



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

SPECIAL CALLED CITY COUNCIL MEETING

AGENDA - NOVEMBER 29, 2016 - 5:00 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

1. CALL TO ORDER

2. ROLL CALL

3. CONSENT AGENDA:

Budget Amendment – Before the Fact:

1. **Ordinance No. 16-5334**, second reading, to authorize a Budget Amendment for the Street Department (bucket truck requires repairs for inspection), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.

Budget Amendment – Before the Fact:

2. **Ordinance No. 16-5335**, second reading, to authorize a Budget Amendment for the Traffic Maintenance Department (bucket truck requires repairs for inspection), by Jeff Baines, Commissioner of Public Works, and Robert Springer, Commissioner of Finance and Revenue.
3. **Ordinance No. 16-5337**, second reading, to approve a lease addendum to the Lease Agreement of a Corporate Aircraft Hangar in Lot 2 of Corporate Row of the Lebanon Municipal Airport, by T.O. Cragwall, Airport Commission Chairman, and Jeff Baines, Commissioner of Public Works.

4. NEW BUSINESS:

1. **Resolution No. 16-2009**, to authorize a Land Lease Agreement with PapaG, LLC, and/or Steve Kovach for Lot 8 of Corporate Row at the Lebanon Municipal Airport (recommended by the Lebanon Airport Commission), by Jeff Baines, Commissioner of Public Works, and T.O. Cragwall, Airport Commission Chairman.

5. ADJOURNMENT

ORDINANCE NO. 16-5334

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE STREET 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 Street Department bucket truck requires repairs for inspection; and

WHEREAS, a budget amendment is necessary to cover the cost.

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

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

Department: Street

From: 11090000-79000 Fund Balance \$22,691.88

To: 11043110-72610 Maintenance Vehicles \$22,691.88

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:

11/15/16

Passed second reading:

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

NOV -3 PM 12:38

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Street

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110 - 90000 - 79000	Fund Balance	22,691.88	

Total \$22,691.88

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043110 - 72610	Maint Vehicles		22,691.88

Total \$22,691.88

REQUESTED BY W. Bruno U.C.

DATE 10-12-16

DEPARTMENT HEAD Jeff Baines

DATE 10/31/16

COMM. OF FINANCE Robert Gray

DATE 11/3/16

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Repair Cost for Inspection on Bucket Truck.



Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **17885-00**

B I L L T O

CITY OF LEBANON

Accounts Payable
200 N. Castle Heights Avenue
Lebanon, TN 37087
Phone: (615) 443-3605
Fax: (615) 443-7012

Terms & Conditions:

1. No Changes without consent of Purchasing Agent.
2. Enter this order in accordance with the prices, terms, delivery methods, and specifications listed below.

V E N D O R

Altec Industries
1730 Vanderbilt Road
Birmingham AL 35234

S H I P T O

CITY OF LEBANON

410 Park Drive
Lebanon TN 37087

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				19544			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/03/2016	81371	10/03/2016			Water Dept		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
50035127							
1	500351127 Unit1557 , hasmat -no air , repair kit, washers steel, hoses & hose assembly , hydraulic valves, bearings , fiberglass boom, winch worm gear			1.0	EACH	\$22,691.880	\$22,691.88
***** GL SUMMARY *****							
11043110 - 72610				22,691.88			

By Lisa Lane By _____

PO Total **\$22,691.88**



Altec Industries, Inc.
1730 Vanderbilt Road
Birmingham AL 35234
(877) 462-5832

Please Remit To:

Altec Industries, Inc.
PO Box 11407
BIRMINGHAM AL 35246-0414

For Accounting Questions:
ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 50035127	Invoice Date 16-SEP-16
Request No. 2633704	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3819008

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I 410 PARK DR
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11043110 22610

Customer No. 27813	Site No. 36789	Site No. 441461
Customer Order No.	Assembly No. 047-0020419	Customer Vehicle No. 1557
In Service Date 30-JUL-96	Device Serial No. 0296BB0474	Model AM855
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.
PTO Hours 13003	Credit/Fleet Card Information	Crew No.
		VMS Note
		UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
1	EA	004190001-	***HAZMAT-NO AIR***REPAIR KIT;;;GEL COAT;;;CONTA	\$49.99	\$49.99	\$ 49.99
12	EA	020401404-	WASHER;STEEL;FLAT TYPE A NARROW;;;.50 IN DIA;;;MTS	\$0.60	\$7.20	\$ 7.20
4	FT	027040007-	HOSE;.63 IN ID;;;100R17;;;WIRE BRAID;3000 PSI WORKI	\$4.62	\$18.48	\$ 18.48
2	EA	027111003-	HOSE ASSEMBLY;.25 IN ID;15.00 IN L;100R17;1-4;1-4;13	\$25.89	\$51.78	\$ 51.78
5	EA	027111004-	HOSE ASSEMBLY;.25 IN ID;11.00 IN L;100R17;1-4;1-4;9.	\$42.27	\$211.35	\$ 211.35
1	EA	027111005-	HOSE ASSEMBLY;.25 IN ID;15.25 IN L;100R17;1-4;1-4;13	\$38.87	\$38.87	\$ 38.87
1	EA	027121002-	HOSE ASSEMBLY;.38 IN ID;15.50 IN L;100R17;1-6;1-6;13	\$38.31	\$38.31	\$ 38.31
1	EA	027122011-	HOSE ASSEMBLY;.38 IN ID;29.00 IN L;100R17;1-6;1-6;26	\$39.55	\$39.55	\$ 39.55
1	EA	027123006-	HOSE ASSEMBLY;.38 IN ID;32.75 IN L;100R1;1-6;1-6;30.	\$35.64	\$35.64	\$ 35.64
1	EA	027124017-	HOSE ASSEMBLY;.38 IN ID;50.00 IN L;100R17;1-6;1-6;47	\$51.92	\$51.92	\$ 51.92

Sub Total		\$22,691.88
State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax

\$0

Total Invoice \$22,691.88

PO# 17885
CK# 135021 dated 10/6/16

3170 garage

(19544)

COPY



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Customer No. 27813		Site No. 36789		Site No. 441461	
Customer Order No.	Assembly No. 047-0020419	Customer Vehicle No. 1557	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803	
In Service Date 30-JUL-96	Device Serial No. 0296BB0474	Model AM855	Technician Koontz, Jeremy Tyler	Odometer 113324	
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207	
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
1	EA	027131016-	HOSE ASSEMBLY;.50 IN ID;20.00 IN L;100R17;1-8;1-8;17	\$33.07	\$33.07	\$ 33.07
1	EA	027409301-	ADAPTER;UNION;.13 PLASTIC TUBE;.13 PLASTIC TUBE;;;	\$5.89	\$5.89	\$ 5.89
1	EA	035200073-	HYDRAULIC VALVE;MANUAL;2 SPOOL	\$2,569.70	\$2,569.70	\$ 2,569.70
1	EA	035200074-	HYDRAULIC VALVE;MANUAL;3 SPOOL;3000 PSI	\$3,413.64	\$3,413.64	\$ 3,413.64
1	EA	035440034-	HYDRAULIC MOTOR;GEAR TYPE;3.6 CU IN	\$483.46	\$483.46	\$ 483.46
2	EA	035620144-	QUICK DISCONNECT;CAP;FITS .50 FF HTMA TYPE NIPPLE	\$7.11	\$14.22	\$ 14.22
2	EA	035620145-	QUICK DISCONNECT;CAP;FITS .38NS TYPE COUPLER/NIP	\$6.23	\$12.46	\$ 12.46
1	EA	044159021-	BEARINGS;LINEAR;;;;;CURVED	\$45.84	\$45.84	\$ 45.84
3	EA	070300321-	;PAD, BOOM REST;;;	\$16.79	\$50.37	\$ 50.37
1	EA	070680273-	COVER;FIBERGLASS;BOOM TIP;W/HYDRAULIC EXTEND J	\$260.07	\$260.07	\$ 260.07
1	EA	027204002-	END FITTING;STRAIGHT;-10 JIC FEMALE SWIVEL;;;;;-10;1	\$17.54	\$17.54	\$ 17.54
1	EA	041500151-	WINCH;WORM GEAR;;;1.25 IN DIA;;FRONT MOUNTED	\$1,820.75	\$1,820.75	\$ 1,820.75

Sub Total \$22,691.88

State Tax 7.00% \$0.00
County Tax 2.25% \$0.00
City Tax .00% \$0.00

Total Tax \$0

Total Invoice \$22,691.88



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Customer Order No.	Assembly No. 047-0020419	Customer Vehicle No. 1557	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803	
In Service Date 30-JUL-96	Device Serial No. 0296880474	Model AM855	Technician Koontz, Jeremy Tyler	Odometer 113324	
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207	
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
8	FT	027020002-	HOSE;.38 IN ID;;;100R17;;;WIRE BRAID;3000 PSI WORKI	\$4.46	\$35.68	\$ 35.68
1	EA	044159001-	BEARINGS;LINEAR;;;2.00 IN OD;4.00 IN L	\$8.18	\$8.18	\$ 8.18
8	EA	020151204-	CAPSCREW;STEEL;FLAT HEAD SOCKET;.38-16 UNC;.50 IN	\$0.93	\$7.44	\$ 7.44
12	EA	020151403-	CAPSCREW;STEEL;BUTTON HEAD;.50-13 UNC;1.25 IN L;	\$1.65	\$19.80	\$ 19.80
2	EA	027121079-	HOSE ASSEMBLY;.38 IN ID;18.00 IN L;100R17;1-6;1-6;15	\$29.49	\$58.98	\$ 58.98
1	EA	027125024-	HOSE ASSEMBLY;.38 IN ID;56.00 IN L;100R17;1-6;1-6;53	\$42.08	\$42.08	\$ 42.08
4	EA	027113001-	HOSE ASSEMBLY;.25 IN ID;38.50 IN L;100R17;1-4;1-4;37	\$32.48	\$129.92	\$ 129.92
1	EA	027141002-	HOSE ASSEMBLY;.63 IN ID;17.00 IN L;100R17;1-10;1-10;	\$49.54	\$49.54	\$ 49.54
1	EA	027136010-	HOSE ASSEMBLY;.50 IN ID;66.00 IN L;100R7;1-8;2-8;63.	\$125.41	\$125.41	\$ 125.41
1	EA	027137013-	HOSE ASSEMBLY;.50 IN ID;73.75 IN L;100R7;1-8;2-8;71	\$148.65	\$148.65	\$ 148.65
4	EA	027201005-	END FITTING;STRAIGHT;-4 JIC FEMALE SWIVEL;;;;;100R1	\$8.71	\$34.84	\$ 34.84

