



CITY OF LEBANON

Office of the Mayor
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Rick.Bell@lebanontn.org
615-443-2839

Tonya Jones
Executive Administrative Assistant

Kristen Ragsdale
Administrative Assistant III

PUBLIC HEARING

AGENDA – April 1, 2025 – 5:55 P.M.

**TOWN MEETING HALL, ADMINISTRATION BUILDING
200 North Castle Heights Avenue, Lebanon, Tennessee**

1. Request by Deborah Baugh for future land use plan amendment approval for about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from FLH2 to RPI in Ward 4 **(Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting)** (Reference Ordinance No. 25-7171).
2. Request by Deborah Baugh for rezoning approval for about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from RD9 to TN Aviation HOF Museum Text SP in Ward 4 **(Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting)** (Reference Ordinance No. 25-7172).
3. Request by Staff and Lester Farms for a zoning code amendment to the Temporary Use Section to replace the language in 14.310.5 **(Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting)** (Reference Ordinance No. 25-7173).
4. Request by Adam Tomlinson for a zoning code amendment to 14.203.B.4 & 14.1205.B.1 to update the approval process for Three-family and Four-family residential developments **(Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting)** (Reference Ordinance No. 25-7174).



RICK BELL
Mayor

CITY OF LEBANON

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REGULAR CALLED CITY COUNCIL MEETING

AGENDA – April 1, 2025 - 6:00 P.M.

**TOWN MEETING HALL, ADMINISTRATION BUILDING
200 North Castle Heights Avenue, Lebanon, Tennessee**

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE TO FLAG**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES:**
March 18, 2025 – Regular Called City Council Meeting
- 6. COMMUNICATION FROM CITIZENS**
- 7. COMMUNICATION FROM MAYOR**
- 8. REPORTS FROM MAYOR / COMMITTEES / ALDERMEN / OFFICERS**
- 9. CONSENT:**
 - 1. Ordinance No. 25-7170**, second reading, to approve budget amendments for the Jimmy Floyd Family Life Center to cover architectural and design services, landscaping services, and machinery purchase, by Alex Major, Jimmy Floyd Center Director.
 - 2. Ordinance No. 25-7176**, second reading, to approve a budget amendment for the Police Department to complete the purchase of tasers, by Stuart Lawson, Commissioner of Finance & Revenue.
 - 3. Ordinance No. 25-7180**, second reading, to approve seven (7) supplements to TDOT Local Construction Railroad Agreements for the Railroad Crossing Approaches Projects on West Baddour Parkway and South Cumberland Street. (TDOT Contract Nos. CRR070537, CRR070538, CRR070539, CRR070540, CRR070541, CRR070542, and CRR070557. TDOT PIN NOS.

127609.00, 128516.00, 129121.00, 128447.00, 128449.00, 128448.00, and 129122.00), by Kristen Rice, Capital Projects Director.

4. **Ordinance No. 25-7181**, second reading, to approve a budget amendment for the Engineering Department to add bank service charge line item for Online Cityworks payments, by Mattie Neely, Engineering Services Director of Development and Jeff Baines, Commissioner of Public Services.
5. **Ordinance No. 25-7182**, second reading, to approve Professional Services Agreement with Raftelis Financial Consultants, Inc. for Stormwater Utility Fee Assessment and to approve the related budget amendment, by Mattie Neely, Engineering Services Director of Development and Jeff Baines, Commissioner of Public Services.
6. **Ordinance No. 25-7184**, second reading, to create budget for Administrative Hearing Officer Department, by Stuart Lawson, Commissioner of Finance & Revenue.
7. **Ordinance No. 25-7186**, second reading, to approve budget amendment for the Legal Department relative to contracted legal services, by Andy Wright, City Attorney.

