



Bernie Ash
Mayor

CITY OF LEBANON

Office of the Mayor

106 North Castle Heights Avenue
Lebanon, TN 37087

bernie.ash@lebanontn.org

615-443-2839

Debbie Jessen
Mayoral Assistant

SPECIAL CALLED CITY COUNCIL MEETING

AGENDA - OCTOBER 22, 2020 - 5:30 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

200 NORTH CASTLE HEIGHTS AVENUE, LEBANON, TENNESSEE

MEETING WILL BE CONDUCTED ELECTRONICALLY

Meeting electronically is necessary to protect public health, safety, and welfare in light of the coronavirus (COVID-19). A link to the meeting will be placed on the City of Lebanon Facebook Government Page within two to three hours of the meeting's end.

Anyone who wants a chance to receive a Zoom invitation to the meeting or provide comments prior to the meeting should contact Mike Collinsworth at mcollinsworth@lebanontn.org or 615/443-2839 extension 2401 by 5pm on October 21st.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CONSENT AGENDA:**
 1. **Ordinance No. 20-6110**, second reading, to authorize Row E T-Hangar leases for two year terms beginning January 1, 2021 through December 31, 2022 (to \$360 per month as recommended by the Lebanon Airport Commission), by Jeff Baines, Commissioner of Public Services, and Ralph Mallicoat, Airport Commission Chairman.
 2. **Ordinance No. 20-6111**, second reading, to approve a sewer agreement with Meritage Homes of Tennessee, Inc. (to upgrade and upsize existing pump station and force main to serve McMillen Townhomes and additional tracts for future development in the immediate area), by Jeff Baines, Commissioner of Public Services, and Brian Whitnel, Project Engineer.
 3. **Ordinance No. 20-6112**, second reading, to authorize a budget amendment for the Stormwater Department (to fund contracted drainage maintenance tasks), by Mayor Bernie Ash; Jeff Baines, Commissioner of Public Services; and Stuart Lawson, Commissioner of Finance and Revenue.

4. **Ordinance No. 20-6113**, second reading, to authorize a budget amendment for Airport Construction (to demolish a house on property purchased by the Airport), by Jeff Baines, Commissioner of Public Services, and R.T. Baldwin, Special Projects Administrator.

4. **ADJOURNMENT**

ORDINANCE NO. 20-6110

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE ROW E
T HANGAR LEASES FOR TWO YEAR TERMS BEGINNING JANUARY 1, 2021
THROUGH DECEMBER 31, 2022**

WHEREAS, the Lebanon City Council passed Res. No. 19-2376 to extend Row E T hangar leases at the current rate of \$315 per month through December 31, 2020; and

WHEREAS, at its October meeting, the Airport Commission recommended such leases be two year terms beginning January 1, 2021 through December 31, 2022 at \$360.00 per month.

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

Section 1. That all Row E T Hangar leases shall be for two year terms, beginning January 1, 2021 through December 31, 2022 at the rate of Three Hundred and Sixty Dollars (\$360.00) per month.

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:

10/20/2020

Passed second reading:

ORDINANCE NO. 20-6111

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE A SEWER AGREEMENT WITH MERITAGE HOMES OF TENNESSEE, INC.

WHEREAS, Article II, Section 1(6) of the City of Lebanon's Charter grants the City the authority to make public utility contracts by ordinance; and

WHEREAS, the City of Lebanon wishes to enter into a sewer agreement with Meritage Homes of Tennessee, Inc., for the sanitary sewer upgrades to serve a new residential development, McMillen Townhomes, located north of Lebanon Road and south of the railroad tracks; and

WHEREAS, Meritage Homes is contributing funds to upsize the existing pump station and force main; and

WHEREAS, the sewer agreement is attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to enter into the Sewer Agreement, attached hereto by reference as if appearing verbatim herein, with Meritage Homes of Tennessee, Inc., for sanitary sewer upgrades to serve McMillen Townhomes.

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:

10/20/2020

Passed Second Reading:

Map 57, Parcel 32.02
McMillen Townhomes
Meritage Homes of TN, Inc.

SEWER AGREEMENT

This Sewer Agreement (the "Agreement") is entered into this _____ day of _____, 20____ by and between Meritage Homes of Tennessee, Inc. (hereafter the "Owner"), with address of 8800 E. Raintree Drive, Ste 300, Scottsdale, AZ 85260 and the City of Lebanon, Tennessee, a body politic of the State of Tennessee (hereafter the "City").