Sub Total \$22,691.88

State Tax 7.00% \$0.00
 County Tax 2.25% \$0.00
 City Tax .00% \$0.00

Total Tax \$0

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VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207	
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
4	EA	027202009-	END FITTING;STRAIGHT;-6 JIC FEMALE SWIVEL;;;;;100R2	\$7.99	\$31.96	\$ 31.96
1	EA	035260054-	HYDRAULIC VALVE;R/B 970056745; PILOT OPERATED;PR	\$4,549.59	\$4,549.59	\$ 4,549.59
1	EA	070680244-	COVER;JIB WINCH TILT CYLINDER;MANUAL EXTEND JIB	\$242.40	\$242.40	\$ 242.40
1	EA	070680249-	COVER;FIBERGLASS;JIB WINCH;;;	\$290.43	\$290.43	\$ 290.43
1	EA	070680250-	COVER;STEEL;JIB MOUNTING BRACKET;;;	\$21.37	\$21.37	\$ 21.37
1	EA	070680253-	COVER;FIBERGLASS;JIB EXTENSION;;CYLINDER;	\$215.68	\$215.68	\$ 215.68
1	EA	070680285-	COVER;FIBERGLASS;PLATFORM;TILT ROTATOR;;	\$243.26	\$243.26	\$ 243.26
1	EA	070680287-	COVER;FIBERGLASS;PLATFORM CAM;;;	\$272.04	\$272.04	\$ 272.04
1	EA	075040098-	PLACARD;ENGLISH;KIT;AERIAL SAFETY PLACARDS;W/ O	\$84.58	\$84.58	\$ 84.58
1	EA	075040250-	KIT;CONTROLLER COVER REPLACEMENT;W/ROTATION S	\$269.13	\$269.13	\$ 269.13
10	FT	027010001-	HOSE;.25 IN ID;;100R17;;;;;WIRE BRAID;3000 PSI WORKI	\$3.32	\$33.20	\$ 33.20
1	EA	070350743-	KIT;BOOM SEAL KIT;FOR AERIAL DEVICE;W/ DOW CORN	\$149.82	\$149.82	\$ 149.82

Sub Total \$22,691.88

State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$22,691.88



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Customer No. 27813		Site No. 36789		Site No. 441461	
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In Service Date 30-JUL-96	Device Serial No. 0296BB0474	Model AM855	Technician Koontz, Jeremy Tyler	Odometer 113324	
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207	
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
1	EA	027204007-	END FITTING;37 DEGREE SWIVEL;-12 JIC FEMALE;-10 HO	\$15.53	\$15.53	\$ 15.53
1	EA	070421071-	PLATFORM REST TUBE;RUBBER, EXTRUDED;42.00 IN L;;	\$159.69	\$159.69	\$ 159.69
1	FT	818000113-	FLEX-TREAD;6.00 IN W;60 FT ROLL;BLACK;ANTI-SKID;;;	\$2.27	\$2.27	\$ 2.27
2	EA	970626254-	STEP;CABLE (REPLACES 322500101);12.00 IN H;7.00 IN	\$219.07	\$438.14	\$ 438.14
36	HRS	970653012-	Labor;SVC;SME;GA/TN	\$114.00	\$4,104.00	\$ 4,104.00
6	HRS	970653013-	Labor;SVC;TVL;SME;GA/TN	\$114.00	\$684.00	\$ 684.00
		970000619-	FREIGHT; ;		\$650.60	\$ 650.61
		970032952-	Charge;SVC;EDF/SHOP SUPPLIES		\$180.00	\$ 180.00
		970442728-	LOCALLY PURCHASED ADAPTER FITTINGS FOR NEW MAI		\$91.55	\$ 91.55
		970442728-	LOCALLY PURCHASED SPACERS AND HARDWARE FOR M		\$32.01	\$ 32.01

Call Reason:
REPAIRS FROM PM INSPECTION
CSN AM 232
CSN AM 235
CSN U 234

	Sub Total	\$22,691.88
State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00
Total Tax		\$0
Total Invoice		\$22,691.88



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VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207		
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

PSM 452
PSM 485

Cause:
REPAIRS FROM PM INSPECTION.

Correction:
8-26-16. TRAVELED FROM CLARKSVILLE, TN TO LEBANON, TN.

SET UP UNIT FOR REPAIRS.

DISCONNECTED HYDRAULIC HOSES FROM STREETSIDE OUTRIGGER CONTROL VALVE.
REMOVED STREETSIDE OUTRIGGER CONTROL VALVE FROM UNIT.
TRANSFERRED FITTINGS ONTO NEW CONTROL VALVE.
INSTALLED HANDLES ONTO NEW CONTROL VALVE.
INSTALLED NEW STREETSIDE OUTRIGGER CONTROL VALVE ONTO UNIT.
RECONNECTED HYDRAULIC HOSES TO STREETSIDE OUTRIGGER CONTROL VALVE.

DISCONNECTED HYDRAULIC HOSES FROM CURBSIDE OUTRIGGER CONTROL VALVE.
REMOVED CURBSIDE OUTRIGGER CONTROL VALVE FROM UNIT.
TRANSFERRED FITTINGS ONTO NEW CONTROL VALVE.
INSTALLED HANDLES ONTO NEW CONTROL VALVE.
INSTALLED NEW CURBSIDE OUTRIGGER CONTROL VALVE ONTO UNIT.
RECONNECTED HYDRAULIC HOSES TO CURBSIDE OUTRIGGER CONTROL VALVE.

	Sub Total		\$22,691.88
State Tax	7.00%	\$0.00	
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Quantity	UOM	Part Number	Description	Price	Extended Price Charge

RAN UNIT AND CHECKED FOR HYDRAULIC LEAKS AT OUTRIGGER CONTROL VALVES.

REPLACED LOWER BOOM REST PADS, MOUNTING BOLTS, AND WASHERS. (3 PEICE SET, 12 BOLTS, 12 WASHERS) HAD DIFFICULTY REMOVING OLD PADS DUE TO ALL 12 BOLTS BEING SEIZED.

REPAIRED DAMAGED PLATFORM GEL-COAT.

8-30-16. SET UP UNIT FOR REPAIRS.
DISCONNECTED HYDRAULIC HOSES FROM JIB GEARBOX MOTOR.
REMOVED JIB WINCH ROPE FROM DRUM.
ATTEMPTED TO REMOVED JIB WINCH GEARBOX FROM WELDMENT, FOUND GEARBOX SHAFT SEIZED TO INSIDE OF DRUM WELDMENT.
REMOVED ENTIRE JIB ASSEMBLY FROM UNIT.
HAD TO HEAT JIB WINCH DRUM TO ALLOW GEARBOX TO BE REMOVED.
REMOVED JIB WINCH GEARBOX AND MOTOR FROM JIB WELDMENT ASSEMBLY.
INSTALLED NEW JIB WINCH GEARBOX ONTO JIB WELDMENT ASSEMBLY.
TRANSFERRED FITTINGS FROM OLD GEARBOX MOTOR ONTO NEW MOTOR.
INSTALLED NEW JIB WINCH GEARBOX MOTOR ONTO GEARBOX.
REINSTALLED ENTIRE JIB ASSEMBLY ONTO UNIT.
RECONNECTED HYDRAULIC HOSES.
REINSTALLED JIB WINCH ROPE.
RAN UNIT AND CHECKED FOR LEAKS.

REMOVED AND REPLACED UPPER BOOM REST WEAR PADS (2) AND MOUNTING HARDWARE (8).

	Sub Total		\$22,691.88
State Tax	7.00%	\$0.00	
County Tax	2.25%	\$0.00	
City Tax	.00%	\$0.00	
Total Tax		\$0	
	Total Invoice		\$22,691.88



Altec Industries, Inc.
1730 Vanderbilt Road
Birmingham AL 35234
(877) 462-5832

Please Remit To:

Altec Industries, Inc.
PO Box 11407
BIRMINGHAM AL 35246-0414

For Accounting Questions:
ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 50035127	Invoice Date 16-SEP-16
Request No. 2633704	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3819008

S
O CITY OF LEBANON (TN)
L ATTN ACCOUNTS PAYABLE
D 200 CASTLE HEIGHTS AVE N
T LEBANON TN 37087-0000
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S DARRELL EDWARDS
H CITY OF LEBANON (TN)
I 410 PARK DR
P LEBANON TN 37087
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Customer No. 27813		Site No. 36789		Site No. 441461		
Customer Order No.	Assembly No. 047-0020419	Customer Vehicle No. 1557	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803		
In Service Date 30-JUL-96	Device Serial No. 0296BB0474	Model AM855	Technician Kooztz, Jeremy Tyler	Odometer 113324		
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207		
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

RESEALED UPPER BOOM FIBERGLASS TO STEEL SECTION.
RESEALED LOWER BOOM FIBERGLASS TO STEEL SECTIONS (2 LOCATIONS)

9-13-16. TRAVELED FROM CLARKSVILLE, TN TO LEBANON, TN.