10. OLD BUSINESS:

1. **Ordinance No. 25-7177**, second reading, to authorize the development agreement for the construction of public infrastructure between Wilson Farms 109 LP and the City of Lebanon the safety and roadway (intersection) improvements at State Route 109 and First Avenue (Wilson Farms Project), by Jeff Baines, Commissioner of Public Services; Kristen Rice, Capital Projects Director and Sarah Haston, Economic Development Director.
2. **Ordinance No. 25-7178**, second reading, to approve budget amendments for State Route 109/First Avenue (Wilson Farms Project) safety and roadway infrastructure improvements, by Stuart Lawson, Commissioner of Finance & Revenue and Sarah Haston, Economic Development Director.
3. **Ordinance No. 25-7179**, second reading, to authorize the Escrow Agreement between Wilson Farms 109 LP, the City of Lebanon, Tennessee, and Wilson Bank & Trust as Escrow Agent, relative to safety and roadway infrastructure improvements at State Route 109 and First Avenue (Wilson Farms Project), by Stuart Lawson, Commissioner of Finance & Revenue and Sarah Haston, Economic Development Director.

4. **Ordinance No. 25-7183**, second reading, to approve budget amendments for the Stormwater Department to cover emergency repair costs, by R.T. Baldwin, Public Services Manager.

11. NEW BUSINESS:

1. Council approval of Certificate of Compliance for a Retail Package Store (Applicant: Prashant Patel; All American Wine & Spirits; 703 South Cumberland Street, Suite C), (Change of Ownership), by Stuart Lawson, Commissioner of Finance & Revenue.
2. Council confirmation of the reappointment of Bob Lannom to serve on the Lebanon Beer Board, by Mayor Rick Bell.
3. **Ordinance No. 25-7171**, first reading, to amend the Future Land Use Plan of the City of Lebanon, TN, by changing an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from FLH2 – residential 2 units per acre to RPI – Public/Institutional/Residential in Ward 4 (Request by Deborah Baugh) (Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting).
4. **Ordinance No. 25-7172**, first reading, to amend the Official Zoning Atlas of the City of Lebanon, TN, by requesting rezoning approval of about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) to Aviation HOF Museum Text SP in Ward 4 (Request by Deborah Baugh) (Planning Commission recommended approval by a vote of 7-0 at their February 25, 2025 meeting).
5. **Ordinance No. 25-7173**, first reading, to amend Title 14, Chapter 3, Section 10, to amend subsection 5. Temporary Use (Request by Staff & Lester Farms) (Planning Commission recommended approval by a vote of 7-0 at their February 28, 2025 meeting).
6. **Ordinance No. 25-7174**, first reading, to amend Title 14, Chapter 2 Section 3, and Title 14, Chapter 12 Section 5, to update the approval process for three-family and four-family residential developments (Request by Adam Tomlinson) (Planning Commission recommended approval by a vote of 7-0 at their February 28, 2025 meeting).
7. **Ordinance No. 25-7187**, first reading, to create a budget for the Public Private Partnership Agreement for Coles Ferry Pike widening and improvements approved by Ordinance No. 23-6840, by Stuart Lawson, Commissioner of Finance & Revenue.

8. **Ordinance No. 25-7188**, first reading, to amend Title 2, Chapter 3, Section 2-302 of the Lebanon Municipal Code relative to the City Staff Representative on the Airport Commission, by Mayor Rick Bell.

9. **Ordinance No. 25-7189**, first reading, to amend Title 8, Section 8-211 of the Lebanon Municipal Code to amend the Downtown Festival District, by Sarah Haston, Economic Development Director.

10. **Ordinance No. 25-7190**, first reading, to amend Title 7, Section 7-112 of the Lebanon Municipal Code relative to the beginning date for fireworks sales, by Stuart Lawson, Commissioner of Finance & Revenue.

11. **Resolution No. 25-2751**, to approve an agreement with LexisNexis Risk Solutions for Accurint Virtual Crime Center online subscription for the Police Department, by Stuart Lawson, Commissioner of Finance & Revenue.

12. **Resolution No. 25-2752**, to authorize advertising for bids for the construction of the Lebanon Police Department Animal Control and Codes Building, by Mike Justice, Police Chief and Kristen Rice, Capital Projects Director.

13. **Resolution No. 25-2753**, to approve a Retainage Escrow Agreement between Wilson Bank & Trust, Eddie Conrad LLC DBA Conrad Construction, and the City of Lebanon for the 2024 Water System Improvements Project, by Stuart Lawson, Commissioner of Finance & Revenue.

