



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 - JULY 23, 2020 - 5:30 P.M.

TOWN MEETING HALL, ADMINISTRATION BUILDING

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 July 22nd.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **CONSENT AGENDA:**
 1. **Ordinance No. 20-6054**, second reading, to approve Addendum No. 1 to the Wilson United Soccer League Lease Agreement to extend the term for two years, by Ralph Mallicoat, Airport Commission Chairman, and Jeff Baines, Commissioner of Public Services.
 2. **Ordinance No. 20-6056**, second reading, to approve the amended lease agreement with Wilson Aviation Club, Inc. for Lot 6 General Aviation Row 1, by Ralph Mallicoat, Airport Commission Chairman, and Jeff Baines, Commissioner of Public Services.
 3. **Ordinance No. 20-6057**, second reading, to approve budget amendments for the Cemetery (for expenses related to the tornado damage), by Jeff Baines, Commissioner of Public Services; RT Baldwin, Special Projects Administrator; and Stuart Lawson, Commissioner of Finance and Revenue.
4. **ADJOURNMENT**

ORDINANCE NO. 20-6054

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE
ADDENDUM NO. 1 TO THE WILSON UNITED SOCCER LEAGUE LEASE
AGREEMENT TO EXTEND THE TERM FOR TWO YEARS**

WHEREAS, on July 4, 2018, the City of Lebanon entered into a lease agreement with Wilson United Soccer League for a lease period of two (2) years with an option for a two (2) year extension, pursuant to Ord. No. 18-5634; and

WHEREAS, the Wilson United Soccer League wishes to extend the lease for two (2) years; and

WHEREAS, it is necessary to approve the addendum attached hereto as if appearing verbatim herein, relative to such lease extension.

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

Section 1. The Mayor and Commissioner of Finance shall properly execute the lease addendum no. 1, attached to this ordinance and incorporated as if appearing herein verbatim, with Wilson United Soccer League which extends the term for two (2) years.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 7/21/2020

Passed second reading: _____

**ADDENDUM #1 TO LEASE AGREEMENT
AT THE LEBANON MUNICIPAL AIRPORT**

ORIGINAL LEASE DATED: July 4, 2018
ADDENDUM APPROVING ORDINANCE: 20-6054

PARTIES: Lessor: City of Lebanon, TN
Lessees: Wilson United Soccer League

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. 20-6054, the Lease Agreement herein referenced is hereby amended to extend the term for two (2) years.

PARTIES:

City of Lebanon

Wilson United Soccer League

Approved:

Mayor

Name:
Title:

Attest:

Commissioner of Finance & Revenue
Approved as to form:

City Attorney
Pursuant to Ord. No. 20-6054

Recommended by:

Ralph Mallicoat
Chairman, Lebanon Airport Commissioner

ORDINANCE NO. 20-6056

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE THE
AMENDED LEASE AGREEMENT WITH WILSON AVIATION CLUB, INC.
FOR LOT 6 GENERAL AVIATION ROW 1**

WHEREAS, the Lebanon City Council passed Ord. No. 03-2451 on March 4, 2003 to authorize a lease agreement with Wilson Aviation Club, Inc.; and

WHEREAS, it is now necessary to amend such lease agreement; and

WHEREAS, the amended lease agreement is attached hereto and incorporated by reference as if appearing verbatim herein.

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

Section 1. The amended Lease Agreement with Wilson Aviation Club, Inc. is hereby approved. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to enter into the amended Lease Agreement with Wilson Aviation Club, Inc., attached hereto by reference as if appearing verbatim herein, for Lot 6 General Aviation Row 1 at the Lebanon Municipal Airport.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading:

7/21/2020

Passed second reading:

LEASE AGREEMENT
FOR PRIVATE AIRCRAFT HANGAR
LOT 6

THIS AGREEMENT, made and entered into this **1st** day of **September, 2020**, 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 **Wilson Aviation Club, Inc.**, hereinafter referred to as "**Lessee**," pursuant to Lebanon City Resolution No. **20-_____**.

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 6**" of "**General Aviation Row 1**" 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 be retroactive and commence on **January 1, 2003**, and shall remain in effect for a period of forty (40) years, ending on **December 31, 2042**. 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 December 1, 2003. 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 **January, 2003** and thereafter on or before the first day of **December**, in each succeeding year.

The amount of the annual rent payable under this lease shall be increased during the term beginning on **January 1, 2003** 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 at lessee's expense to all laws, orders, regulations and ordinances applicable to the leased premises upon written notification by the City of Lebanon. 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.

All contractors and subcontractors working on site shall present evidence of insurance and include City as additional insured before commencing work on site.

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 along with mowing of grass in any leased area. 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:

Bernie Ash, Mayor

Wilson Aviation Club, Inc.

ATTEST:

APPROVED AS TO FORM:

Stuart Lawson
Lebanon Commissioner of Finance

Andy Wright
Lebanon City Attorney

LEBANON MUNICIPAL AIRPORT COMMISSION:

Ralph Mallicoat, Chairman

Resolution No. 20-_____

STATE OF TENNESSEE
COUNTY OF WILSON

On this the _____ day of _____, 20__, before me personally appeared _____, 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.