SET UP UNIT FOR REPAIRS.
REMOVED MAIN CONTROL VALVE COVER.
DISCONNECTED HYDRAULIC HOSES FROM MAIN CONTROL VALVE.
REMOVED MAIN CONTROL VALVE FROM UNIT.
FOUND THAT NEW MAIN CONTROL VALVE IS NOT COFIGURED THE SAME AS OLD CONTROL VALVE.
SPECIFICALLY, PRESSURE AND RETURN PORTS, VARIOUS OTHER SMALL PORTS.
CONTACTED TECH SUPPORT. TECH SUPPORT ADVISED ON HOW TO PLUMB NEW CONTROL VALVE.
INSTALLED NEW CONTROL VALVE ONTO UNIT. FOUND THAT 3 OF THE PORTS NEEDED ARE BLOCKED
BY TURNTABLE WELDMENT AND FITTINGS CAN NOT BE INSTALLED IN THESE LOCATIONS.
CONTACTED TECH SUPPORT. TECH SUPPORT CONTACTED ENGINEERING.

FOUND THAT SEVERAL FITTINGS/ADAPTERS WILL HAVE TO BE LOCALLY PURCHASED TO ALLOW
NEW CONTROL VALVE TO BE PLUMBED CORRECTLY DUE TO CONFIGURATION OF NEW VALVE.

REMOVED AND REPLACED 13 HYDRUALIC HOSES AT TURNTABLE AREA.
TRAVELED TO LOCAL STORE TO PURCHASE PARTS TO SPACE MAIN CONTROL VALVE
AND CONTROL VALVE COVER AWAY FROM TURNTABLE WELDMENT. WILL HAVE TO LOCALLY
PURCHASE FITTINGS 9-14-16.

	Sub Total		\$22,691.88
State Tax	7.00%	\$0.00	
County Tax	2.25%	\$0.00	
City Tax	.00%	\$0.00	
Total Tax		\$0	
Total Invoice			\$22,691.88



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SERVICE INVOICE	
Invoice Number 50035127	Invoice Date 16-SEP-16
Request No. 2633704	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3819008

S
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 H CITY OF LEBANON (TN)
 I 410 PARK DR
 P LEBANON TN 37087
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Customer No. 27813		Site No. 36789		Site No. 441461		
Customer Order No.	Assembly No. 047-0020419	Customer Vehicle No. 1557	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803		
In Service Date 30-JUL-96	Device Serial No. 02968B0474	Model AM855	Technician Koontz, Jeremy Tyler	Odometer 113324		
VIN 1HTSDAAN4TH386394	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 13207		
PTO Hours 13003	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

INSTALLED NEW SAFETY PLACARDS ON UPPER BOOM, LOWER BOOM, TURNTABLE AREA, AND CHASSIS BODY.

SPOKE WITH CUSTOMER'S MECHANIC RICK. RICK IS GOING TO REPLACE BOTH REAR TAILSELF WIRE ROPE ACCESS STEPS.

PLEASE SEE ATTACHED FILE FOR PICTURES OF MAIN CONTROL VALVE RECONFIGURATION.

TRAVELED FROM LEBANON, TN TO CLARKSVILLE, TN.

		Sub Total		\$22,691.88
	State Tax	7.00%	\$0.00	
	County Tax	2.25%	\$0.00	
	City Tax	.00%	\$0.00	
	Total Tax		\$0	
			Total Invoice	\$22,691.88

ORDINANCE NO. 16-5335

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR THE TRAFFIC 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 Traffic Maintenance Department bucket truck requires repairs for inspection; and

WHEREAS, a budget amendment is necessary to cover the cost.

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

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

Department: Traffic Maintenance

From: 11090000-79000 Fund Balance \$8,107.84

To: 11043130-72610 Maintenance Vehicles \$8,107.84

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: 11/15/16

Passed second reading: _____

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

FINANCE DEPT
 2016 NOV -3 PM 12:38

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Traffic Maint

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
110-90000-79000	Fund balance	8107.84	

Total \$ 8,107 -84

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043130-72610	Maint Vehicles		
11043130-72610			8,107.84

Total \$ 8,107 -84

REQUESTED BY

William Bennett LC.

DATE

10-10-16

DEPARTMENT HEAD

Jeff Barnes

DATE

10/31/16

COMM. OF FINANCE

Robert Spring

DATE

11/3/16

MAYOR

DATE

REASON FOR THIS TRANSFER:

Repair Cost for Inspection on Bucket truck.



Altec Industries, Inc.
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For Accounting Questions:
ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 50030959	Invoice Date 01-SEP-16
Request No. 2633730	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3802982

S
O CITY OF LEBANON (TN)
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D 200 CASTLE HEIGHTS AVE N
T LEBANON TN 37087-0000
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S DARRELL EDWARDS
H CITY OF LEBANON (TN)
I 1017 SPARTA PIKE
P LEBANON TN 37087
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11043130 72610

Customer No. 27813		Site No. 36789		Site No. 336460	
Customer Order No.	Assembly No. 017-0051388	Customer Vehicle No. 8094	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803	
In Service Date 15-JAN-96	Device Serial No. 0994CB0202	Model TA35	Technician Koontz, Jeremy Tyler	Odometer 92907	
VIN 1FDLF47F3TEA26902	Garage	Lic. Plate No.	Driver	Eng. Meter Reading	
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
2	EA	027111005-	HOSE ASSEMBLY;.25 IN ID;.15.25 IN L;100R17;1-4;1-4;13	\$38.87	\$77.74	\$ 77.74
1	EA	027121085-	HOSE ASSEMBLY;.38 IN ID;20.75 IN L;100R17;1-6;1-6;18	\$39.28	\$39.28	\$ 39.28
2	EA	027122008-	HOSE ASSEMBLY;.38 IN ID;27.50 IN L;100R17;1-6;1-6;25	\$48.38	\$96.76	\$ 96.76
2	EA	027122009-	HOSE ASSEMBLY;.38 IN ID;24.00 IN L;100R17;1-6;1-6;21	\$50.64	\$101.28	\$ 101.28
1	EA	035620144-	QUICK DISCONNECT;CAP;FITS .50 FF HTMA TYPE NIPPLE	\$7.11	\$7.11	\$ 7.11
1	EA	035620145-	QUICK DISCONNECT;CAP;FITS .38NS TYPE COUPLER/NIP	\$6.23	\$6.23	\$ 6.23
1	EA	071669037-	CONTROLLER COMPONENT;SINGLE HANDLE;BOOT;RUB	\$20.04	\$20.04	\$ 20.04
20	FT	027020002-	HOSE;.38 IN ID;;100R17;;;WIRE BRAID;3000 PSI WORKI	\$4.46	\$89.20	\$ 89.20
30	FT	027030002-	HOSE;.50 IN ID;;100R17;;;WIRE BRAID;3000 PSI WORKI	\$5.15	\$154.50	\$ 154.50
17	FT	027050003-	HOSE;.75 IN ID;;100R17;;;WIRE BRAID;3000 PSI WORKI	\$10.15	\$172.55	\$ 172.55
1	EA	027121014-	HOSE ASSEMBLY;.38 IN ID;16.25 IN L;100R17;1-6;1-6;14	\$59.94	\$59.94	\$ 59.94

Sub Total \$6,414.16

State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$6,414.16

COPY

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Altec Industries, Inc.
1730 Vanderbilt Road
Birmingham AL 35234
(877) 462-5832

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PO Box 11407
BIRMINGHAM AL 35246-0414

For Accounting Questions:
ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 50030959	Invoice Date 01-SEP-16
Request No. 2633730	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3802982

S
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H CITY OF LEBANON (TN)
I 1017 SPARTA PIKE
P LEBANON TN 37087
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Customer No. 27813		Site No. 36789		Site No. 336460	
Customer Order No.	Assembly No. 017-0051388	Customer Vehicle No. 8094	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803	
In Service Date 15-JAN-96	Device Serial No. 0994CB0202	Model TA35	Technician Koontz, Jeremy Tyler	Odometer 92907	
VIN 1FDLF47F3TEA26902	Garage	Lic. Plate No.	Driver	Eng. Meter Reading	
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
1	EA	027122038-	HOSE ASSEMBLY;.38 IN ID;22.50 IN L;100R17;1-6;1-6;20	\$30.41	\$30.41	\$ 30.41
2	EA	027112001-	HOSE ASSEMBLY;.25 IN ID;21.25 IN L;100R17;1-4;1-4;19	\$31.61	\$63.22	\$ 63.22
4	EA	027129303-	HOSE ASSEMBLY;.38 IN ID;172.00 IN L;100R17;1-6;1-6;1	\$120.15	\$480.60	\$ 480.60
2	EA	027115005-	HOSE ASSEMBLY;.25 IN ID;51.00 IN L;100R17;1-4;1-4;49	\$41.55	\$83.10	\$ 83.10
1	EA	027117001-	HOSE ASSEMBLY;.25 IN ID;78.00 IN L;100R17;1-4;1-4;76	\$61.19	\$61.19	\$ 61.19
1	EA	027119004-	HOSE ASSEMBLY;.25 IN ID;97.00 IN L;100R17;1-4;1-4;95	\$82.02	\$82.02	\$ 82.02
1	EA	027119013-	HOSE ASSEMBLY;.25 IN ID;112.00 IN L;100R17;1-4;1-4;1	\$75.13	\$75.13	\$ 75.13
2	EA	027119014-	HOSE ASSEMBLY;.25 IN ID;119.00 IN L;100R17;1-4;1-4;1	\$99.19	\$198.38	\$ 198.38
1	EA	027144002-	HOSE ASSEMBLY;.63 IN ID;45.00 IN L;100R17;1-10;4-10;	\$78.37	\$78.37	\$ 78.37
2	EA	027119092-	HOSE ASSEMBLY;.25 IN ID;138.00 IN L;100R17;1-4;1-4;1	\$60.08	\$120.16	\$ 120.16
6	EA	027119093-	HOSE ASSEMBLY;.25 IN ID;168.00 IN L;100R17;1-4;1-4;1	\$158.53	\$951.18	\$ 951.18
1	EA	027119094-	HOSE ASSEMBLY;.25 IN ID;103.00 IN L;100R17;1-4;1-4;1	\$59.82	\$59.82	\$ 59.82

