, or where property, equipment, or lives are endangered through unexpected circumstances and materials, services, etc., and are needed immediately. Emergency purchases are costly and should be kept to a minimum. Avoiding emergency orders will save the City money.

Who Makes Them?

Emergency purchases, either verbal or written, may be made directly by the using department without competitive bids, provided sufficient appropriations are available and necessary approvals have been secured.

Who Authorizes?

The department head or superintendent may authorize an emergency purchase with the knowledge of the Purchasing Agent. At the next regular council meeting the department head, superintendent or the Purchasing Agent will notify the Mayor & City Council of the Emergency Purchase.

How to Make?

After determining a true emergency exists, the following procedure should be used:

1. Notify the Purchasing Department the need and nature of the emergency.
2. Using department must use sound judgment when making emergency purchases of materials and supplies. Orders should be placed with vendors who have a good track record with the City of Lebanon.
3. Suppliers shall furnish sales tickets, delivery slips, invoices, etc., for the supplies or services rendered. Terms of the transactions, indicating price and other data, shall be shown.
4. As soon as the buy is complete, on the same or following business day, the using department must:
 - Give the Purchasing Department a complete requisition with a description of the emergency (Memo or Form Format) and approval by the department head or superintendent. "Confirming Emergency Purchase" must be marked plainly on the requisition, along with the purchase order number.

- The sales tickets, delivery slip, invoices, and material receiving report confirming the purchase must be attached to the emergency requisition form.
1. If an emergency should occur during a time when the Purchasing Department normally is closed, the using department will follow the above procedure with the exception of the first step. The evidence of purchase, such as sales slip, counter receipt, delivery slip, invoice, etc., which the supplier normally furnishes, shall be attached to a memorandum explaining the nature of the emergency and the steps that were taken and then forwarded to the Purchasing Department.

PURCHASING LIMITATIONS

The City Council has approved Ordinance #14-4617 (Private Chapter No. 34, HB 1947) which it is recommended purchasing guidelines to be established as follows:

ALL General Fund and Special Revenue Accounts

Purchase Amounts	Requirements before Approval
\$1 to \$1000.00	No bids required
\$1,000 to \$4,999.99	Minimum of 3 quotes, approved by Finance Commissioner*
\$5,000 to \$24,999.99	Minimum of 3 competitive bids, when possible and approval of Finance Commissioner. If purchases is \$10,000 or higher, City Council is made aware of the purchase.
\$25,000.00 or higher	Official Bids and public advertisement

Both City Enterprise Funds (Gas & Water/Sewer)

Purchase Amounts	Requirements before Approval
\$1 to \$1000.00	No bids required
\$1,000 to \$4,999.99	Minimum of 3 quotes, approved by Finance Commissioner*
\$5,000 to \$24,999.99	Minimum of 3 competitive bids, when possible and approval of Finance Commissioner. If purchases is \$10,000 or higher, City Council is made aware of the purchase.
\$25,000.00 or higher	Official Bids and public advertisement

*Exception would exist for single source products/services and emergency purchases.

If an appropriation has been approved within the fiscal year budget, then the purchase shall be made without it requiring additional Council approval. However, it does require the approval of the Commissioner of Finance in order to ensure adequate funds are available for the purchase.

If an appropriation has been approved within the fiscal year budget and it requires official bids and public advertisement, it is not necessary for the Council to approve for the bid process and public advertisement to take place. However, it shall be required that all bids have to come before the Council to be approved, regardless if the bids are for work or purchase that has been approved within the fiscal year budget.

PROFESSIONAL SERVICE CONTRACTS

(T.C.A. 12-4-106)

Contracts for professional services which include: legal services, fiscal agent, financial advisors or advisory services, educational consultant services and other similar services. Professional people or groups with "high ethical standards". Awarded on the basis of recognized competence and integrity rather than on competitive bids.

Accountant, Agent (Securities), Architect, Attorney, Audiologist, Broker-Dealer (Agents), Chiropractor, Dentist, Engineer, Investment Advisor, Landscape Architect, Optometrist, Physician, Podiatrist, Psychologist,

Real Estate Principal Broker, Veterinarian, or as otherwise approved by City Council.

All forms of construction, remodeling or renovation is not included as a professional service.

PETTY CASH PROCEDURES

- Petty cash will be used for purchases of \$100.00 or less. Disbursements greater than \$100.00 will be allowed with prior approval from the Department Head.
- Petty cash will absolutely not be used for borrowing, cashing of checks or IOUs under any circumstances.
- Postage and travel expenses up to \$50.00 may be disbursed from Petty Cash.
- Disbursements can be greater than \$50.00 with written approval of the Department Head.
- Petty cash clerk is solely responsible for obtaining receipts for purchases.
- Petty cash drawers will be audited no less than annually and may be audited at any time.
- Standard forms (City Wide) should be used for Petty Cash Voucher requests and Schedule of disbursements. {See attached samples}
- In most instances, sales tax must be paid on cash purchases.

SEALED BIDS OR PROPOSALS

Sealed bids are required on purchases of \$25,000.00 or more (provided in Article XII, Section 3, page 6), and should be placed with the **lowest and best bidder**. It is very important to remember that **lowest** is not necessarily the **best bid**. Bids must be advertised in a local newspaper of general circulation not less than five days before bid opening date and placed on the City's website.

Purchasing Department's Responsibility

- Prepare bid requests.
- Establish date and time for bid opening.
- Select possible sources of supply.
- Prepare specifications (unless of a technical nature, such as architectural, engineering, etc) using department's input and assistance.
- Mail bid requests and advertises as appropriate. If delivered by hand, a receipt of the bid request should be signed by the vendor.
- Receive and open bids.
- Evaluate bids using department's assistance.
- Prepare bids and make a recommendation on award to governing body for approval.
- Process purchase order after governing body approval.
- Maintain all specification and bid data files.

Using Department's Responsibility

- To begin bid process, the department should obtain specific information about items needed. For example, quantity, size, brand preferred, performance requirements, etc.
- Submit specifications to begin bid request to the Purchasing Department at least three weeks before the date bids are to be opened.
- Assist in specification preparation.
- Assist in evaluation of bid results.