12. ADJOURNMENT

ORDINANCE NO. 25-7170

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR THE JIMMY FLOYD FAMILY LIFE
CENTER TO COVER ARCHITECTURAL AND DESIGN SERVICES,
LANDSCAPING SERVICES, AND MACHINERY PURCHASE**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7021 on June 18, 2024, to adopt the 2024 – 2025 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the Jimmy Floyd Family Life Center to move funds from improvements (for lockers) to contractual services and machinery and equipment lines to cover architectural services, landscaping and groundskeeping improvement, and to purchase a new walk behind floor scrubber; and

WHEREAS, the required budget amendments are detailed on the form attached hereto by reference as though 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 2024 – 2025 fiscal year budget as follows:

Department: Jimmy Floyd Center

From: 12244431-79300	Improvements	\$53,750.00
To: 12244431-72900	Contractual Services	\$44,950.00
12244431-79490	Machinery & Equipment	\$8,800.00

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: 3/18/2025

Passed second reading: _____

ORDINANCE NO. 25-7176

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE POLICE DEPARTMENT TO
COMPLETE THE PURCHASE OF TASERS**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7021 on June 18, 2024, to adopt the 2024 – 2025 fiscal year budget; and

WHEREAS, the 2024 – 2025 fiscal year budget included the purchase of tasers for the Police Department over a five year period; and

WHEREAS, it is now necessary to amend the budget to purchase the tasers all in the current fiscal year; and

WHEREAS, the required budget amendment is detailed on the form attached hereto by reference as though 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 2024 – 2025 fiscal year budget as follows:

Department: Police

From: 11090000-79000 Budget Fund Balance \$456,192.00

To: 11042100-79490 Machinery & Equipment \$456,192.00

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: 3/18/2025

Passed second reading: _____



Stuart Lawson, Commissioner of Finance & Revenue
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Phone: (615) 443-2805 ext. 2207
Fax: (615) 443-1158

RICK BELL, Mayor
200 North Castle Heights Avenue
Lebanon, Tennessee 37087

TO: Mayor & Council
FROM: Stuart Lawson, Commissioner of Finance
DATE: March 5, 2025
SUBJECT: Taser purchase

The police department had put in their Fiscal Year 24-25 budget to purchase tasers over a five-year period. The total over the five-year period was going to be about \$507,000.

After making the first payment for the tasers this year our accounting department discovered that this would be considered a lease and should have been approved by the Comptroller's office. All leases must be approved before we can enter into an agreement.

The best solution to this is to amend the budget and purchase the tasers all in the current fiscal year. That is why I have brought this budget amendment for your approval.



Axon Enterprise Inc,
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquines@axon.com
www.axon.com
 TIN: 86-0741227
 DUNS Number: 832176382
 UEI Number: TBW7MGPYURM7

Invoice

Invoice ID INUS327247
 Invoice Account 452354
 Date 28-Feb-25
 Payment Term Net 30 days
 PO/DO #
 Quote # Q-614002,
 Sales Order #
 Terms of Delivery FCA
 Customer Reference Q-614002,

BILL TO

Lebanon Police Dept. - TN
 1017 Sparta Pike
 Lebanon, TN 37087-3757
 USA

SHIP TO

Lebanon Police Dept. - TN
 406 Tennessee Blvd
 Lebanon, TN 37087-3987
 USA

Line No.	Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
	1	C00010	BUNDLE - TASER 10 CERTIFICATION	110.00			22.50000%	456,192.00
Bundled Line Subtotal								456,192.00
137	1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE Tax Date 28-Feb-25 Shipment Date:	1.00	0.00	0.00	22.50000%	0.00
138	1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE Tax Date 28-Feb-25 Shipment Date:	1.00	0.00	0.00	22.50000%	0.00
139	1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE Tax Date 28-Feb-25 Shipment Date:	1.00	0.00	0.00	22.50000%	0.00
140	1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE Tax Date 28-Feb-25 Shipment Date:	1.00	0.00	0.00	22.50000%	0.00
Item Line Subtotal								0.00

PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS327247	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS327247	Reference No INUS327247	Tempe, AZ 85283
					Reference No INUS327247