Sub Total \$6,414.16

State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$6,414.16



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SERVICE INVOICE	
Invoice Number 50030959	Invoice Date 01-SEP-16
Request No. 2633730	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3802982

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D 200 CASTLE HEIGHTS AVE N
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I 1017 SPARTA PIKE
P LEBANON TN 37087
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Customer No. 27813		Site No. 36789		Site No. 336460	
Customer Order No.	Assembly No. 017-0051388	Customer Vehicle No. 8094	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803	
In Service Date 15-JAN-96	Device Serial No. 0994C80202	Model TA35	Technician Koontz, Jeremy Tyler	Odometer 92907	
VIN 1FDLF47F3TEA26902	Garage	Lic. Plate No.	Driver	Eng. Meter Reading	
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
4	EA	027202009-	END FITTING;STRAIGHT;-6 JIC FEMALE SWIVEL;;;;;100R2	\$7.99	\$31.96	\$ 31.96
8	EA	027203005-	END FITTING;STRAIGHT;-8 JIC FEMALE SWIVEL;;;;;-8;100	\$12.85	\$102.80	\$ 102.80
2	EA	027205006-	END FITTING;STRAIGHT;-12 JIC FEMALE SWIVEL;;;;;-12;1	\$20.06	\$40.12	\$ 40.12
1	EA	039050001-	OIL SEAL;;NITRILE LIP,CARBONSTEEL GARTER;;;1.000 ID;1	\$12.41	\$12.41	\$ 12.41
1	EA	044159019-	BEARINGS;LINEAR;;;;;CURVED	\$79.87	\$79.87	\$ 79.87
1	EA	067000864-	PLACARD;ENGLISH;INFORMATION;UPPER CONTROLS AE	\$4.62	\$4.62	\$ 4.62
1	EA	070610135-	COVER;FABRIC;TURNTABLE;CONTROL HOSES;;	\$52.24	\$52.24	\$ 52.24
1	EA	027124038-	HOSE ASSEMBLY;.38 IN ID;48.00 IN L;100R17;1-6;1-6;45	\$70.47	\$70.47	\$ 70.47
19.5	HRS	970653012-	Labor;SVC;SME;GA/TN	\$114.00	\$2,223.00	\$ 2,223.00
3	HRS	970653013-	Labor;SVC;TVL;SME;GA/TN	\$114.00	\$342.00	\$ 342.00
		970000619-	FREIGHT; ;		\$230.11	\$ 230.12
		970092952-	Charge;SVC;EDF/SHOP SUPPLIES		\$97.50	\$ 97.50
		970442728-	1 ADAPTER FITTING FOR HYDRAULIC PUMP HYDRAULIC		\$18.84	\$ 18.84
				Sub Total		\$6,414.16

State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$6,414.16



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SERVICE INVOICE	
Invoice Number 50030959	Invoice Date 01-SEP-16
Request No. 2633730	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3802982

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Customer No. 27813		Site No. 36789		Site No. 336460		
Customer Order No.	Assembly No. 017-0051388	Customer Vehicle No. 8094	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803		
In Service Date 15-JAN-96	Device Serial No. 0994CB0202	Model TA35	Technician Koontz, Jeremy Tyler	Odometer 92907		
VIN 1FDLF47F3TEA26902	Garage	Lic. Plate No.	Driver	Eng. Meter Reading		
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

RAN UNIT AND CHECKED FOR LEAKS.

RETURNED UNIT TO SERVICE.

TRAVELED FROM LEBANON, TN TO CLARKSVILLE, TN.

	Sub Total	\$6,414.16
State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00
Total Tax		\$0
Total Invoice		\$6,414.16



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SERVICE INVOICE	
Invoice Number 50025919	Invoice Date 17-AUG-16
Request No. 2633716	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3784712

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O CITY OF LEBANON (TN)
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11043130 72610

Customer No. 27813	Site No. 36789	Site No. 336460		
Customer Order No.	Assembly No. 057-10748305	Customer Vehicle No. 8050	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803
In Service Date 24-JUL-08	Device Serial No. 0608DE9658	Model AT37-G	Technician Koontz, Jeremy Tyler	Odometer 76071
VIN 1FDAF56R18EE10354	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 6882
PTO Hours	Credit/Fleet Card Information	Crew No.	VMS Note	UP Note

Quantity	UOM	Part Number	Description	Price	Extended Price	Charge
1	EA	035620144-	QUICK DISCONNECT;CAP;FITS .50 FF HTMA TYPE NIPPLE	\$7.11	\$7.11	\$ 7.11
1	EA	035620145-	QUICK DISCONNECT;CAP;FITS .38NS TYPE COUPLER/NIP	\$6.23	\$6.23	\$ 6.23
1	EA	070201473-	POLYURETHANE;SADDLE;;;;;BOOM REST	\$57.51	\$57.51	\$ 57.51
1	EA	068580032-	WELDMENT COMPONENT;BOOM SADDLE SUPPORT;STE	\$36.77	\$36.77	\$ 36.77
1	EA	041409895-	SEAL;17812252-375TC-R2;GEARBOX 41400062	\$10.99	\$10.99	\$ 10.99
1	EA	070660229-	COVER;;COVER;LANYARD;LH;COVER, LANYARD LH	\$101.00	\$101.00	\$ 101.00
1	EA	070660230-	COVER;;COVER;LANYARD;RH;COVER, LANYARD RH	\$101.00	\$101.00	\$ 101.00
1	EA	070660231-	COVER;PLASTIC;SIDE;LH;180 DEGREE;	\$117.81	\$117.81	\$ 117.81
1	EA	070660232-	COVER;PLASTIC;SIDE;RH;180 DEGREE;	\$103.72	\$103.72	\$ 103.72
1	EA	070660234-	COVER;;PLATFORM;;;180 DEGREE, RH	\$116.93	\$116.93	\$ 116.93
1	EA	067002886-	PLACARD;ENGLISH;INFORMATION;UPPER CONTROLS 4-	\$3.57	\$3.57	\$ 3.57

Sub Total \$1,691.68

State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00

Total Tax \$0

Total Invoice \$1,691.68

(19544)

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1730 Vanderbilt Road
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SERVICE INVOICE	
Invoice Number 50025919	Invoice Date 17-AUG-16
Request No. 2633716	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3784712

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Customer No. 27813		Site No. 36789		Site No. 336460		
Customer Order No.	Assembly No. 057-10748305	Customer Vehicle No. 8050	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803		
In Service Date 24-JUL-08	Device Serial No. 0608DE9658	Model AT37-G	Technician Koontz, Jeremy Tyler	Odometer 76071		
VIN 1FDAF56R18EE10354	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 6882		
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

1	EA	041409882-	SEAL;GEAR BOX;;;0.63 IN ID;1.25 IN OD;0.25 IN H;0.31 I	\$16.86	\$16.86	\$ 16.86
1	EA	041409871-	SEAL;GEAR BOX;;;;;SEAL 1.438 X 2.125 X .313;;	\$32.65	\$32.65	\$ 32.65
1	EA	970172015-	SEAL;GEARBOX;;;.787 IN ID;1.39 IN OD;;	\$6.73	\$6.73	\$ 6.73
5.5	HRS	970653012-	Labor;SVC;SME;GA/TN	\$114.00	\$627.00	\$ 627.00
2	HRS	970653013-	Labor;SVC;TVL;SME;GA/TN	\$114.00	\$228.00	\$ 228.00
		970000619-	FREIGHT; ;		\$90.30	\$ 90.30
		970032952-	Charge;SVC;EDF/SHOP SUPPLIES		\$27.50	\$ 27.50

Call Reason:
REPAIRS FROM PM INSPECTION
NO CSN
Cause:
REPAIRS FROM PM INSPECTION.
Correction:
8-15-16. TRAVELED FROM CLARKSVILLE, TN TO LEBANON, TN.

SET UP UNIT FOR REPAIRS.