WITNESSETH:

WHEREAS, Owner is the owner of a tract of land located on the north side of Lebanon Road, south of the railroad tracks, and south of the existing Summercrest Pump Station, also known as the McMillen Townhome development, within the corporate boundaries of the City, being more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, it is in the best interest of the City of Lebanon sewer rate payer to install a Global Sewer Solution (the "GSS") to best serve all properties in the general area; and

WHEREAS, Owner intends to contribute to certain sewer improvements necessary to construct the GSS; and

NOW, THEREFORE, in consideration of the foregoing, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The City agrees to commence and complete all actions necessary to install the new pump station and force main portion of the GSS.
2. The City has estimated the GSS project to cost One Million Seven Hundred Twenty Thousand Five Hundred Fifty and Zero/100 Dollars (\$1,720,550.00).

3. The City recognizes the benefit to be derived from the GSS by the surrounding property owners ("Benefited Owners") in the general area of the GSS.
4. If any Benefited Owners are not agreeable to providing their respective pro-rata share, then the City of Lebanon sewer fund shall provide the remaining balance, and the City Council, by separate ordinance, shall assess the Benefited Owners and collect funds upon any future development of their property.
5. Prior to execution of the construction contract by the City for commencement of the GSS project, the Owner shall provide required funds. Funds may be placed in an escrow account.
6. The Owner shall contribute Five Hundred Thousand and Zero/100 Dollars (\$500,000.00).
7. The Owner's development, McMillen Townhomes, is proposed for 228 townhome units and is under construction. Owner has been granted availability for 54 sewer taps based on the existing pump station. However, the Owner's project requires sewer availability for an additional 174 units. Therefore, time is of the essence for the GSS.
8. Therefore, it is agreed that the City will construct said GSS and be operational for all 228 units at or before August 1, 2021. If the Work is not completed and in service by that date, then the City will provide a Pump and Haul service as needed and at no cost to the Owner. Standard monthly consumer sewer fees will still apply.
9. If the GSS project has not been publicly bid and the Work substantially started by June 1, 2021, then the City shall remit to the Developer the sum of Monies deposited for the Work. The Developer will then be immediately allowed to construct all work shown on their approved construction plans for a standalone pump station system.
10. The City shall take such legislative action by ordinance, or otherwise, to approve this Agreement and require the payment of the sums.
11. Developer may assign its rights herein of the Sewer Agreement upon written notice to City at 200 North Castle Heights Avenue, Lebanon, Tennessee, 37087 Attn: Commissioner of Public Services, with a copy to be sent to the City Attorney at 106 North Castle Heights Avenue, Lebanon, Tennessee, 37087. In any such event, all rights, powers, privileges and obligations of the Developer to the Developer Reimbursement shall be fully assigned and assumed by the named Assignee.
12. This Agreement shall be governed by the laws of the State of Tennessee. In the event of a dispute, the parties hereby stipulate that the Tennessee state courts located in Wilson County, Tennessee, are good, proper and convenient venue and the sole tribunal in

which disputes may be resolved.

13. This Agreement shall inure to the benefit of each party hereto, their heirs, successors and assigns.
14. The waiver by any party hereto of any breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
15. The parties hereby stipulated that this Agreement is the result of negotiations between the parties and shall be construed as having been drafted by both parties. This Agreement shall not be construed in favor or against any party on the grounds of having been drafted by said party.
16. The person executing this Agreement for and on behalf of the parties hereto covenants that he/she has the full power to execute this Agreement for and on behalf of such party, and said execution is recognized as the act and deed of the executing party, and the party shall be fully bound thereby.
17. This Agreement represents the entire agreement of parties, and all oral discussions and any prior agreements between the parties are merged herein and are superseded by this Agreement.
18. No provision of this Agreement shall be amended or waived except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.
19. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together constitute the same instrument. A faxed or electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written hereinabove.

Owner:

Signature: _____

Printed Name: _____

Company: Meritage Homes of Tennessee, Inc.

City of Lebanon, Tennessee

Signature: _____

Printed Name: _____

Title: Mayor

Approved as to Form

Signature: _____

Printed Name: _____

Title: City Attorney

Ord. No. 20-6111

Approved as to Funds Availability

Signature: _____

Printed Name: _____

Title: Commissioner of Finance

APPROVED AND RECOMMENDED:

Engineer

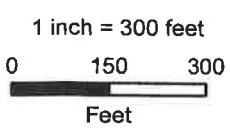
Commissioner of Public Services

McMillen Townhomes



City of Lebanon, Tennessee

-  Address Points
 -  R x R
 -  City Street
 -  McMillen Townhomes
 -  Future/Proposed Street
 -  Private Street
 -  State Route
 -  Parcels
- Exhibit A*



City of Lebanon
GIS Department
200 N Castle Heights Ave
Suite 300
Lebanon, TN 37087