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

Invoice

Invoice ID
Date
Page

INUS327247
28-Feb-25
2 of 3

Sales Amount	456,192.00
Misc. Charge	0.00
Discount	0.00
Sales Tax	0.00
Total	456,192.00
Credit Amount(s) Applied	0.00
Amount Received	0.00

Payment Due 30-Mar-25

BALANCE DUE USD 456,192.00

Invoice

Invoice ID
Date
Page

INUS327247
28-Feb-25
3 of 3

*Tax Note

Ship-to-address Legend*

1 Lebanon Police Dept. - TN
406 Tennessee Blvd
Lebanon, TN 37087-3987
USA

ORDINANCE NO. 25-7180

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE SEVEN (7) SUPPLEMENTS TO TDOT LOCAL CONSTRUCTION
RAILROAD AGREEMENTS FOR THE RAILROAD CROSSING APPROACHES
PROJECTS ON WEST BADDOUR PARKWAY AND SOUTH CUMBERLAND STREET**

**TDOT CONTRACT NOS. CRR070537, CRR070538, CRR070539, CRR070540,
CRR070541, CRR070542, AND CRR070557**

**TDOT PIN NOS. 127609.00, 128516.00, 129121.00, 128447.00, 128449.00, 128448.00, AND
129122.00**

WHEREAS, the Lebanon City Council approved Ordinance Nos. 24-6948 and 24-6997 for TDOT Local Construction Railroad Agreements for Railroad Crossing Approaches Projects on West Baddour Parkway and on South Cumberland Street; and

WHEREAS, it is now necessary to approve supplement agreements with TDOT for the seven railroad agreements; and

WHEREAS, the city will manage the bidding and construction of this project and will be reimbursed 100% by TDOT.

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

Section 1. Supplement #1 for each of the Tennessee Department of Transportation (TDOT) Local Construction Railroad Agreements, Contract Nos. CRR070537, CRR070538, CRR070539, CRR070540, CRR070541, CRR070542, and CRR070557, copies of which are attached hereto and incorporated by reference as if set forth verbatim herein, for the Railroad Crossing Approaches Project at six (6) crossings on West Baddour Parkway (State Route 26) and one (1) crossing on South Cumberland Street within the City of Lebanon, are hereby approved. The Mayor and Commissioner of Finance are hereby authorized to execute such supplements to railroad agreements. Such contracts will be 100% reimbursed by TDOT.

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: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2024-25**

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Street Construction

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
316-33471	State Funds	\$ 2,400,000.00	
	Total	\$ 2,400,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31643153 79300	Railroad Safety Improvements		\$ 2,400,000.00
	Total		\$ 2,400,000.00

REQUESTED BY Kristen Rice

DATE 3/7/2025

DEPARTMENT HEAD Jeff Baines

DATE 3/7/2025

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

TDOT railroad safety projects - Baddour, Hartmann, Castle Heights, Greenwood, Hidden Acres, Babb, S Cumberland. 100% reimbursable.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

August 28, 2024

Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Re: Signal Maintenance, Babb Drive intersection at SR-70 (W Baddour Pkwy) LM 0.21
Lebanon, Wilson
PIN: 129121.00
Federal Project Number: HSIP-R00S(502)
State Project Number: 95945-2578-94
Contract Number: CRR070567

Dear Mr. Clark,

Attached for your files is a copy of the fully executed contract regarding maintenance for the referenced project. The Department will now proceed with the development of the project.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

cc: File

AGREEMENT No: CRR070567
PROJECT IDENTIFICATION No: 129121.00
FEDERAL PROJECT No: HSIP-R00S(502)
STATE PROJECT No: 95945-2578-94

State of Tennessee Department of Transportation

GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY

THIS AGREEMENT, made and entered into this 13th day of August, 2024, by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and The City of Lebanon (hereinafter called the "Agency").

W I T N E S S E I H:

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for Section 130 Railway-Highway Crossings Program funds under 23 U.S.C. § 130; and

WHEREAS, the Department desires to assist the Agency by installing railway-highway crossing safety improvements, which may include various signs, signals, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other items, within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement regarding the maintenance, existence, and use of the Project as described in SECTION 1 below.