	Sub Total	\$1,691.68
State Tax	7.00%	\$0.00
County Tax	2.25%	\$0.00
City Tax	.00%	\$0.00
Total Tax		\$0
Total Invoice		\$1,691.68



Altec Industries, Inc.
 1730 Vanderbilt Road
 Birmingham AL 35234
 (877) 462-5832

Please Remit To:

Altec Industries, Inc.
 PO Box 11407
 BIRMINGHAM AL 35246-0414

For Accounting Questions:
 ARINQUIRY@ALTEC.COM

SERVICE INVOICE	
Invoice Number 50025919	Invoice Date 17-AUG-16
Request No. 2633716	Request Date 21-JUL-16
Terms NET 30	Sale Order No. 3784712

S
 O CITY OF LEBANON (TN)
 L ATTN ACCOUNTS PAYABLE
 D 200 CASTLE HEIGHTS AVE N
 T LEBANON TN 37087-0000
 O

S DARRELL EDWARDS
 H CITY OF LEBANON (TN)
 I 1017 SPARTA PIKE
 P LEBANON TN 37087
 T
 O

Customer No. 27813		Site No. 36789		Site No. 336460		
Customer Order No.	Assembly No. 057-10748305	Customer Vehicle No. 8050	Contact Name DARRELL EDWARDS	Contact Phone No. 615-405-8803		
In Service Date 24-JUL-08	Device Serial No. 0608DE9658	Model AT37-G	Technician Koontz, Jeremy Tyler	Odometer 76071		
VIN 1FDAF56R18EE10354	Garage	Lic. Plate No.	Driver	Eng. Meter Reading 6882		
PTO Hours	Credit/Fleet Card Information		Crew No.	VMS Note	UP Note	
Quantity	UOM	Part Number	Description	Price	Extended Price	Charge

REMOVED AND REPLACED PLATFORM TILT CYLINDER COVERS.
 REMOVED AND REPLACED UPPER BOOM TIP COVERS.
 REMOVED AND REPLACED PLATFORM ROTATION ACTUATOR COVER.
 INSTALLED NEW MOUNTING HARDWARE ON ALL REPLACED COVERS.
 REPLACED UPPER BOOM REST PAD AND SADDLE WELDMENT.
 INSTALLED NEW UPPER CONTROLS TOOL CIRCUIT QUICK DISCONNECT FITTING DUST CAPS.
 REPLACED UPPER CONTROLS DIRECTIONAL PLACARD.
 REMOVED ROTATION GEARBOX FROM UNIT.
 DISASSEMBLED ROTATION GEARBOX.
 CLEANED ALL INTERNAL PARTS.
 REPLACED ALL SEALS ON ROTATION GEARBOX.
 REASSEMBLED ROTATION GEARBOX.
 REINSTALLED ROTATION GEARBOX ONTO UNIT.
 REFILLED ROTATION GEARBOX WITH GEAR OIL. CUSTOMER SUPPLIED GEAR OIL.
 RAN UNIT AND CHECKED FOR LEAKS/ADJUSTED BACKLASH ON ROTATION GEARBOX.
 RETURNED UNIT TO SERVICE.

	Sub Total		\$1,691.68
State Tax	7.00%	\$0.00	
County Tax	2.25%	\$0.00	
City Tax	.00%	\$0.00	
Total Tax		\$0	
Total Invoice			\$1,691.68

ORDINANCE NO. 16-5337

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE A LEASE
ADDENDUM TO THE LEASE AGREEMENT OF A CORPORATE AIRCRAFT
HANGAR IN LOT 2 OF CORPORATE ROW OF THE LEBANON MUNICIPAL
AIRPORT**

WHEREAS, William R. Sattler, pursuant to Ord. No. 12-4128, entered into a lease agreement with the City of Lebanon for the lease of an aircraft hangar on Lot 2 of Corporate Row of the Lebanon Municipal Airport; and

WHEREAS, Mr. Sattler has passed away and it is now necessary to approve an addendum changing the name to W.R. Sattler Family Trust; and

WHEREAS, such changes are recommended by the Lebanon Airport Commission.

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

Section 1. The addendum attached hereto and incorporated herein as if appearing verbatim to the lease of the aircraft hangar on Lot 2 of Corporate Row at the Lebanon Municipal Airport, is approved. The addendum shall change the name of the Lessee from William R. Sattler to W.R. Sattler Family Trust. All other provisions and conditions shall remain in full force and effect.

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: 11/15/16

Passed second reading: _____

**ADDENDUM TO HANGAR LEASE AGREEMENT
FOR CORPORATE ROW AIRPORT HANGAR, LOT 2,
AT THE LEBANON MUNICIPAL AIRPORT**

ORIGINAL LEASE DATED: May 1, 2012
ORIGINAL LEASE ORDINANCE: 12-4128
ADDENDUM APPROVING ORDINANCE: 16-5337

PARTIES: Lessor: City of Lebanon, TN
Lessee: W.R. Sattler Family Trust

WHEREAS, William R. Sattler entered into a lease agreement with the City of Lebanon for the lease of an aircraft hangar on Lot 2 of Corporate Row of the Lebanon Municipal Airport; and

WHEREAS, William R. Sattler has passed away and it is now necessary to change the name on the lease to W.R. Sattler Family Trust.

NOW, THEREFORE, the aforementioned lease is hereby amended as follows:

Section 1. By Agreement of the parties, as referenced by the signatures below, and as approved by the Lebanon City Council pursuant to Ord. No. 16-5337, the Lebanon Municipal Airport Hangar Lease herein referenced shall be amended by deleting the first paragraph of the agreement and substituting the following paragraph in its place:

THIS AGREEMENT, made and entered into this 1st day of **May, 2012**, by and between the **City of Lebanon, Tennessee**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter referred to as "**Lessor**," and **W.R. Sattler Family Trust**, trust, hereinafter referred to as "**Lessee**," pursuant to Lebanon City Ordinance No. 12-4128, and as amended by Ordinance No. 16-5337.

Section 2. All other conditions and provisions in the original lease shall remain in full force and effect.

SIGNATURES ON NEXT PAGE

PARTIES:

CITY OF LEBANON

W.R. SATTLER TRUST

Approved:

Mayor

William Duane Dugger
Trustee

Attest:

Commissioner of Finance & Revenue

Edythe Sattler Dugger
Trustee

Approved as to form:

LEBANON AIRPORT COMMISSION

City Attorney

T.O. Cragwall, Chairman

Date: _____

STATE OF TENNESSEE
COUNTY OF WILSON

On this the _____ day of _____, 2016, before me personally appeared William Duane Dugger, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.

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

Notary Public

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

On this the _____ day of _____, 2016, before me personally appeared Edythe Sattler Dugger, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.

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

Notary Public

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared Philip Craighead, Robert Springer, and T.O. Cragwall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor, Commissioner of Finance and Airport Commission Chairman, respectively, of the City of Lebanon, Tennessee, the within named Lessor, a municipal corporation, and that they as such Mayor, Commissioner of Finance and Airport Commission Chairman, being authorized so to do, by the Lebanon City Council, pursuant to Lebanon Ordinance No. 16-5337, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by themselves as such Mayor, Commissioner of Finance, and Airport Commission Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee on this the _____ day of _____, 2016.

Notary Public

Commission Expires: _____

XFINITY Connect

danallen007@comcast.net
+ Font Size -

Re: Sattler Hangar**From :** Chuck And April <cdugger4@yahoo.com>

Tue, Nov 01, 2016 08:14 AM

Subject : Re: Sattler Hangar**To :** danallen007@comcast.net

The W R Sattler Family Trust is a separate entity from the foundation. The trustees are William Duane Dugger and Edythe Sattler Dugger.

The hangar's ownership transferred to the W R Sattler Family Trust upon my father's death.

The Family Trust mailing address is

W R SATTLER FAMILY TRUST
6627 Huffs Ferry Rd N
Loudon TN. 37774

Thanks Dan,
April

On Nov 1, 2016, at 8:49 AM, danallen007@comcast.net wrote:

April, I need to have the address of the foundation and the foundation officers. Will introduce your request Thursday at our Airport Commission meeting.

Dan

From: "Chuck And April" <cdugger4@yahoo.com>**To:** danallen007@comcast.net**Sent:** Tuesday, October 25, 2016 7:51:40 AM**Subject:** Sattler Hangar

Good morning Dan,

When my dad passed the ownership of his business, Sattler Sheet Metal, and the hangar passed to a trust, The W. R. Sattler Family Trust.

The lease agreement was renewed a couple of years ago.

Do we need to file anything with the Lebanon Airport Commission about the name change on the lease?

April Dugger
865-228-4508

LEASE AGREEMENT
FOR CORPORATE AIRCRAFT HANGAR
LOT 2

THIS AGREEMENT, made and entered into this 1st day of May, 2012, by and between the City of Lebanon, Tennessee, a municipal corporation, organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter referred to as "Lessor," and William R. Sattler, Individual, hereinafter referred to as "Lessee," pursuant to Lebanon City Ordinance No. 12-4128.

FOR AND IN CONSIDERATION of the lease amount stated in this agreement, and other valuable consideration, including the terms and provisions stated in this agreement, the parties agree as follows:

1. **Leased Premises.** The Lessor warrants and represents that it is the owner in fee simple of certain land situated in Lebanon, Wilson County, Tennessee, known as the Lebanon Municipal Airport, and made a part of this agreement.

Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as provided in this agreement, does hereby demise and lease unto Lessee, and Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, the premises described as "Lot 2 " of "Corporate Row" at the Lebanon Municipal Airport, as defined by the official Lebanon Municipal Airport Map. Lessee shall also have and is hereby granted the right to traverse all public taxiways, runways, and rampways on property owned by Lessor at the Lebanon Airport (Airport property), the right to connect any aprons, taxiways, rampways, or roads on or from the demised premises to similar rampways, taxiways, aprons, and roads at the Airport Property.

The following terms and conditions shall govern the lease by Lessor of said space to Lessee:

2. **Term.** This agreement shall commence on May 1, 2012, and shall remain in effect for a period of forty (40) years, ending on May 1, 2052. Lessee shall have the option to extend this lease for an additional ten (10) year period beyond the initial term. Lessee must exercise this option by giving written notice to Lessor at least twelve (12) months prior to the expiration of the initial term. Both parties shall renegotiate a new lease at the end of the initial term in good faith.

3. **Rent.** Lessee shall pay, as rent for the use of the described premises, the amount of *One Thousand Eight Hundred Eighty One Dollars and Twenty Five Cents (\$1,881 .25)* per year for the first five (5) years. Said initial base lease sum is based on the rate of *Fifteen and One Twentieth Cents (\$0.1505)* per square foot, with said leased premises containing *twelve thousand five hundred (12,500) square feet*. Lessee shall pay Lessor the first annual rent on or before the first day of May and thereafter on the first day of May, in each succeeding year.

The amount of the annual rent payable under this lease shall be increased during the term hereof every five (5) years, such dates collectively referred to as "adjustment dates." On the adjustment dates, the lease rate for the new five (5) year term shall be computed by increasing the annual lease consideration by five percent (5%). If in good standing, Lessee shall have the first right of refusal for renewal at the end of the lease term, at an annual lease consideration negotiated between the parties at the time of renewal. Lessee shall be responsible for full payment of the lease consideration during the term of this agreement. The Lessee agrees to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee.