General Information

The following policies shall apply to sealed bids:

- **Bid or Proposal Opening:** Bids will be opened at the time and date specified on the bid request. All bids are opened publicly and read aloud, with a tabulation provided to all vendors participating, upon written request. Proposals for extensive systems, complicated equipment, or construction projects, with prior approval of the governing body, may be opened privately in cases where the disclosure of the contents of the proposal could not be readily evaluated and would have a negative impact on both the vendor and the City.
- **Late Bids:** No bids received after closing time will be accepted. All late bids will be returned unopened to the vendor. Bids postmarked on the bid opening date but received after specified time will be considered late and will be returned unopened.
- **Bid Opening Schedule:** The Purchasing Department is responsible for setting bid opening dates and times.
- **Telephone Bids:** The Purchasing Department will not accept any bid by telephone.
- **Bid Form:** The Purchasing Department sends a copy of bid request forms to each bidder. Bids won't be accepted on any vendor letterhead, vendor bid form, or other substitutions unless specific permission is given by the Purchasing Department.
- **Unsigned Bids:** Failure of a vendor representative to sign a bid proposal removes that bid from consideration. A typed official's name will not be acceptable without that person's written signature.
- **Acceptance of Bids:** The City reserves the right to reject any or all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part of all of a bid, or to accept that bid (or bids) which in the judgment of the governing body is in the best interest of the city.
- **Shipping Charges:** Bids are to include all shipping charges to the point of delivery. Bids will only be considered on the basis of delivered price, except as otherwise authorized by the governing body.
- **Sample Product Policy:** The Purchasing Department may request a sample product as part of a bid. If this is stated on the bid proposal form, the vendor is required to comply with this request or have the bid removed from consideration.
- **Approved Equal Policy:** Specifications in the request for bid are intended to establish a desired quality or performance level or other minimum requirements which will provide the city with the best product available at the lowest possible price.

When a brand name and/or model is designated, it signifies the minimum quality acceptable. If an alternate is offered, the bidder

must include the brand name or model to be furnished, along with complete specifications and descriptive literature and, if requested, a sample for testing.

Brands and/or models other than those designated as “equal to” products shall receive equal consideration.

- **Alternate Bids:** Should it be found, after bids have been opened, that a product has been offered with an alternative specification and that this product would be better for the city to use, all bids for that item may be rejected and specifications redrawn to allow all bidders an equal opportunity to submit bids on the alternate item.
- **Vendor Identification:** Potential suppliers are selected from existing vendor files, using department’s suggestions, and any and all sources available to locate vendors related to a specific product or service. New suppliers are added to the bid list as they are found.
- **Tie Bids:** A tie bid is one in which two or more vendors bid identical items at the same unit cost. Tie bids may be determined by one of the following factors:
 - a. discount allowed,
 - b. delivery schedule,
 - c. previous vendor performance,
 - d. vendor location, or
 - e. trade-in value offered.
- **Cancellation of Invitation for Bid or Request for Proposal:** An invitation to bid, a request for proposal, or other solicitations may be canceled, or any or all bids or proposals may be rejected in part as may be specified in the solicitation when it is in the best interest of the city. The reasons shall be made a part of the bid or proposal file.
- **Public Advertisement:** In addition to publication in a newspaper of general circulation as required by law, the Purchasing Agent may make any other efforts to let all prospective bidders know about the Invitation to Bid. This may be accomplished by delivery, verbally, mail, or by post the invitation to bid in a public place. It’s not required that specifications be included in the invitation to bid. However, this notice should state clearly the purchase to be made.
- **Sealed Bids and Sealed Proposals:** The following is taken from *The Model Procurement Code for State and Local Governments*. American Bar Association, February, 1979. Pages 21-22.
 - a. “Competitive sealed bidding, as defined in this code, is the preferred method of procurement. Although the formal sealed bid process should remain a standard in public purchasing, there is a place for competitive negotiation” (State and Local

Government Purchasing. The Council of State Governments (1975) at 2.2). The competitive sealed proposal method (similar to competitive negotiation) is available for use when competitive sealed bidding is either not practicable or not advantageous.

- b. Both methods assure price and product competition. The use of functional or performance specifications is allowed under both methods to facilitate consideration of alternative means of meeting [state] needs (with evaluation and where appropriate) on the basis of total or life cycle costs. The criteria to be used in the evaluation process under either method must be fully disclosed in the solicitation. Only criteria disclosed in the solicitation may be used to evaluate the items bid or proposed.
- c. These two methods of source selection differ in the following ways:
 - Under competitive sealed bidding, judgmental factors may be used only to determine if the supply, service, or construction item bid meets the purchase description. Under competitive sealed proposals, judgmental factors may be used to determine not only if the items being offered meet the purchase description, but may also be used to evaluate competing proposals. The effect of this different use of judgmental evaluation is that under competitive sealed bidding, once the judgmental evaluation is completed, award is made on a purely objective basis to the lowest responsive and responsible bidder. Under competitive sealed proposals, the quality of competing products or services may be compared and trade-offs made between price and quality of the products or services offered (all as set forth in the solicitation). Award under competitive sealed proposals is then made to the responsible offerer whose proposal is most advantageous to the [state].
 - Competitive sealed bidding and competitive sealed proposals also differ in that, under competitive sealed bidding, no change in bids is allowed once they have been opened, except for correction of errors in limited circumstances. The competitive sealed proposal method, on the other hand, permits discussions after proposals have been opened to allow clarification and changes in proposals provided that adequate precautions are taken to treat each offerer fairly and to ensure that information gleaned from competing proposals is not disclosed to other offerers.

Other aspects to be considered in bid awards

In addition to price, the following points shall be considered when awarding a bid:

- The ability of the bidder to perform the contract or provide the material or service required.

- Whether the bidder can perform the contract or provide the material or service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, experience, and efficiency of the bidder.
- The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.
- The ability of the bidder to provide future maintenance and service for the use of the subject contract.
- Terms and conditions stated in bid.
- Compliance with specifications or request for proposal.
- Rejection of bids should be accomplished by written notification if the bidder is an apparent low bidder but is not the best technical bidder.

NON-PERFORMANCE POLICY

Failure of a bidder to complete a contract, bid, or purchase order in the specified time agreed on, or failure to provide the service, material, or supplies required by such contract, bid, or purchase order, or failure to honor a quoted price on services, materials, or supplies on a contract, bid, or purchase order may result in one or more of the following actions:

- Removal of a vendor from “bid list” for a period to be determined by the purchasing agent. This step would only be done after substantial evidence has been compiled.
- Allowing the vendor to find the needed item for the city from another supplier at no additional cost to the city.
- Allowing the city to purchase the needed services, materials, or supplies from another source and charge the vendor for any difference in cost resulting from this purchase.
- Allowing monetary settlement.