SECTION 1: The Project to be performed is described as follows:

"Babb Drive intersection at SR-70 (W Baddour Pkwy)
LM 0.21"

SECTION 2: Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the Project. The Agency acknowledges that where any local road under the jurisdiction

of the Agency ("Local Road") intersects with a state highway or other public road, the Agency's maintenance responsibility for the Local Road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the Local Road abuts the roadway of the state highway or public road.

The Agency's maintenance responsibility described herein includes, but is not limited to, signals and other electrically operated and/or solar powered devices which may be installed as part of the Project. The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices which may be installed as part of the Project, together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar powered devices which may be installed as part of the Project, including but not limited to replacement of solar panels, batteries, lights and lenses.

SECTION 3: The Agency shall assume all liability for third-party claims and damages arising from the maintenance, existence, and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all funds expended, or expenses incurred, under this Agreement.

SECTION 5: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

SECTION 8: The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age,

race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

SECTION 9: The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Department's exercise of its right to terminate this Agreement relieve the Agency of any liability to the Department for any damages or claims arising under this Agreement. All provisions that logically ought to survive termination of this Agreement shall survive.

SECTION 10: This Agreement may be modified only by a written amendment executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

SECTION 11: The Department shall have no liability except as specifically provided in this Agreement.

SECTION 12: The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials, effective as of the last date of signature below.

CITY OF LEBANON

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: <u><i>Rick Bell</i></u> <u>8-15-24</u>	By: <u><i>Howard H. Eley</i></u> <u>Aug 27, 2024</u>
<i>Rick Bell, Mayor</i> Date	<i>Howard H. Eley</i> Date
Attest: <u><i>Stuart Lawson</i></u>	Howard H. Eley Commissioner
APPROVED AS TO <u><i>Stuart Lawson</i></u> FORM AND LEGALITY: <u><i>Commissioner of Finance</i></u>	APPROVED AS TO FORM AND LEGALITY:
By: <u><i>Andrew D. [Signature]</i></u> <u>08/15/2024</u>	By: <u><i>Leslie South</i></u> <u>Aug 27, 2024</u>
<i>Andrew D. [Signature]</i> Date	<i>Leslie South</i> Date
Attorney for Agency	Leslie South General Counsel



SAIN
ASSOCIATES

122 South First Street
Pulaski, Tennessee 38478
Telephone: (931) 424-0300
www.sain.com

March 3, 2025

David Martin
Transportation Engineering Specialist 3
Passenger Transportation, Rail and Freight Division
J.K. Polk Building, 9th Floor
505 Deaderick St, Nashville, TN 37243

SUBJECT: Various Projects
Project Bid Results / Bid Award
Lebanon Local Contract Number CL24003

Dear David:

Bids were opened on Wednesday February 26, 2025 for the subject project. There were two (2) contractors that submitted a bid that included all of the following projects.

TDOT PIN: 128448.00, Federal Proj. No.: HSIP-R-26(74), State Proj. No.: 95009-2215-94
TDOT PIN: 128449.00, Federal Proj. No.: HSIP-R00S(486), State Proj. No.: 95950-2584-94
TDOT PIN: 129122.00, Federal Proj. No.: HSIP-R00S(503), State Proj. No.: 95945-2579-94
TDOT PIN: 128447.00, Federal Proj. No.: HSIP-R-3338(10), State Proj. No.: 95950-2583-94
TDOT PIN: 128516.00, Federal Proj. No.: HSIP-R-4285(13), State Proj. No.: 95950-2585-94
TDOT PIN: 127609.00, Federal Proj. No.: HSIP-R-10(72), State Proj. No.: 95002-2531-94
TDOT PIN: 129121.00, Federal Proj. No.: HSIP-R00S(502), State Proj. No.: 95945-2578-94

The low bid and the engineer's cost estimate were as follows:
Stansell Electric \$2,326,619.00
Engineer's Estimate \$3,874,330.15

Stansell Electric being the apparent low bidder, their bid was reviewed in detail. It was found to be complete with all the necessary documentation included. There were two pricing items found during the review for PIN #129122.00, equating to only a \$222.00 reduction in the overall bid amount.