Lease payments shall be paid to the City of Lebanon, or its successor in lawful money of the United States. If any lease payments are not received by the date due, Lessee shall be liable for a late charge equal to ten percent (10%) of the total unpaid balance subject to late charges. The late charges are due with the annual payment. It is understood and agreed that the late charge is not a waiver of any other rights Lessor has in this agreement. Failure of Lessee to make any annual payment, together with any late charges, within thirty (30) days of the due date shall be a breach of this agreement.

4. Conforming Laws. Lessees shall conform to all laws, orders, regulations and ordinances applicable to the leased premises, but shall not be required to make any expenditure to comply therewith unless necessitated by their fault. Lessee shall hold harmless and indemnify Lessor from any liability arising from injury to person or property caused by any act or omission of Lessee, its guests, agents or servants; and at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Insurance. Lessee shall provide insurance for the protection of its personal property and site improvements against loss or damage by fire, lightening, storm or other casualty or theft. Lessor shall not be responsible for theft or casualty loss sustained by Lessee. Lessee hereby agrees to hold Lessor harmless for any loss except that occasioned by Lessor's gross negligence. Furthermore, Lessee shall keep in force at all times during this lease a policy of insurance in the amount of the insurable value of the improvements on the premises and a liability policy in the amount of one million dollars (\$1,000,000.00), with Lessor as a named insured. A copy of such policy naming the Lessor as an additional insured shall be provided to the Lebanon Commissioner of Finance on an annual basis.

6. Construction of Improvements/Alterations. Lessee shall have the right to clear, grade and drain the demised premises, and to build, raze in connection with replacement, rebuild, alter, and to repair and/or improve any such buildings and improvements, which may now or hereafter be erected on the demised premises, subject to the prior approval of the Lebanon City Council. Plans or specifications for the construction, demolition, razing in connection with replacement, improvement, or alteration of all structures shall be subject to prior recommendation of the Lebanon Planning and Engineering staffs, the Lebanon Planning Commission, and approval of the Lebanon City Council, said approval not to be unreasonably withheld.

Lessee agrees not to conduct or permit to be conducted any activity on the demised premises which would interfere with or be a hazard to flight or aircraft either to or from the airport, or interfere with air navigation and communication facilities serving the airport. Lessee agrees that no structure shall be erected or natural objects created on the demised premises which would constitute a hazard to air navigation. Lessee may make interior alterations, and any exterior alterations, changes, decorations, and additions deemed by the Lebanon Planning and Engineering staffs as minor without prior recommendation of the Lebanon Planning Commission and approval of the Lebanon City Council, as long as it does not materially change previously approved improvements or violate Federal Aviation Administration regulations, "Objects Affecting Navigable Air Space."

It is expressly understood and covenanted by the parties that any improvements which are now in existence, or may hereafter be erected, on the demised premises are considered fixtures to the real property known as the Lebanon Municipal Airport and are thereby considered public property of the City of Lebanon, Tennessee. However, any such classification of any improvements which are now in existence, or may hereafter be erected, on the demised premises shall not infringe upon or in any way alter, affect, or diminish the Lessee's exclusive rights of occupancy and use of such improvements pursuant to and during the term of this lease agreement or any other valid agreement with the City of Lebanon.

It is covenanted and agreed Lessee shall maintain an interest in the form of exclusive occupancy and use rights in any buildings and improvements on the demised premises, subject to there being in place a valid lease with the City of Lebanon. Lessee may sell, convey, or assign any such interest in any buildings and improvements to another party subject to prior approval of the City of Lebanon City Council. Such approval shall be subject to, in part and at the discretion of Lessor, the proposed purchaser entering into a valid lease agreement with the Lessor. Additionally, if Lessee has not sold, conveyed, or assigned its interest in any buildings or improvements by the expiration date of this agreement, then Lessee agrees to continue paying rent at the then current rate on a month to month basis or as provided in Paragraph 15 of this agreement. If Lessee, after one year from the date of expiration of this agreement, has still failed to sell, convey, or assign its entire interest in any buildings or improvements, then all rights and interests relative to occupancy and use of such buildings and improvements shall revert to Lessor.

7. Utilities - Installation and Service Charges. Lessees shall pay all utility installation and service charges incurred in providing and furnishing necessary electric, gas, water, sewerage, telephone, and other utilities to the demised premises and improvements and shall pay all sewer fees, sanitation fees and similar fees and charges payable by the occupant of the demised premises and improvements thereon during the term of this agreement.

8. Advertising. No outside walls, roofs, or other portion of the demised premises or of any improvements thereon shall be leased for or used for any advertising purposes whatsoever, and no sign will be erected on any portion of the same until written approval of Lessor is obtained.

9. Independent Contractor Status of Lessee. Lessee and all persons employed by Lessee shall construct or maintain the demised premises according to Lessee's own methods and entirely free from any manner of direction or control by, or on the part of Lessor or anyone in the employ of Lessor. Lessor shall have the right, but no obligation, to inspect or reject any construction or maintenance which does not conform to the approved specifications.

10. Covenants to Run with the Land. All the covenants and agreements in this lease shall be construed as covenants running with the land and bind and inure to the benefit of the parties hereto and its respective heirs, successors and assigns. The relationship between the parties is strictly that of landlord and tenant and nothing contained in this agreement is intended to create nor shall be construed to create or affect a joint venture between the parties.

11. Easements. The parties acknowledge that it may be necessary to grant or dedicate certain rights-of-way easements, or other similar rights for access, and, also, easements and other rights to utility companies and others with regard to servicing the improvements to be erected by Lessee on the demised premises. The parties agree to execute any and all instruments in connection with the granting of such rights-of-way, easements, and rights. Lessee recognizes the existence of, and agrees to comply with, all existing easements.

12. Breach. If Lessor deems that there has been a material breach of any of the terms of this agreement, Lessor shall notify Lessee of such breach. If Lessee shall fail to cure such breach within sixty (60) days, Lessor shall have the right to immediately terminate this lease, re-enter the premises, and dispossess Lessee, thereby relieving Lessee of its exclusive occupancy and use rights. In the event Lessee fails to pay the lease consideration as stated herein in a timely manner, Lessor, at Lessor's option, may declare a material breach of this lease agreement and thereby take possession of the subject premises for the use and benefit of Lessor. Furthermore, failure to remit timely lease payments and/or failure to comply with any condition of this lease shall result in Lessor having a lien in the amount of unpaid rents upon the Lessee's aircraft and/or other equipment and personal property stored on the premises. This is considered a security agreement and, to this effect, Lessee agrees, as a condition and part of this lease, to sign all necessary financing statements or other documents required to perfect this security interest.

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

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

13. Conduct. Lessee will forever keep and hold harmless Lessor from any penalties, damages, or charges imposed for any violation of any Federal, State, or Municipal laws and ordinances in connection with the use of the demised premises by Lessee or others. Lessee agrees not to deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises, or permit any person to do so, subject to the provisions of Section 6 of this lease. Lessee shall not engage in or permit any illegal activity upon the premises and shall not make, suffer, or permit any nuisance thereon. Additionally, Lessee shall promptly abate any nuisance that may arise at the expense of the Lessee.

Lessee agrees to conduct itself, and require other persons on the premises with its consent to conduct themselves, in a manner so as not to disturb the neighbors' peaceful enjoyment of the premises.

No storage or consumption of illegal drugs, or contraband shall be allowed on Airport property. Lessee does hereby consent to the search of its leased premises and aircraft by the Airport Commission Chairman, or designated representative, or any law officer, if a violation of this clause or any criminal statute is reasonably suspected.

14. Litigation. Jurisdiction for the enforcement of the provisions of this agreement shall be the Chancery Court of Wilson County, Tennessee. If suit is brought by Lessor for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee arising under this agreement or by law, Lessee hereby agrees to reimburse or compensate Lessor for all costs in connection therewith, including, but not limited to, a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

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

16. Premises - Condition. Lessees agree to keep the leased premises, including the hangar and its curtilage, which shall comprise an immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris. In addition, Lessee agrees to maintain the improvements on said leased premises at Lessee's expense.

17. Use of Premises. The premises hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid, or maintenance of other fuel depositories, except that in aircraft fuel tanks, is prohibited. No transfer of fuel or spray painting shall be permitted. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities will be conducted on these premises or any activities that may conflict with any operation of the local airport facility and/or any Fixed Base Operator. No long term maintenance, including building or restoration projects shall be permitted on the leased premises. For purposes of definition, long term shall be greater than ninety (90) days. No living quarters shall be permitted; however, an adequate pilot's lounge is permitted.

18. Assignment or Sublease. Lessee shall not sublease or assign any or all of the leased premises without prior written approval of the City of Lebanon. Any approved sublease or assignment shall require the execution of a revised lease agreement between Lessor and the Sublessee. No Sublessee or Assignee shall have any rights or interests greater than or superior to any rights or interests granted to Lessee pursuant to the terms of this lease agreement.

For Homeland Security and City Security purposes, the Lessee must advise the Airport Commission and the Airport Manager of all aircraft make, model and N#, occupying the hangar, on a real time basis. Any discovery of aircraft not reported to the Lebanon Airport Commission within 90 days shall be deemed as a breach of this lease.

Any conveyance, assignment, or transfer of exclusive use and occupancy rights of the leased premises shall be reflected in a written contract, which shall disclose the terms and total compensation of such agreement, and shall be provided to the Lebanon Commissioner of Finance.

19. Competition. Lessee agrees not to conduct any activity on the premises which would compete with the management of the Lebanon Municipal Airport and/or any Fixed Base Operator. Routine maintenance by Lessee of its aircraft shall not be construed as competition.