REJECTION OF NON-STANDARD BIDDERS

The City of Lebanon reserves the right to place any supplier of equipment or materials or any contractor upon a list of bidders who are no longer qualified to submit bids for consideration by the City. The selection of persons to be listed on the “no bids” list shall be based upon the quality of material and workmanship supplied by the bidder, either to prior contracts of the City or to other governmental agencies in the Middle Tennessee area. The purchase department shall compile a list of problems or complaints concerning any potential organization that may submit bids

to the City of Lebanon for equipment or materials or construction contracts, and shall use that information to determine the suitability of said organizations or persons for consideration of bidding the future.

The Purchasing Department shall consider the comments and suggestions of involved departments in determining the suitability or non-suitability of a bidder for equipment, supplies, materials or construction contracts.

Upon establishing that an organization or person should be placed on the "no bid" list, the Purchasing Department shall report the decision to the Mayor and City Council, and shall clearly state the reason for the decision of excluding the person or organization from any future bidding procedures. Within thirty (30) days after the Purchasing Agent has notified the Mayor and City Council of the bidding exclusion action, the Purchasing Department shall notify the organization or person that a decision has been made to exclude that organization or person from any future contracts or purchases with the City of Lebanon until further notice. The reasons for the exclusion should be listed in the letter of notification. After being placed upon the "no bid" list for a period of one (1) year, the organization or person may submit information to the City of Lebanon to request removal from the bid exclusion list. Upon review of the current situation with the organization or person, the City of Lebanon may reconsider the application of any person or organization to be allowed to participate in the bidding process.

APPEAL PROCESS-BID EXCLUSION

Any contractor, or supplier of equipment or material who has been placed on the bid exclusion list and is automatically placed in a "no bid status", because of failure and quality of workmanship or material as stated herein, shall be allowed the right to petition the City of Lebanon for reinstatement as a bidder. Upon notification by the City of Lebanon that the contractor or supplier has been removed from the list of potential bidders the subject organization or person may within thirty (30) days from receiving written notice by certified mail, send a letter of petition for reconsideration or reinstatement. The letter shall be sent within thirty (30) days from the receipt of notice of exclusion and shall be sent to the Mayor with reasons for reconsideration of the action of the Purchasing Department. Upon receipt of a petition for reconsideration or reinstatement within the time limitation stated herein, the Mayor shall refer the request to the department head which involves a majority of the purchases of contracts with the subject organization or person. The department head with the assistance of the Purchasing Agent shall, within thirty (30) days of receipt of the petition, hold a hearing to determine if the decision of the Purchasing Department is proper under the circumstances. The department head, shall with the assistance of the City Attorney, receive and consider evidence presented by the aggrieved organization or person and shall also receive information that has been compiled by the Purchasing Department or other members of city government concerning the quality of workmanship and material that has

previously been supplied by the subject organization or person either to the City of Lebanon or to other purchasers, including but not limited to other governmental units within the Middle Tennessee area.

Upon receiving all evidence concerning the issues, the department head shall, within fifteen (15) days, of receiving the final evidence, issue a written report and finding of fact concerning the exclusion of the bidder from the bidding procedures of the city. The department head may either endorse the Purchasing Department decision or ask for a recall. The department head shall give written reasons for the decision.

The department head shall receive evidence and shall determine if the contractor or supplier has failed to meet acceptable standards concerning the quality of workmanship and materials using the acceptable standards for purchases of similar governmental entities within the Middle Tennessee area. If the contractor or supplier has failed to meet acceptable standards, the contractor or supplier should be excluded from the bid procedures of the City of Lebanon. A record of the hearing shall be made. The decision of the Purchasing Agent and Department Head shall be the final decision of the City of Lebanon. Any party or organization aggrieved as to the final decision of the hearing may appeal within sixty (60) days to the Chancery Court of Wilson County pursuant to the provisions of TCA Section 27-8-101 etseq. The cost of compiling the transcript and/or record, shall be the responsibility of the party or organization filing the appeal.

DELINQUENT DELIVERY

Once the Purchasing Department has issued a purchase order, no follow-up work shall be done unless the using department says the items haven't been received. If this happens, the Purchasing Department will initiate action, either written or verbal as time allows, to investigate the delay. The using department will be advised of any further problems or a revised delivery date.

PROPERTY DISPOSAL PROGRAM AS OF: 05/13/97

BACKGROUND

Investment recovery, or the selling of surplus, obsolete, excess, or scrap materials, is big business. Disposing of unproductive assets is an effective way to increase our revenue and to decrease inventory-carrying costs.

Properly disposing of surplus items is the last step in the purchasing and supply management process.

To achieve this objective, we must establish clear lines of responsibility for our reclamation program and a means for evaluation and control.

SCOPE

This policy applies to City-owned property in all departments. The Property Disposal Program does not apply to real property; however this program includes the interior fixtures and other contents of real property. This program provides for the efficient utilization of all City-owned property and also furnishes departments with an incentive to dispose of unneeded property. The Property Disposal Program is administered by the Purchasing Department.

WORKING DEFINITIONS

The following definitions are provided to assist in implementing this policy.

City-owned Property - items in use or in storage to which the city has legal claim of ownership through procurement, donation, or other acquisition procedures.

Surplus materials – items, which are no longer, needed for the efficient operation of the City. Property which has been declared excess and which cannot be utilized by any City department will be considered surplus.

Salvage property - damaged or worn out equipment and materials having components, which may be utilized in the repair of similar items or applied to other productive purposes.

Obsolete items - are those for which there is no further utility for which they were acquired and which cannot be utilized safely or economically for any other purpose.

Excess Property - items which are not in active use and which are no longer needed to meet the operating responsibilities of a department.

Scrap Property - is an excess of raw materials, typically metal. Equipment and materials having no remaining useful life but which retain some monetary value through recycling or reprocessing.

RESPONSIBILITIES

The following responsibilities are affixed to the appropriate officer as listed.

City Purchasing Agent:

- * administers the City's Property Disposal Program.
- * subject to the audit control and accountability requirements of the Commissioner of Finance and Revenue, the Purchasing Agent shall have general supervision of all inventories of tangible personal property, whether warehoused or in-use, belonging to the City or any of its departments. This responsibility shall not, however, relieve any department of direct accountability for tangible personal property and other supplies under its control.
- * directs the transfer of materials, supplies and equipment between departments.
- * reviews all Purchase Requisitions which involve new items in order to determine if excess property may be substituted for the requested items.
- * periodically distributes to all City departments a list of available excess property.
- * shall not dispose of surplus property in a way that unfairly benefits any officer, employee or other private individual.
- * the Purchasing Agent, Commissioner of Finance and Revenue and City Council shall establish the price which shall be based on the fair market price.
- * advise the Mayor and City Council of surplus property and make any recommendations concerning the property.
- * ensure that the Mayor and City Council are issued a report of all surplus property to be disposed including the estimated value of the surplus property.