I would recommend that Lebanon and TDOT move forward with awarding this contract to Stansell Electric.

Sincerely,

TN PE # 104329
Tennessee Branch Manager

Cc: Kristen Rice, P.E.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070539 Supplement 1**

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-831A
Federal Project Number	HSIP-R-3338(10)
State Project Number	95950-2583-94
PIN Number	128447.00
Railroad Company	NERR Railroad
Railroad Milepost	0NT 31.15
Highway (Route)	Castle Heights Ave (03338)
Highway Log Mile	2.11
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon, Tennessee**, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070539, dated the 10th day of May, 2025, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 128447.00, HSIP-R-3338(10), 95950-2583-94, Castle Heights Ave (03338) at LM 2.11 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated March 10, 2023, which estimate is in the amount of \$665,140.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$863,007.00.

To remove the original Exhibit A dated: March 10, 2023

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____

Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

BY: _____

City Attorney

John H. Reinbold
General Counsel

BID FORM - Castle Heights (03338)

PIN: 128447.00 Federal: HSIP-R-3338(10) State: 95950-2583-94

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	1,020.00	1,020.00
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	8,510.00	8,510.00
201-01	CLEARING AND GRUBBING	LS	1	5,690.00	5,690.00
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	150	26.00	3,900.00
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	390	62.00	24,180.00
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	90	125.00	11,250.00
203-06	WATER	M.G.	6	250.00	1,500.00
209-05	SEDIMENT REMOVAL	C.Y.	10	100.00	1,000.00
209-08.07	ROCK CHECK DAM PER	EACH	2	620.00	1,240.00
209-08.08	ENHANCED ROCK CHECK DAM	EACH	3	620.00	1,860.00
209-09.01	SANDBAGS	BAG	50	4.00	200.00
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	450	58.00	26,100.00
307-01.21	ASP. CONC. MIX(PG70-22) (BPMB-HM) GR. A-S	TON	65	225.00	14,625.00
307-02.01	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING A	TON	70	225.00	15,750.00
307-02.08	ASPHALT CONCRETE MIX (PG70-22) (BPMB-HM) GRADING B-M2	TON	45	265.00	11,925.00
402-01	BITUMINOUS MATERIAL FOR PRIME COAT (PC)	TON	1	2,130.00	2,130.00
402-02	AGGREGATE FOR COVER MATERIAL (PC)	TON	2	1,030.00	2,060.00
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1	2,130.00	2,130.00
407-20.05	SAW CUTTING ASPHALT PAVEMENT	L.F.	385	7.00	2,695.00
411-02.10	ACS MIX(PG70-22) GRADING D	TON	35	305.00	10,675.00
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	50	62.00	3,100.00
710-02	AGGREGATE UNDERDRAINS (WITH PIPE)	L.F.	340	26.00	8,840.00
710-05	LATERAL UNDERDRAIN	L.F.	70	41.00	2,870.00
710-06.13	LATERAL UNDERDRAIN ENDWALL (4:1)	EACH	3	310.00	930.00
712-01	TRAFFIC CONTROL	LS	1	27,200.00	27,200.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	60	41.00	2,460.00
712-06	SIGNS (CONSTRUCTION)	S.F.	256	7.00	1,792.00