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

21. Complete Agreement. The parties agree that they have read and fully understand the terms and conditions of this agreement. This lease agreement contains the complete agreement between the parties. The parties stipulate that neither of them has made any oral representations with respect to the subject matters of this lease agreement or any representations except as are specifically set forth herein. The provisions of this lease agreement shall be binding and inure to the benefit of the parties, their successors, and assigns.

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

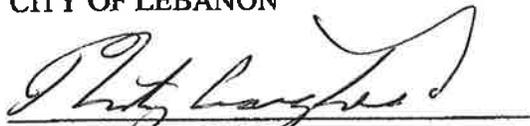
23. Modifications. This lease shall not be affected, added to, varied, or modified by any agreements or representations not contained herein, except as may be subsequently agreed to by the parties in writing.

24. Lessee Insolvency. It is agreed that if Lessee files a Petition for Bankruptcy or becomes insolvent, or requires the necessity of a receivership or other court action concerning the insolvency, then Lessor, at its option, may declare a material breach of this agreement, and take possession of the property as described above.

25. Joint Liability. If Lessee consists of two or more persons or entities, then such persons or entities shall be jointly and severally liable for all obligations contained in this lease, including, but not limited to, the payment of the lease consideration stated.

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

LESSOR:
CITY OF LEBANON


Philip Craighead, Mayor

LESSEE:

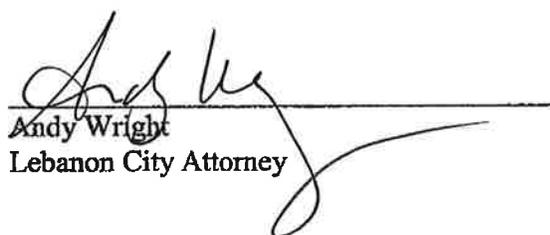
*By Power of atty
John T. Baugh Jr*

William R. Sattler

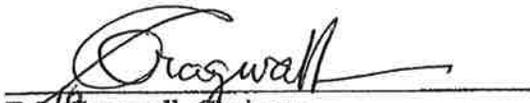
ATTEST:


Russell Lee
Lebanon Commissioner of Finance

APPROVED AS TO FORM:


Andy Wright
Lebanon City Attorney

LEBANON MUNICIPAL AIRPORT COMMISSION:


T.O. Cragwall, Chairman

STATE OF TENNESSEE
COUNTY OF WILSON

On this the 13th day of April, 2012, before me personally appeared John Baugh - Power of Attorney for William Sattler, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he/she/they executed the same as his/her/their free act and deed.

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

Angela R. Fantom
Notary Public

Commission Expires: 4/27/14



STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared Philip Craighead, Russell Lee, and T.O. Cragwall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor, Commissioner of Finance and Airport Commission Chairman, respectively, of the City of Lebanon, Tennessee, the within named Lessor, a municipal corporation, and that they as such Mayor, Commissioner of Finance and Airport Commission Chairman, being authorized so to do, by the Lebanon City Council, pursuant to Lebanon Ordinance No. 12-4128, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by themselves as such Mayor, Commissioner of Finance and Airport Commission Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee on this the 24th day of April, 2012.

Angela R. Fantom
Notary Public

Commission Expires: 4/27/14



RESOLUTION NO. 16-2009

A RESOLUTION OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A LAND LEASE AGREEMENT WITH PAPAG, LLC, AND/OR STEVE KOVACH FOR LOT 8 OF CORPORATE ROW AT THE LEBANON MUNICIPAL AIRPORT

WHEREAS, it is in the interest of the City of Lebanon to lease its facilities at the Lebanon Municipal Airport to increase revenue; and

WHEREAS, the City of Lebanon wishes to enter into a lease agreement for lot 8 of corporate row with PapaG, LLC, and/or Steve Kovach; and

WHEREAS, the Lebanon Airport Commission voted to recommend approval of this lease agreement; and

WHEREAS, the lease agreement is attached hereto and incorporated 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 Lease Agreement for Private Aircraft Hangar Lot 8, attached hereto by reference as if appearing verbatim herein, with PapaG, LLC, and/or Steve Kovach, for the lease of Lot 8 of Corporate Row (General Aviation Hangar Row 1) at the Lebanon Municipal Airport.

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

Adopted this _____ day of _____, 2016.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

LEASE AGREEMENT
FOR PRIVATE AIRCRAFT HANGAR
LOT 8

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the **City of Lebanon, Tennessee**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter referred to as "**Lessor**," and **PapaG, LLC, and/or Steve Kovach**, hereinafter referred to as "**Lessee**," pursuant to Lebanon City Ordinance No. 14-4735.

FOR AND IN CONSIDERATION of the lease amount stated in this agreement, and other valuable consideration, including the terms and provisions stated in this agreement, the parties agree as follows:

1. **Leased Premises.** The Lessor warrants and represents that it is the owner in fee simple of certain land situated in Lebanon, Wilson County, Tennessee, known as the Lebanon Municipal Airport, and made a part of this agreement.

Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as provided in this agreement, does hereby demise and lease unto Lessee, and Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, the premises described as "**Lot 8**" of "**Corporate Row**" at the Lebanon Municipal Airport, as defined by the official Lebanon Municipal Airport Map. Lessee shall also have and is hereby granted the right to traverse all public taxiways, runways, and rampways on property owned by Lessor at the Lebanon Airport (Airport property), the right to connect any aprons, taxiways, rampways, or roads on or from the demised premises to similar rampways, taxiways, aprons, and roads at the Airport Property.

The following terms and conditions shall govern the lease by Lessor of said space to Lessee:

2. **Term.** This agreement shall commence on _____, 2016, and shall remain in effect for a period of forty (40) years, ending on _____, 2056. Lessee shall have the option to extend this lease for an additional ten (10) year period beyond the initial term. Lessee must exercise this option by giving written notice to Lessor at least twelve (12) months prior to the expiration of the initial term. Both parties shall renegotiate a new lease at the end of the initial term in good faith.

3. **Rent.** Lessee shall pay, as rent for the use of the described premises, the amount of *One Thousand One Hundred Sixty-Nine Dollars and Eighty-Eight Cents (\$1,169.88)* beginning June 1, 2015. Said initial base lease sum is based on the rate of *\$0.157985* per square foot, with said leased premises containing *seven thousand four hundred five (7,405) square feet*. Lessee shall pay Lessor the first annual rent on or before the first day of June 2017 and thereafter on or before the first day of June, in each succeeding year.

The amount of the annual rent payable under this lease shall be increased during the term beginning on June 01, 2017 and every five (5) years after, such dates collectively referred to as "adjustment dates." On the adjustment dates, the lease rate for the new five (5) year term shall be computed by increasing the annual lease consideration by five percent (5%). If in good standing, Lessee shall have the first right of refusal for renewal at the end of the lease term, at an annual lease consideration negotiated between the parties at the time of renewal. Lessee shall be responsible for full payment of the lease consideration during the term of this agreement. The Lessee agrees to pay the rent promptly when due, without any demand or notice for payment, said demand or notice being expressly waived by Lessee.

Lease payments shall be paid to the City of Lebanon, or its successor in lawful money of the United States. If any lease payments are not received by the date due, Lessee shall be liable for a late charge equal to ten percent (10%) of the total unpaid balance subject to late charges. The late charges are due with the annual payment. It is understood and agreed that the late charge is not a waiver of any other rights Lessor has in this agreement. Failure of Lessee to make any annual payment, together with any late charges, within thirty (30) days of the due date shall be a breach of this agreement.

4. Conforming Laws. Lessees shall conform to all laws, orders, regulations and ordinances applicable to the leased premises, but shall not be required to make any expenditure to comply therewith unless necessitated by their fault. Lessee shall hold harmless and indemnify Lessor from any liability arising from injury to person or property caused by any act or omission of Lessee, its guests, agents or servants; and at the end of the term surrender the premises in as good condition as they were at the beginning of the term, ordinary wear and tear excepted.

5. Insurance. Lessee shall provide insurance for the protection of its personal property and site improvements against loss or damage by fire, lightning, storm or other casualty or theft. Lessor shall not be responsible for theft or casualty loss sustained by Lessee. Lessee hereby agrees to hold Lessor harmless for any loss except that occasioned by Lessor's gross negligence. Furthermore, Lessee shall keep in force at all times during this lease a policy of insurance in the amount of the insurable value of the improvements on the premises and a liability policy in the amount of one million dollars (\$1,000,000.00), with Lessor as a named insured. A copy of such policy naming the Lessor as an additional insured shall be provided to the Lebanon Commissioner of Finance on an annual basis.

6. Construction of Improvements/Alterations. Lessee shall have the right to clear, grade and drain the demised premises, and to build, raze in connection with replacement, rebuild, alter, and to repair and/or improve any such buildings and improvements, which may now or hereafter be erected on the demised premises, subject to the prior approval of the Lebanon City Council. Plans or specifications for the construction, demolition, razing in connection with replacement, improvement, or alteration of all structures shall be subject to prior recommendation of the Lebanon Planning and Engineering staffs, the Lebanon Planning Commission, and approval of the Lebanon City Council, said approval not to be unreasonably withheld.

Lessee agrees not to conduct or permit to be conducted any activity on the demised premises which would interfere with or be a hazard to flight or aircraft either to or from the airport, or interfere with air navigation and communication facilities serving the airport. Lessee agrees that no structure shall be erected or natural objects created on the demised premises which would constitute a hazard to air navigation. Lessee may make interior alterations, and any exterior alterations, changes, decorations, and additions deemed by the Lebanon Planning and Engineering staffs as minor without prior recommendation of the Lebanon Planning Commission and approval of the Lebanon City Council, as long as it does not materially change previously approved improvements or violate Federal Aviation Administration regulations, "Objects Affecting Navigable Air Space."