Department Head:

- * ensure that City-owned property which is no longer active use and which is not needed to meet the department operating responsibilities is declared excess.

- * shall notify the Purchasing Agent, items which are no longer required for departments operations.
- * Every department head should be responsible for reviewing and recommending items for surplus when the items become excess to the departments needs. No department shall transfer, sell, trade-in, or otherwise dispose of supplies owned by the City without the Purchasing Agent or Commissioner of Finance's approval.

Department Survey of Property

Departments should periodically survey their property in order to identify those items, which are:

- * Not needed where presently located, but which could be utilized elsewhere within the department. Such property may be moved within the department upon approval of the Department Head and notifying the Purchasing Agent and Commissioner of Finance and Revenue.
- * Not in active use and no longer needed to meet department's operating responsibilities.

DEPARTMENT EXCESS PROPERTY

The department head is responsible for inventorying, declaring, reporting to the Purchasing Agent all excess property, at least on an annual basis.

Declaring

All property which is not in active use and which is no longer needed to meet department operating responsibilities must be declared excess by the department head.

Reporting

All department excess property must be reported to the Purchasing Agent by submission of a **PROPERTY DISPOSAL REPORT**.

Storing

Departments may not accumulate excess property or establish department storage locations for such property without the prior approval of the City Purchasing Agent. The City Purchasing Agent is authorized to require submission of inventory reports for the contents of any department storage locations.

Disposing

The City Purchasing Agent, after consulting with the Department Head, will determine whether an excess item will be disposed of at its present location or moved to another storage location for subsequent disposition. The City

Purchasing Agent will coordinate movement of excess property to such storage locations.

AVAILABLE EXCESS PROPERTY

The City Purchasing Agent will periodically issue to all City departments a list of available excess property.

ALL DISPOSAL ACTIVITIES SHALL BE PRE-APPROVED BY THE LEBANON CITY COUNCIL.

Methods of disposal:

Once the decision has been made that materials and equipment have no further use, the available methods are:

- * ***Transfer to other city departments***, for maximizing the economy - transferring of property shall be encouraged.
- * ***Sealed Bids***: an advertisement should be run in a public newspaper in the area to alert the general public of the sale.
- * ***Public Auctions***: Hire an auctioneer, advertisement will be run in a public newspaper in the area to alert the general public of the sale.
- * ***Trade-Ins***: several vendors should be contacted to stimulate competition.
- * ***Negotiated sales to other public entities***.
- * ***Donate to Charity***: Article II, Section 1(29) of the Lebanon Charter provides that the city has the authority to "donate to" charitable institutions.
- * ***On Line Auctions***: The City will place surplus items on an on line auction such as "GovDeals.Com" on an "as needed basis" to help prevent items from sitting, losing value and theft.

The city should also follow the statutory procedures in T.C.A. 6-54-111 and determine whether the organization meets the definition of a "Nonprofit charitable organization" i.e. health, educational, social services, civic or religious organizations.

In the event that a charity request a surplus item that has a value of \$300.00 or above, the City Council will be informed before the item is transferred for their approval.

DISPOSITION OF MATERIAL AND EQUIPMENT

A. Procedures for the sale and/or disposition:

- 1) The Department Director shall notify the Purchasing Department, in writing, that a piece of equipment or material is surplus to that department.
- 2) The department shall give as many particulars as possible of the item that is surplus (make, model, quantity, year, color, condition, type, style, etc.)
- 3) The Purchasing Department shall notify departments that there is surplus property available, with a description of the property and where it may be seen and a time limit to request those surplus properties.
- 4) Departments that require surplus properties may send a request to Purchasing. Purchasing shall maintain the list and notify said Department when the property becomes available.
- 5) The Purchasing Agent shall notify the Mayor and Commissioner of Finance of the property, which is being considered for disposal.
- 6) If a City department does not request the surplus property within sixty (60) days of the notice, the surplus property shall be subject to disposal under the methods described above.
- 7) The sale of obsolete material and equipment is governed by the same procedures as in the acquisition of material, equipment and services. The items will be sold to the highest responsible bidder.
- 8) If the Purchasing Agent believes the surplus property should be transferred to a charity, then notice shall be first given to the Mayor and Commissioner of Finance and Revenue, then upon approval of the Mayor shall be presented to the City Council for approval.
- 9) Accounting shall adjust the inventories of the various department involved.

B. Disposition of material and equipment that is unserviceable:

- 1) Any department which is in possession of personal property (as opposed to real property) which it believes to be unusable for City purposes shall notify the Purchasing Agent by memo or appropriate form issued by the Purchasing Agent of the existence of such property. The memo shall state the specific description, location of the property, the age of the property, condition, and the nature of the defect.

- 2) The Purchasing Agent (or his designee), upon receipt of a memo, shall examine the property to determine whether it has value for sale as surplus, whether the property can be used for salvage purposes, or whether the property is, in its entirety, unserviceable.
 - 3) All equipment determined to be unserviceable shall be reported to the Commissioner of Finance and Revenue and shall require signatures of both the Purchasing Agent and the Commissioner upon the determination.
 - 4) The Purchasing Agent shall promptly notify the department; in writing, of his determination as to whether the property is surplus, salvageable or unserviceable.
 - 5) The Purchasing Agent (or his designee) shall remove the City identification tags from all property designated as unserviceable.
 - 6) The property designated as unserviceable shall be promptly disposed of either by normal waste removal practices or by bid of contract for the disposal of unserviceable items in bulk.
 - 7) A form shall be signed by the Purchasing Agent and Commissioner of Finance and Revenue disposing of the property, showing the method and date of disposal.
 - 8) Accounting shall adjust the inventories to show the changes.
-

RESOLUTION NO. 16-1989

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO ACCEPT THE BID OF
LOJAC ENTERPRISES, INC. FOR THE RUNWAY GUARD LIGHT INSTALLATION
AND EAST APRON PAVEMENT REHABILITATION
TAD PROJECT NOS. 95-555-0154-16 AND 95-555-0155-16**

WHEREAS, the Lebanon Municipal Airport has a need for runway guard light installation and east apron pavement rehabilitation; and

WHEREAS, competitive bidding for this project was requested wherein only one bid was received; and

WHEREAS, LoJac Enterprises, Inc. is recommended as the lowest and best bidder for this project for the amount of \$394,207.50; and

WHEREAS, this project requires a 5% local share.