712-08.03	ARROW BOARD (TYPE C)	EACH	1	930.00	930.00
712-09.01	REMOVABLE PAVEMENT MARKING LINE	L.F.	2000	4.00	8,000.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	48	8.00	384.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	S.F.	62	48.00	2,976.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	725.00	725.00
713-15.07	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.080" THICK)	EACH	4	590.00	2,360.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	4	4,650.00	18,600.00
713-16.20	SIGNS (R3-1 (BLANKOUT NO RIGHT TURN))	EACH	1	3,420.00	3,420.00
713-16.21	SIGNS (R3-2 (BLANKOUT NO LEFT TURN))	EACH	1	3,990.00	3,990.00
713-16.22	SIGNS (R10-6, 24"x36")	EACH	1	260.00	260.00
713-16.23	SIGNS (W10-1, 36" DIA.)	EACH	3	285.00	855.00
713-16.24	SIGNS (W10-2L, 36"x36")	EACH	1	310.00	310.00
713-16.25	SIGNS (W10-2R, 36"x36")	EACH	1	310.00	310.00
714-04.03	CONDUIT (1" RGS)	L.F.	800	30.00	24,000.00
714-05.02	PULL BOXES (TYPE A)	EACH	4	910.00	3,640.00
714-06.08	CABLE (2/C #6 AWG)	L.F.	1000	4.00	4,000.00
714-09.03	LUMINAIRES (250 WATT LED)	EACH	5	2,880.00	14,400.00
716-01.21	SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	EACH	45	78.00	3,510.00
716-01.22	SNOWPLOWABLE RAISED PAVEMENT MARKERS (MONO-DIR)(1 COLOR)	EACH	40	78.00	3,120.00
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	10	41.00	410.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	240	21.00	5,040.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	8	205.00	1,640.00
716-02.08	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	110	4.00	440.00
716-02.11	PLASTIC PAVEMENT MARKING (6" DOTTED LINE)	L.F.	35	2.00	70.00
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	1	8,280.00	8,280.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	3	1,030.00	3,090.00
716-04.01	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	2	310.00	620.00

716-05.20	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	1	2,590.00	2,590.00
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	130	10.00	1,300.00
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	10	105.00	1,050.00
716-08.11	REMOVAL OF WORD PAVEMENT MARKING (DESCRIPTION)	EACH	3	310.00	930.00
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	1	6,210.00	6,210.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	7,240.00	7,240.00
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	1	4,140.00	4,140.00
717-01	MOBILIZATION	LS	1	8,100.00	8,100.00
725-03.28	RAILROAD FLAGMAN	DAY	5	670.00	3,350.00
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	10,100.00	10,100.00
730-01.04	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	9,210.00	9,210.00
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	3	1,510.00	4,530.00
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	7	2,400.00	16,800.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	8	1,780.00	14,240.00
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	1	5,540.00	5,540.00
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	2,300.00	2,300.00
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	1600	1.00	1,600.00
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	120	2.50	300.00
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	1000	20.00	20,000.00
730-12.08	CONDUIT 2" DIAMETER (RGS)	L.F.	400	37.00	14,800.00
730-12.12	CONDUIT 1" DIAMETER (JACK AND BORE)	L.F.	350	47.00	16,450.00
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	L.F.	390	100.00	39,000.00
730-13.08	VEHICLE DETECTOR (RADAR - STOP LINE)	EACH	4	10,500.00	42,000.00
730-13.09	VEHICLE DETECTOR (RADAR - ADVANCE)	EACH	2	11,300.00	22,600.00
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	25,400.00	25,400.00
730-16.14	CONTROLLER (ECONOLITE COBALT C)	EACH	1	6,140.00	6,140.00
730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	EACH	1	27,000.00	27,000.00
730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1	31,100.00	31,100.00

730-25.07	CANTILEVER SIGNAL SUPPORT (1 ARM @ 55')	EACH	1	31,800.00	31,800.00
730-25.11	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	1	37,600.00	37,600.00
730-25.14	CANTILEVER SIGNAL SUPPORT (1 ARM @ 70')	EACH	1	46,400.00	46,400.00
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	7,930.00	7,930.00
740-10.03	GEOTEXTILE (TYPE III) (EROSION CONTROL)	S.Y.	90	11.00	990.00
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	300	3.50	1,050.00
801-03	WATER (SEEDING & SODDING)	M.G.	6	205.00	1,230.00
803-01	SODDING (NEW SOD)	S.Y.	515	8.00	4,120.00
805-01.02	TURF REINFORCEMENT MAT (CLASS II)	S.Y.	410	5.50	2,255.00
**** SEE FOOTNOTES FROM SHEET 2A OF CONTRACT PLANS****				TOTAL BID PRICE = 863,007.00	

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070541 Supplement 1**

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-746K
Federal Project Number	HSIP-R-26(74)
State Project Number	95009-2215-94
PIN Number	128448.00
Railroad Company	NERR Railroad
Railroad Milepost	29.40
Highway (Route)	Frank Baddour Pkwy (SR026)
Highway Log Mile	0.18
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070541, dated the 21st day of May, 2024, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 128448.00, HSIP-R-26(74), 95009-2215-94, Frank Baddour Pkwy (SR026) at LM 0.18 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated August 17, 2023, which estimate is in the amount of \$17,303.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$77,124.00.