It is expressly understood and covenanted by the parties that any improvements which are now in existence, or may hereafter be erected, on the demised premises are considered fixtures to the real property known as the Lebanon Municipal Airport and are thereby considered public property of the City of Lebanon, Tennessee. However, any such classification of any improvements which are now in existence, or may hereafter be erected, on the demised premises shall not infringe upon or in any way alter, affect, or diminish the Lessee's exclusive rights of occupancy and use of such improvements pursuant to and during the term of this lease agreement or any other valid agreement with the City of Lebanon.

It is covenanted and agreed Lessee shall maintain an interest in the form of exclusive occupancy and use rights in any buildings and improvements on the demised premises, subject to there being in place a valid lease with the City of Lebanon. Lessee may sell, convey, or assign any such interest in any buildings and improvements to another party subject to prior approval of the City of Lebanon City Council. Such approval shall be subject to, in part and at the discretion of Lessor, the proposed purchaser entering into a valid lease agreement with the Lessor. Additionally, if Lessee has not sold, conveyed, or assigned its interest in any buildings or improvements by the expiration date of this agreement, then Lessee agrees to continue paying rent at the then current rate on a month to month basis or as provided in Paragraph 15 of this agreement. If Lessee, after one year from the date of expiration of this agreement, has still failed to sell, convey, or assign its entire interest in any buildings or improvements, then all rights and interests relative to occupancy and use of such buildings and improvements shall revert to Lessor.

7. Utilities - Installation and Service Charges. Lessees shall pay all utility installation and service charges incurred in providing and furnishing necessary electric, gas, water, sewerage, telephone, and other utilities to the demised premises and improvements and shall pay all sewer fees, sanitation fees and similar fees and charges payable by the occupant of the demised premises and improvements thereon during the term of this agreement.

8. Advertising. No outside walls, roofs, or other portion of the demised premises or of any improvements thereon shall be leased for or used for any advertising purposes whatsoever, and no sign will be erected on any portion of the same until written approval of Lessor is obtained.

9. Independent Contractor Status of Lessee. Lessee and all persons employed by Lessee shall construct or maintain the demised premises according to Lessee's own methods and entirely free from any manner of direction or control by, or on the part of Lessor or anyone in the employ of Lessor. Lessor shall have the right, but no obligation, to inspect or reject any construction or maintenance which does not conform to the approved specifications.

10. Covenants to Run with the Land. All the covenants and agreements in this lease shall be construed as covenants running with the land and bind and inure to the benefit of the parties hereto and its respective heirs, successors and assigns. The relationship between the parties is strictly that of landlord and tenant and nothing contained in this agreement is intended to create nor shall be construed to create or affect a joint venture between the parties.

11. Easements. The parties acknowledge that it may be necessary to grant or dedicate certain rights-of-way easements, or other similar rights for access, and, also, easements and other rights to utility companies and others with regard to servicing the improvements to be erected by Lessee on the demised premises. The parties agree to execute any and all instruments in connection with the granting of such rights-of-way, easements, and rights. Lessee recognizes the existence of, and agrees to comply with, all existing easements.

12. Breach. If Lessor deems that there has been a material breach of any of the terms of this agreement, Lessor shall notify Lessee of such breach. If Lessee shall fail to cure such breach within sixty (60) days, Lessor shall have the right to immediately terminate this lease, re-enter the premises, and dispossess Lessee, thereby relieving Lessee of its exclusive occupancy and use rights. In the event Lessee fails to pay the lease consideration as stated herein in a timely manner, Lessor, at Lessor's option, may declare a material breach of this lease agreement and thereby take possession of the subject premises for the use and benefit of Lessor. Furthermore, failure to remit timely lease payments and/or failure to comply with any condition of this lease shall result in Lessor having a lien in the amount of unpaid rents upon the Lessee's aircraft and/or other equipment and personal property stored on the premises. This is considered a security agreement and, to this effect, Lessee agrees, as a condition and part of this lease, to sign all necessary financing statements or other documents required to perfect this security interest.

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

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

13. Conduct. Lessee will forever keep and hold harmless Lessor from any penalties, damages, or charges imposed for any violation of any Federal, State, or Municipal laws and ordinances in connection with the use of the demised premises by Lessee or others. Lessee agrees not to deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises, or permit any person to do so, subject to the provisions of Section 6 of this lease. Lessee shall not engage in or permit any illegal activity upon the premises and shall not make, suffer, or permit any nuisance thereon. Additionally, Lessee shall promptly abate any nuisance that may arise at the expense of the Lessee.

Lessee agrees to conduct itself, and require other persons on the premises with its consent to conduct themselves, in a manner so as not to disturb the neighbors' peaceful enjoyment of the premises.

No storage or consumption of illegal drugs, or contraband shall be allowed on Airport property. Lessee does hereby consent to the search of its leased premises and aircraft by the Airport Commission Chairman, or designated representative, or any law officer, if a violation of this clause or any criminal statute is reasonably suspected.

14. Litigation. Jurisdiction for the enforcement of the provisions of this agreement shall be the Chancery Court of Wilson County, Tennessee. If suit is brought by Lessor for unlawful detainer of the leased premises, for the recovery of any rent due under the provisions of this agreement, or for any obligation of Lessee arising under this agreement or by law, Lessee hereby agrees to reimburse or compensate Lessor for all costs in connection therewith, including, but not limited to, a reasonable attorney's fee, whether or not the action or actions proceed to judgment.

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

16. Premises - Condition. Lessees agree to keep the leased premises, including the hangar and its curtilage, which shall comprise an immediate area of approximately fifteen feet surrounding the hangar, clean and clear of all debris. In addition, Lessee agrees to maintain the improvements on said leased premises at Lessee's expense.

17. Use of Premises. The premises hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No unregistered or salvage aircraft shall be allowed on the leased premises. Storage of fuel or other highly flammable liquid, or maintenance of other fuel depositories, except that in aircraft fuel tanks, is prohibited. No transfer of fuel or spray painting shall be permitted. Aircraft maintenance may be performed on that aircraft normally stored in said hangar; however, no commercial activities will be conducted on these premises or any activities that may conflict with any operation of the local airport facility and/or any Fixed Base Operator. No long term maintenance, including building or restoration projects shall be permitted on the leased premises. For purposes of definition, long term shall be greater than ninety (90) days. No living quarters shall be permitted; however, an adequate pilot's lounge is permitted.

18. Assignment or Sublease. Lessee shall not sublease or assign any or all of the leased premises without prior written approval of the City of Lebanon upon recommendation of the Lebanon Airport Commission. Any approved sublease or assignment shall require the execution of a revised lease agreement between Lessor and the Sublessee. No Sublessee or Assignee shall have any rights or interests greater than or superior to any rights or interests granted to Lessee pursuant to the terms of this lease agreement.

For Homeland Security and City Security purposes, the Lessee must advise the Airport Commission and the Airport Manager of all aircraft make, model and N#, occupying the hangar, on a real time basis. Any discovery of aircraft not reported to the Lebanon Airport Commission within 90 days shall be deemed as a breach of this lease.

Any conveyance, assignment, or transfer of exclusive use and occupancy rights of the leased premises shall be reflected in a written contract, which shall disclose the terms and total compensation of such agreement, and shall be provided to the Lebanon Commissioner of Finance.

19. Competition. Lessee agrees not to conduct any activity on the premises which would compete with the management of the Lebanon Municipal Airport and/or any Fixed Base Operator. Routine maintenance by Lessee of its aircraft shall not be construed as competition.

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

21. Complete Agreement. The parties agree that they have read and fully understand the terms and conditions of this agreement. This lease agreement contains the complete agreement between the parties. The parties stipulate that neither of them has made any oral representations with respect to the subject matters of this lease agreement or any representations except as are specifically set forth herein. The provisions of this lease agreement shall be binding and inure to the benefit of the parties, their successors, and assigns.

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

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

24. Lessee Insolvency. It is agreed that if Lessee files a Petition for Bankruptcy or becomes insolvent, or requires the necessity of a receivership or other court action concerning the insolvency, then Lessor, at its option, may declare a material breach of this agreement, and take possession of the property as described above.

25. Joint Liability. If Lessee consists of two or more persons or entities, then such persons or entities shall be jointly and severally liable for all obligations contained in this lease, including, but not limited to, the payment of the lease consideration stated.

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

LESSOR:
CITY OF LEBANON

LESSEE:

Philip Craighead, Mayor

PapaG, LLC
Agent: Steve Kovach

ATTEST:

APPROVED AS TO FORM:

Robert Springer
Lebanon Commissioner of Finance

Andy Wright
Lebanon City Attorney

LEBANON MUNICIPAL AIRPORT COMMISSION:

T.O. Cragwall, Chairman

Resolution No.: 16-2009

STATE OF TENNESSEE
COUNTY OF WILSON

On this the _____ day of _____, 2016, before me personally appeared Steve Kovach, agent for PapaG, LLC,, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and who acknowledged that he executed the same as his free act and deed.

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

Notary Public

Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, a notary public, in and for the county aforesaid, personally appeared Philip Craighead, Robert Springer, and T.O. Cragwall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor, Commissioner of Finance and Airport Commission Chairman, respectively, of the City of Lebanon, Tennessee, the within named Lessor, a municipal corporation, and that they as such Mayor, Commissioner of Finance and Airport Commission Chairman, being authorized so to do, by the Lebanon City Council, pursuant to Lebanon Resolution No. 16-2009, executed the foregoing instrument for the purposes herein contained, by signing the name of the corporation by themselves as such Mayor, Commissioner of Finance and Airport Commission Chairman.

WITNESS MY HAND AND OFFICIAL SEAL at office in Lebanon, Tennessee on this the _____ day of _____, 2016.

Notary Public

Commission Expires: _____