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 enter into a contract with LoJac Enterprises, Inc. as the best and lowest bidder for the Runway Guard Light Installation and East Apron Pavement Rehabilitation, TAD Project Nos. 95-555-0154-16 and 95-555-0155-16, as detailed on the bid analysis attached hereto by reference as if appearing verbatim herein, in the amount of Three Hundred Ninety-four Thousand, Two Hundred Seven Dollars and Fifty Cents (\$394,207.50).

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



September 19, 2016

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

Project: Runway Guard Light Installation and East Apron Pavement Rehabilitation
TAD Project Nos. 95-555-0154-16 and 95-555-0155-16

Subject: Recommendation for Award of Construction

Dear Mr. Laine:

As you are aware, sealed bids were received and read aloud for the above referenced project on September 15, 2016, at 2:00pm in the City Council Chamber at City Hall. Five (5) contractors sent representatives to our mandatory pre-bid conference; of those who attended, three (3) were electrical contractors, and two (2) were contractors who specialize more in general civil/paving construction. Of the five eligible bidders, a bid package was received from one of the two civil-specialized contractors, with one of the three electrical contractor's as a major subcontractor, representing 40% of our eligible attendee firms. The single bid received was from LoJac Enterprises, Inc. (LoJac) of Hermitage, TN with Stansell Electric Co., Inc. as their subcontractor for the airfield lighting portion of the project.

We have tabulated the bid prices and discovered no clerical or mathematical errors in the low bid submitted by LoJac. The attached bid tabulation provides a detailed comparison of the pricing on an item-by-item basis. The results are summarized below:

Bid Schedule 1 – East Apron Pavement Rehab

LoJac Bid	\$ 240,045.00
Engineer's Estimate	<u>\$ 190,550.00</u>
Difference	\$ 49,495.00
Percent Difference	26.0%

Bid Schedule 2 – Runway Guard Light Installation

LoJac Bid	\$ 154,162.50
Engineer's Estimate	<u>\$ 135,325.00</u>
Difference	\$ 18,837.50
Percent Difference	13.9%

Adding in Alternative Bid Schedules 1 and 2, the comparison is as follows:

Schedules 1 and 2

LoJac Bid	\$ 394,207.50
Engineer's Estimate	<u>\$ 325,875.00</u>
Difference	\$ 68,332.50
Percent Difference	21.0%

While the bid received from LoJac Enterprises, Inc. is higher than the engineer's estimate by a significant amount, in our opinion, the overall bid is reasonable and balanced. The variance from our estimated pricing can be attributed to the relatively small size of the overall project and the relatively small amounts and varied nature of each of the items in the bid schedule. Such a mixture of small quantities of a large number of different work items can lead to higher pricing, and the precise degree to which such a premium will be applied in a bidder's pricing can be challenging to estimate.

We understand that the bid represents \$18,827.50 more than the \$375,380.00 in grant funding currently available for the construction of the project, which equates to a need for almost exactly 5% more construction funding. Pending the availability of these additional funds, **we recommend that a construction contract for the project, including all bid schedules, be awarded to LoJac Enterprises, Inc. of Hermitage, TN.**

If you have any questions about the bid analysis or recommendation, please feel free to contact me.

Sincerely,

ATKINS



C. Darren Duckworth, P.E.
Project Manager

encl: Bid Tabulation

BID ANALYSIS SUMMARY

LEBANON MUNICIPAL AIRPORT
 RUNWAY GUARD LIGHT INSTALLATION and EAST APRON PAVEMENT REHABILITATION

Bid Date: September 15, 2016 @ 2:00 PM

ITEM No.		SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
					Engineer's Estimate				
					Lo-Jac Enterprises, Inc.				

BID SCHEDULE 1 - East Apron Pavement Rehabilitation

1	M-100-3.1		Mobilization and Demobilization	LS	1	\$8,900.00	\$8,900.00	\$15,000.00	\$15,000.00
2	M-100-3.2		Bonds	LS	1	\$1,400.00	\$1,400.00	\$4,000.00	\$4,000.00
3	M-100-3.3		Insurance	LS	1	\$2,700.00	\$2,700.00	\$1,000.00	\$1,000.00
4	M-100-3.4		Contractor's Quality Control Program	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
5	M-100-3.5		Construction Layout	LS	1	\$12,000.00	\$12,000.00	\$20,000.00	\$20,000.00
6	M-101-4.1		Maintenance of Traffic	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
7	M-101-4.2		Aircraft Barricade - Airport Furnished and Contractor Maintained	EA	10	\$250.00	\$2,500.00	\$50.00	\$500.00
8	P-101-5.2		Paint Removal	SF	1,275	\$5.00	\$6,125.00	\$3.25	\$3,981.25
9	P-101-5.3		HMA Pavement Milling (All Depths)	SY	2,600	\$5.00	\$13,000.00	\$7.50	\$19,500.00
10	P-101-5.4		Pavement Removal (HMA and Stone to 6" Depth)	SY	3,750	\$5.50	\$20,625.00	\$9.00	\$33,750.00
11	P-101-5.5		Tie-Down Anchor and Installation	EA	1	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
12	P-101-5.6		Sawcut	LF	650	\$3.00	\$1,950.00	\$13.00	\$8,450.00
13	P-150-4.1		Miscellaneous Demolition	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
14	P-152-4.1		Unclassified Excavation for Undercut (Contingency)	CY	50	\$20.00	\$1,000.00	\$50.00	\$2,500.00
15	P-152-4.2		Select Fill Material for Undercut Areas	CY	50	\$50.00	\$2,500.00	\$75.00	\$3,750.00
16	P-156-5.2		Inlet Protection	EA	1	\$400.00	\$400.00	\$300.00	\$300.00
17	P-208-5.1		Aggregate Base for Pavement Repair Areas	TON	10	\$50.00	\$500.00	\$75.00	\$750.00
18	P-401-8.1a		Bituminous Surface Course	TON	380	\$120.00	\$45,600.00	\$130.00	\$49,400.00
19	P-603-5.1		Bituminous Tack Coat	GAL	290	\$5.00	\$1,450.00	\$3.00	\$870.00
20	P-620-5.1		Permanent Taxiway and Apron Painting with Reflective Media	SF	575	\$4.00	\$2,300.00	\$4.25	\$2,443.75
21	P-620-5.2		Permanent Taxiway and Apron Painting without Reflective Media	SF	900	\$2.50	\$2,250.00	\$3.25	\$2,925.00
22	F-162-5.1		Remove and Reinstall Mechanical Gate and Keypad Entry Access Control with New Pavement Detector Loops	LS	1	\$3,500.00	\$3,500.00	\$9,000.00	\$9,000.00
23	F-162-5.2		6" Fence with 3-Strand Barbed Wire	LF	200	\$35.00	\$7,000.00	\$55.00	\$11,000.00
24	F-162-5.3		Double Swing Gate (20' Total Width)	EA	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
25	CITY SPEC		New Hydrant and Valve Assembly, with Connection to Existing Water Line and Cap at Termination of Line	LS	1	\$6,000.00	\$6,000.00	\$7,500.00	\$7,500.00
26	D-752-5.1		Cast-In-Place Inlet w/ Frame and Grate	EA	1	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
27	T-901-5.1		Temporary Annual Ryegrass Seeding	ACRE	1	\$1,200.00	\$1,200.00	\$550.00	\$550.00
28	T-901-5.2		Permanent Bermudagrass Seeding	ACRE	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
29	T-905-5.1		Topsoiling Furnished from Off-Airport Sources (6-Inch Thickness)	SY	3,750	\$6.00	\$22,500.00	\$4.50	\$16,875.00
30	T-908-5.1		Hydro-Mulching	ACRE	2	\$1,300.00	\$2,600.00	\$1,500.00	\$3,000.00