City of Lebanon
www.lebanontn.org
Interactive Mapping Site
<https://maps.lebanontn.org/ROKMAPS/>

Created By: Jared Granstaff
Date Created: 10/6/2020

ORDINANCE NO. 20-6112

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

WHEREAS, the Lebanon City Council approved and adopted the 2020 – 2021 fiscal year budget on June 25, 2020 by Ordinance No. 20-6045; and

WHEREAS, it is now necessary to amend the budget for the Stormwater Department to fund contract drainage maintenance tasks and improvements; and

WHEREAS, the required budget amendment is detailed on the form attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2020 – 2021 City of Lebanon budget as follows:

Department: Stormwater

From: 12090000-79000 Fund Balance \$250,000.00

To: 12043100-72900 Contractual Services \$250,000.00

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: 10/20/2020

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2019-2020**

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

DEPARTMENT Stormwater

TRANSFER FROM _____

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
120 90000 79000	Fund Balance	250,000.00	

Total \$ 250,000 - 00

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
120 43100 72900	Contractual Services		250,000.00

Total \$ 250,000 - 00

REQUESTED BY	<u>Jeff Barnes</u>	DATE	<u>10/8/20</u>
DEPARTMENT HEAD	<u>Jeff Barnes</u>	DATE	<u>10/8/20</u>
COMM. OF FINANCE	<u>Frank Jewson</u>	DATE	<u>10-12-20</u>
MAYOR	_____	DATE	_____

REASON FOR THIS TRANSFER:
Fund drainage maintenance tasks and improvements
utilizing contractors

ORDINANCE NO. 20-6113

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE A BUDGET AMENDMENT FOR AIRPORT CONSTRUCTION

WHEREAS, the Lebanon City Council approved and adopted the 2020 – 2021 fiscal year budget on June 25, 2020 by Ordinance No. 20-6045; and

WHEREAS, it is now necessary to amend the budget to cover the cost of demolishing a house on property purchased by the airport; and

WHEREAS, the required budget amendment is detailed on the form attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2020 – 2021 City of Lebanon budget as follows:

Department: Airport Construction

From: 31590000-79000 Budget Fund Balance \$15,000.00

To: 31552529-79300 Improvements \$15,000.00

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:

10/20/2020

Passed second reading:

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2018-2019**

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

DEPARTMENT Airport Construction

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31590000 79000	Budget Fund Balance	15,000.00	

Total \$ -

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31552529 79300	Improvements		15,000.00

Total \$ -

REQUESTED BY RT Baldwin

DATE 10-9-20

DEPARTMENT HEAD Jeff Barnes

DATE 10/9/20

COMM. OF FINANCE Frank Tamm

DATE 10-12-20

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Demo house on the land and building that the Airport purchased a couple years ago.

Richard T. Baldwin

From: Angela Fantom
Sent: Tuesday, October 6, 2020 3:56 PM
To: Jeff Baines; Richard T. Baldwin
Subject: Re: Requisition Issue/Airport Contractual Services Line Item
Attachments: Budget Amendment Form 20-21.xlsx; AIRPORT DETAIL.pdf; AIRPORT EXP.pdf

Jeff or R.T.,

It looks like some funds need to be transferred to Airport Maintenance Contractual Services (12452518-72900) as I am currently unable to process any invoices that normally get charged to that line item. \$15,000 was initially budgeted, but with the \$10,000 house demo getting charged to Contractual Services there are now no funds remaining.

I've attached a transfer form and the Airport Maintenance expenditure reports as of 10/1. FYI, we ended up spending \$25,000 on contractual services last fiscal year.

Thanks,
Angela Fantom
[City of Lebanon](#) Engineering Dept.
200 N. Castle Heights Ave. Suite 300
Lebanon, TN 37087
(615) 443-2824 | fax: 444-1515
angela@lebanontn.org

From: Angela Fantom <angela@lebanontn.org>
Sent: Monday, October 5, 2020 4:28 PM
To: Lisa Lane <lisa@lebanontn.org>; Jeff Baines <jbaines@lebanontn.org>
Subject: Re: Requisition Issue/Airport Contractual Services Line Item

Thanks, it's attached. Requisition 49694.

Angela Fantom
[City of Lebanon](#) Engineering Dept.
200 N. Castle Heights Ave. Suite 300
Lebanon, TN 37087
(615) 443-2824 | fax: 444-1515
angela@lebanontn.org

From: Lisa Lane <lisa@lebanontn.org>
Sent: Monday, October 5, 2020 4:25 PM
To: Angela Fantom <angela@lebanontn.org>; Jeff Baines <jbaines@lebanontn.org>
Subject: RE: Requisition Issue/Airport Contractual Services Line Item