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 Bernie Ash, Stuart Lawson, and Ralph Mallicoat, 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. 20-_____, 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 _____, 20__.

Notary Public

Commission Expires: _____

EXHIBIT "A"

LEBANON MUNICIPAL AIRPORT CORPORATE HANGAR AREA

Lot 6

Commencing at a corner post at a bend in the southerly boundary of the Lebanon Municipal Airport, at the northwestern corner of the Alvin Collins property (Map 81, Parcel 19.02); thence S 79° 30' 48" E, along the southerly boundary of the Lebanon Municipal Airport, 712.49 feet to a point; thence N 10° 08' 32 E, 30.00 feet to the southwestern corner of Lot 6 of the Lebanon Municipal Airport Corporate Hangar Area, this being the point of beginning; thence N 10° 08' 32 E, 100.00 feet to the northwestern corner of said Lot; thence S 79° 30' 48" E, 110.00 feet to the northeastern corner of said Lot; thence S 10° 08' 32 W, 100.00 feet to the southeastern corner of said Lot; thence N 79° 30' 48" W, 110.00 feet to the point of beginning; containing 0.25 acres, more or less.

ORDINANCE NO. 20-6057

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE BUDGET AMENDMENTS FOR THE CEMETERY

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, Cedar Grove Cemetery sustained damage in multiple areas during the March tornado; and

WHEREAS, budget amendments are now necessary to cover repair expenses; and

WHEREAS, FEMA Environmental Historical Preservation Guidelines must be followed for the city to be eligible for reimbursement of expenses related to the removal of fallen trees and repairing disturbed ground; and

WHEREAS, expenses related to the leveling and up righting of stones and monuments will be covered by the cemetery perpetual maintenance fund; and

WHEREAS, the required budget amendments are detailed on the forms 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: Cemetery Perpetual Maintenance Fund

From: 13090000-79000 Budget Fund Balance \$25,000.00

To: 13043401-77150 Transfer to Other Funds \$25,000.00

Department: Cemetery/Tornado Relief

From: 1104-37940 Transfer from Other Funds \$25,000.00

 11090000-79000 Budget Fund Balance \$80,000.00

To: 11043400-72900 Contractual Services \$25,000.00

 11043111-72900 Contractual Services \$80,000.00

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: 7/21/2020

Passed second reading: _____

CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2020-2021

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

DEPARTMENT Cemetery Perpetual Maint Fund

TRANSFER FROM

| G/L ACCT NO | ACCT DESCRIPTION | DEBIT | CREDIT |
|----------------|---------------------|--------------|--------|
| 13090000 79000 | Budget Fund Balance | \$ 25,000.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | \$ 25,000.00 | |

TRANSFER TO

| G/L ACCT NO | ACCT DESCRIPTION | DEBIT | CREDIT |
|----------------|-------------------------|-------|--------------|
| 13043401 77150 | Transfer to Other Funds | | \$ 25,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | \$ 25,000.00 |

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

| | | | |
|-------------------------|------------------------|-------------|------------------|
| REQUESTED BY | <u>RT Baldwin</u> | DATE | <u>7/10/2020</u> |
| DEPARTMENT HEAD | _____ | DATE | _____ |
| COMM. OF FINANCE | <u>Strunk Jaworski</u> | DATE | <u>7-10-2020</u> |
| MAYOR | _____ | DATE | _____ |

REASON FOR THIS TRANSFER:

Transfer funds from the Cemetery Perpetual Maintenance Fund to the Cemetery department in the
General Fund to cover the cost for leveling and up righting the stones and monuments due
to the damage of the tornado in March.

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2020-2021**

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

DEPARTMENT Cemetery/Tornado Relief

TRANSFER FROM

| G/L ACCT NO | ACCT DESCRIPTION | DEBIT | CREDIT |
|----------------|---------------------------|--------------|--------|
| 1104 37940 | Transfer from other Funds | \$ 25,000.00 | |
| 11090000 79000 | Budget Fund Balance | \$ 80,000.00 | |
| | | | |
| | | | |
| | | | |
| | | | |

Total \$ 105,000.00

TRANSFER TO

| G/L ACCT NO | ACCT DESCRIPTION | DEBIT | CREDIT |
|----------------|----------------------|-------|--------------|
| 11043400 72900 | Contractual Services | | \$ 25,000.00 |
| 11043111 72900 | Contractual Services | | \$ 80,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |

Total \$ 105,000.00

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

REQUESTED BY RT Baldwin

DATE 7/10/2020

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE Stuart J. ...

DATE 7-10-2020

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Transfer of funds from the Cemetery Perpetual Maintenance Fund for the work on the leveling and up righting monuments. Also, work at Cedar Grove Cemetery to complete stump grinding, removal of tree trunks, removal of root balls, backfilling of holes, seed and straw of all disturbed areas. Work to be performed per FEMA's Environmental Historical Preservation guidelines to assure City's eligibility to receive FEMA reimbursement. Should be at 100% and will create revenue after project complete.