TOTAL BID SCHEDULE 1 AS CALCULATED WITH PROVIDED FIGURES

MOBILIZATION PERCENTAGE
 TOTAL BID AS STATED BY CONTRACTOR
 DIFFERENCE

4.9%	\$190,550.00
6.7%	\$240,045.00
	\$0.00

BID ANALYSIS SUMMARY

LEBANON MUNICIPAL AIRPORT
 RUNWAY GUARD LIGHT INSTALLATION and EAST APRON PAVEMENT REHABILITATION

Bid Date: September 15, 2016 @ 2:00 PM

		Engineer's Estimate			LoJac Enterprises, Inc.			
ITEM No.	SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT

BID SCHEDULE 2 - Runway Guard Light Installation								
1	M-100-3-1	Mobilization and Demobilization	LS	1	\$6,400.00	\$6,400.00	\$8,000.00	\$8,000.00
2	M-100-3-2	Bonds	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
3	M-100-3-3	Insurance	LS	1	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00
4	M-100-3-5	Contractor's Quality Control Program	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
5	M-100-3-6	Construction Layout	LS	1	\$12,000.00	\$12,000.00	\$2,000.00	\$2,000.00
6	M-101-4-1	Maintenance of Traffic	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
7	L-100-5-1	Verification of Existing Conditions	LS	1	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00
8	L-104-5-1	Temporary Airfield Lighting During Construction	LS	1	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00
9	L-108-5-1	No. 8 AWG, L-824C Cable, installed in conduit	LF	1,900	\$1.50	\$2,850.00	\$1.50	\$2,850.00
10	L-108-5-2	No. 6 AWG Bare Solid Counterpoise Wire, installed in trench, including ground rods and ground connectors	LF	1,675	\$2.00	\$3,350.00	\$2.50	\$4,187.50
11	L-109-5-1	L-828 Constant Current Regulator, 4 KW	EA	1	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
12	L-109-5-2	Electrical System Modifications	LS	1	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
13	L-110-5-1	1 way 2" Schedule 40 PVC Conduit, Direct Earth Buried	LF	1,250	\$12.00	\$15,000.00	\$11.00	\$13,750.00
14	L-115-5-1	L-867D Junction Can	EA	5	\$1,000.00	\$5,000.00	\$1,200.00	\$6,000.00
15	L-116-8-1	1 way 2" HDPE, Directional Drill (under Runway)	LF	175	\$25.00	\$4,375.00	\$110.00	\$19,250.00
16	L-116-8-2	1 way 2" HDPE, Directional Drill (under Taxiway A1 West)	LF	125	\$25.00	\$3,125.00	\$82.50	\$10,312.50
17	L-116-8-3	1 way 2" HDPE, Directional Drill (under Taxiway A1 East)	LF	125	\$25.00	\$3,125.00	\$87.50	\$10,937.50
18	L-125-5-1	Electrical Demolition	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
19	L-125-5-2	L-861T Quartz Taxiway Edge Light	EA	4	\$800.00	\$3,200.00	\$1,500.00	\$6,000.00
20	L-125-5-3	L-804(L) LED Elevated Runway Guard Light	EA	4	\$2,500.00	\$10,000.00	\$4,000.00	\$16,000.00
21	L-125-5-4	L-858(L) Sign Unit - 3 Module	EA	2	\$6,000.00	\$12,000.00	\$6,500.00	\$13,000.00

TOTAL BID SCHEDULE 2 AS CALCULATED WITH PROVIDED FIGURES

MOBILIZATION PERCENTAGE
 TOTAL BID AS STATED BY CONTRACTOR
 DIFFERENCE

TOTAL BID SCHEDULES 1 + 2 AS CALCULATED WITH PROVIDED FIGURES

MOBILIZATION PERCENTAGE
 TOTAL BID AS STATED BY CONTRACTOR
 DIFFERENCE

We hereby certify the "Bid Analysis Summary" has been checked/verified and is approved as to accuracy.

Atkins
 by 
 C. Darren Duckworth, P.E. 9/19/2016 Date

\$135,325.00	5.0%	\$154,162.50	5.5%	\$154,162.50
\$325,875.00	4.9%	\$394,207.50	6.2%	\$394,207.50
		\$0.00		\$0.00

ORDINANCE NO. 16-5317

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE BUDGET AMENDMENTS FOR THE POLICE DEPARTMENT TO APPROPRIATE UNUSED DONATIONS FROM THE 2015 – 2016 FISCAL YEAR BUDGET AND TO APPROPRIATE DONATIONS RECEIVED IN THE 2016 – 2017 FISCAL YEAR

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, budget amendments are now necessary for the Police Department to appropriate unused donations from the previous fiscal year and to appropriate donations received this fiscal year; and

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

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

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

Department: Police

From: 11090000-79000	Budget Fund Balance	\$423.11
1104-34017	Police Donations	\$2,750.00
To: 11042100-73251	Community Events	\$423.11
11042100-73251	Community Events	\$2,750.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017**

FINANCE DEPT
2016 SEP 22 AM 11:00

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

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 423.11	
	Total	\$ 423.11	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-73251	Community Events		\$ 423.11
	Total		\$ 423.11

REQUESTED BY	<u>[Signature]</u>	DATE	<u>9/22/2016</u>
DEPARTMENT HEAD	<u>[Signature]</u>	DATE	<u>9/22/2016</u>
COMM. OF FINANCE	<u>[Signature]</u>	DATE	<u>9/23/16</u>
MAYOR	<u>[Signature]</u>	DATE	_____

REASON FOR THIS TRANSFER:
Appropriate unused police department donations FY 2015-2016 into FY 2016-2017
community events line item.

CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017

FINANCE DEPT

2016 SEP 22 AM 11:00

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1104-34017	Police Donations	\$ 2,750.00	
Total		\$ 2,750.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-73251	Community Events		\$ 2,750.00
Total			\$ 2,750.00

REQUESTED BY _____

DATE 9/22/2016

DEPARTMENT HEAD _____

DATE 9/22/2016

COMM. OF FINANCE _____

DATE 9/23/16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Appropriate police department donations received in FY 2016-2017 to community events line item for upcoming events.

RESOLUTION NO. 16-1990

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A
CONTRACT WITH TDOT FOR RESURFACING OF SOUTH HARTMANN DRIVE
FROM LEEVILLE PIKE TO SOUTH OF HICKORY RIDGE ROAD
STATE PROJECT NO. 95LPLM-F3-066**

WHEREAS, South Hartmann Drive is in need of resurfacing from Leeville Pike to just south of Hickory Ridge Road; and

WHEREAS, the contract from TDOT for such project is attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and Commissioner of Finance are hereby authorized to execute the attached Local Agency Project Agreement with the Tennessee Department of Transportation (TDOT), a copy of which is attached hereto and incorporated by reference as if set forth verbatim herein, for resurfacing of South Hartmann Drive from Leeville Pike to south of Hickory Ridge Road.

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



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 13, 2016

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

Re: South Hartmann Drive from South of Hickory Ridge to Leeville Pike
Lebanon, Wilson County
PIN: 125072.00
Federal Project Number: PENDING
State Project Number: 95LPLM-F3-066
Agreement Number: 160203

Dear Mayor Craighead:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Denise Baker at 615-741-7015 or denise.baker@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Receive NTP for Environmental document Preliminary Engineering	
Advertise for consultant engineering services	<u> / </u>
Verify that consultant is on TDOT pre-approved list	<u> / </u>
Select consultant	<u> / </u>
Hold public involvement meeting	<u> / </u>
Submit environmental document to TDOT for review	<u> / </u>
Receive NTP for Preliminary Engineering Final Design Plans	
Hold Design Meeting	<u> / </u>
Submit Final Design plans/Design Certification Letter to TDOT	<u> / </u>
Submit ROW, Utility and Railroad Estimates to TDOT	<u> / </u>
Submit Approved Final Design plans to TDOT permits for Review	<u> / </u>
TDOT ROW Manager advises that the Right of Way Process can begin	
Submit Utility Certification/Plans to TDOT utilities for Review	<u> / </u>
TDOT ROW Manager advises that the ROW can now be certified	
Submit Construction Estimate to TDOT	<u> / </u>
Submit Bid Book/advertisement to TDOT for approval	<u> / </u>
Receive Construction Notice to Proceed	
Advertise project for bid	<u> / </u>
Open bids	<u> / </u>
Submit Bid Tabs to TDOT for Approval of bid	<u> / </u>
Award Project	<u> / </u>
Hold Pre-Construction Conference	<u> / </u>

Agreement Number: 160203
Project Identification Number: 125072.00
Federal Project Number: PENDING
State Project Number: 95LPLM-F3-066
State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and City of Lebanon (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Resurfacing of South Hartmann Drive from South of Hickory Ridge to Leeville Pike

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Agency	Project
Preliminary Engineering by:	Agency	Project
Right-of-Way by:	Agency	Agency
Utility Coordination by:	Agency	Agency
Construction by:	Agency	Project

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **September 15, 2021**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF LEBANON

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Philip Craighead **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Andy Wright **John Reinbold**
Attorney **General Counsel**

EXHIBIT "A"

AGREEMENT #: 160203**PROJECT IDENTIFICATION #:** 125072.00**FEDERAL PROJECT #:** PENDING**STATE PROJECT #:** 95LPLM-F3-066

PROJECT DESCRIPTION: Resurfacing of South Hartmann Drive from South of Hickory Ridge to Leeville Pike. The proposed improvements also include shoulder work, loop work, striping and markings.

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Resurfacing

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	L-STP	80	0	20	\$15,000.00
PE-DESIGN	L-STP	80	0	20	\$30,000.00
CONSTRUCTION	L-STP	80	0	20	\$332,167.00
CONSTRUCTION-CEI	L-STP	80	0	20	\$37,737.00
TDOT ES	L-STP	80	0	20	\$3,736.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

RESOLUTION NO. 16-1991

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO ACCEPT LETTER OF PROPOSAL EXTENSION OF PHOENIX BUILDERS FOR AIRPORT MAINTENANCE HANGAR DESIGN BUILD PROPOSAL THROUGH NOVEMBER 15, 2016

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

WHEREAS, the Lebanon City Council passed Res. No. 16-1932 to obtain design/build proposals for the construction of such maintenance hangar; and

WHEREAS, the City wishes to accept the letter of proposal extension of Phoenix Builders for Airport Maintenance Hangar Design Build Proposal, 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 letter of proposal extension of Phoenix Builders for Airport Maintenance Hangar Design Build Proposal through November 15, 2016, attached hereto by reference as if appearing verbatim herein, is hereby accepted.

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

PHOENIX

COMMERCIAL BUILDERS, LLC

September 15, 2016

Randy Laine

RE: Lebanon Municipal Airport New Aviation Maintenance Hangar

In reference to our conversation, our bid for this project is \$ 1,089,000.00. This bid is valid for 60 days from the date of this letter.

Additionally, to engineered and get bldg pre-ordered we would need \$77,362.

Please let me know if you have any questions.

Sincerely,

Scott Hunter

ORDINANCE NO. 16-5281

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE ENGINEERING AND A BUDGET AMENDMENT FOR PREPARATION OF PRE-ORDERING METAL BUILDING FOR THE MAINTENANCE HANGAR AT THE LEBANON MUNICIPAL AIRPORT

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 necessary for the Airport Fund to cover engineering for the maintenance hangar building design and to pre-order the metal building per design build proposal submitted by Phoenix Commercial Builders, as approved by Res. No. 16-1991; and

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

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

Section 1. The engineering for the maintenance hangar building design and preparation of pre-ordering metal building by Phoenix Commercial Builders, LLC for Maintenance Hangar at the Lebanon Municipal Airport is hereby authorized.

Section 2. 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 for the engineering of the maintenance hangar building design and pre-ordering metal building:

Department: Airport Fund

From: 315-90000-79000 Budget Fund Balance \$80,000.00

To: 315-52546-79330 Engineering \$80,000.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ord. No. 16-5281

Page 2

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2016-2017

FINANCE DEPT
 2016 SEP 23 PM 4:19

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

DEPARTMENT Airport Fund

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
315 90000-79000	Budget Fund Balance	80,000.00	
	Total	\$ 80,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
315 52546 79330	Engineering		80,000.00
	Total		\$ 80,000.00

REQUESTED BY [Signature] **DATE** 9/23/16

DEPARTMENT HEAD [Signature] **DATE** 9/23/16

COMM. OF FINANCE [Signature] **DATE** 9/26/16

MAYOR _____ **DATE** _____

REASON FOR THIS TRANSFER:
Authorize the engineering for the maintenance hangar building design.
Per Design Build proposal submitted by Phoenix Commercial Builders.

RESOLUTION NO. 16-1992

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO APPROVE A
CONTRACT WITH WEST PUBLISHING CORPORATION FOR ONLINE
LEGAL SUBSCRIPTIONS**

WHEREAS, the Legal Department for the City of Lebanon has a need for online legal subscriptions; and

WHEREAS, West Publishing Corporation offers the necessary online legal subscriptions in the amount of \$280.00 per month; and

WHEREAS, the contract for such online legal subscriptions is attached hereto by reference as if appearing verbatim herein; and

WHEREAS, funds for such online legal subscriptions are appropriated in the 2016 – 2017 fiscal year budget.

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

Section 1. The City Attorney for Lebanon is hereby authorized to execute and enter into the contract with West Publishing Corporation, attached hereto by reference as if appearing verbatim herein, for online legal subscriptions.

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



THOMSON REUTERS

Order Form

Contact your representative todd.hawkins@thomsonreuters.com with any questions. Thank you.

Order ID: **830968**

Subscriber Information

Account Address:

Account #: **1000398332**
LEBANON CITY ATTORNEY
ANDY WRIGHT
200 N CASTLE HEIGHTS AVE STE
100
LEBANON, TN 37087
US
615-443-8610

Shipping Address:

Account #: **1000398332**
LEBANON CITY ATTORNEY
ANDY WRIGHT
200 N CASTLE HEIGHTS AVE STE
100
LEBANON, TN 37087
US
615-443-8610

Billing Address:

Account #: **1000398332**
LEBANON CITY ATTORNEY
ANDY WRIGHT
200 N CASTLE HEIGHTS AVE STE
100
LEBANON, TN 37087
US
615-443-8610

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I".

Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

Svc Mat #	Product	Qty	Unit	Program Details	Program Code	List	Other	Monthly Charges	Minimum Term (Months)	Term and Increase
41940148	Government Plan (Westlaw PRO™) (Banded) <div style="border: 1px solid black; padding: 2px; width: fit-content;">See Attachment for Select Product details</div>	1	Atty (s)	541723-Std Disc/MYR Disc	541723	\$400.00	30%	\$280.00	36	Year2-5% Year3-5%

Minimum Terms

Monthly Charges begin on the date West Publishing Corporation ("West", "we" or "our") processes your order and continue for the number of complete calendar months listed in the Minimum Term column above. Based on above terms listed you agree to the length and year over year increases.

During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

For Online/Practice Solutions/Software: Your subscription will change to a month-to-month status at the end of the Minimum Term, and your applicable Monthly Charges will be billed at up to the then current retail rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Order charges for print/eBook products not on subscription: N/A

Initial order charges for print/eBooks products with updates billed upon shipment: N/A

Initial Monthly Charges for Products under 36 month Minimum Term: \$280.00

Estimated total Monthly Charges for the initial 12 months: \$280.00

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Different policies apply to print products you receive as part of a program such as Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack and WestPack. Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- CD-ROM Products/DVD Products /li>
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

Excluded Charges. If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then-current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-firm-central-caselogistix.pdf>. Excluded Charges may change after 30 days written or online notice.

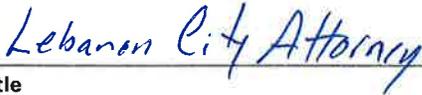
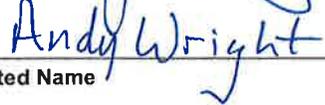
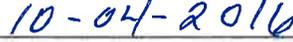
Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 830968

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

	
Signature of Authorized Representative for order	Title
	
Printed Name	Date

© 2016 West, a Thomson Reuters business. All rights reserved.

 THOMSON REUTERS	Attachment Contact your representative todd.hawkins@thomsonreuters.com with any questions. Thank you.
--	--

Order ID: **830968**

Payment and Shipping Information

Payment Method:
Payment Method: **WestAccount**
Account Number: **1000398332**

Shipping Information:
Shipping Method: **Ground Shipping - U.S. Only**

Additional Information

Created By: **0036075**
Order Source: **27**
Revenue Channel: **01**
Order Date: **9/23/2016 1:19:13 PM**
P.O. Number:
Additional Data B: **1**

Product and User Details

Banded Products for all users below

41940148 Government Plan (Westlaw PRO™) (Banded)

User	Position	Email
Andy Wright	Attorney	
Beth Ehlert	Paralegal	

CustomPro Product Details

Material ID	Description
40982565	Primary Law with KeyCite®: All — Tennessee (WestlawNext™)
41931317	Gov - Analytical Premier For Government (Westlaw™ PRO)
41977090	Tennessee Core For Government (Westlaw™ PRO)

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Beth	Ehlert	beth.ehlert@lebanontn.org	Order Confirmation Contact	28
Beth	Ehlert	beth.ehlert@lebanontn.org	Primary Password Contact	24

Office Use Only

- Worksheet Custom Pro:<https://ordermation.west.thomson.com/esigs/of.aspx?ordergroupid=b2f698ff04d0468a913cfd93b6c83bbf&pfv=true>
- OF Ver:<https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=4734b89035024c5880e68188715f4f16&isofview=yes>

ORDINANCE NO. 16-5318

Place Holder

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AMEND TITLE 10, CHAPTERS 1 AND 2, SECTIONS 10-108 AND 10-207 OF THE LEBANON MUNICIPAL CODE RELATIVE TO THE SEIZURE AND DISPOSITION OF ANIMALS AND DOGS BY LEBANON ANIMAL CONTROL

WHEREAS, ; and

WHEREAS, .

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 Lebanon Municipal Code 10-108 by deleting the current 10-108 in its entirety and replacing it with the following new LMC 10-108:

10-108. Seizure and disposition of animals.

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the Lebanon Municipal Code 10-207 by deleting the current 10-207 in its entirety and replacing it with the following new LMC 10-207:

10-207. Seizure and disposition of dogs.

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: _____