To remove the original Exhibit A dated: August 17, 2023

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____
Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

BY: _____

City Attorney

John H. Reinbold
General Counsel

BID FORM - Frank Baddour Pkwy (SR026)					
PIN: 128448.00 Federal: HSIP-R-26(74) State: 95009-2215-94					
ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	1,020.00	1,020.00
411-01.10	WEARING SURFACE (Assumed 1.25" PG64-22 Grading D)	TON	125	240.00	30,000.00
415-01.02	COLD PLANING BITUMINOUS PAVEMENT (Assumed 1.25")	SY	1890	8.00	15,120.00
712-01	TRAFFIC CONTROL	LS	1	5,600.00	5,600.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	EACH	72	8.00	576.00
713-15.36	REMOVE SIGN, SUPPORT, & FOOTING	EACH	4	105.00	420.00
713-16.20	SIGNS (W10-1, ADVANCE WARNING, 36")	EACH	2	285.00	570.00
713-16.22	SIGNS (R8-10, STOP HERE WHEN FLASHING, 36")	EACH	2	260.00	520.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	48	21.00	1,008.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	3	1,030.00	3,090.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	7,240.00	7,240.00
717-01	MOBILIZATION	LS	1	8,610.00	8,610.00
725-03.28	RAILROAD FLAGMAN	DAY	5	670.00	3,350.00
TOTAL BID PRICE =					77,124.00

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070540 Supplement 1**

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-832G
Federal Project Number	HSIP-R00S(486)
State Project Number	95950-2584-94
PIN Number	128449.00
Railroad Company	NERR Railroad
Railroad Milepost	31.63
Highway (Route)	Greenwood St (0A987)
Highway Log Mile	0.44
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070540, dated the 21st day of May, 2024, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 128449.00, HSIP-R00S(486), 95950-2584-94, Greenwood St (0A987) at LM 0.44 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated August 17, 2023, which estimate is in the amount of \$15,910.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$42,951.00.

To remove the original Exhibit A dated: August 17, 2023

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____

Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

BY: _____

City Attorney

John H. Reinbold
General Counsel

BID FORM - Greenwood St (0A987)					
PIN: 128449.00 Federal: HSIP-R00S(486) State: 95950-2584-94					
ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	1,020.00	1,020.00
701-01.01	CONCRETE SIDEWALK	S.F.	310	25.00	7,750.00
701-02.03	CONCRETE CURB RAMP	S.F.	80	43.00	3,440.00
712-01	TRAFFIC CONTROL	LS	1	4,040.00	4,040.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	EACH	24	47.00	1,128.00
713-15.36	REMOVE SIGN, SUPPORT, & FOOTING	EACH	4	105.00	420.00
713-16.20	SIGNS (W10-1, ADVANCE WARNING, 36")	EACH	2	285.00	570.00
713-16.21	SIGNS (W10-4, GRADE CROSSING/INTERSECTION ADV. WARNING, 36")	EACH	1	310.00	310.00
713-16.23	SIGNS (R1-1, STOP, 36")	EACH	1	325.00	325.00
716-02.03	PLASTIC PAVEMENT MARKING (CROSSWALK)	L.F.	54	16.00	864.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	54	21.00	1,134.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	1,030.00	2,060.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	7,240.00	7,240.00
717-01	MOBILIZATION	LS	1	9,300.00	9,300.00
725-03.28	RAILROAD FLAGMAN	DAY	5	670.00	3,350.00
TOTAL BID PRICE =					42,951.00

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070537 Supplement 1**

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-828S
Federal Project Number	HSIP-R-4285(13)
State Project Number	95950-2585-94
PIN Number	128516.00
Railroad Company	NERR Railroad
Railroad Milepost	30.13
Highway (Route)	Hartman Dr (04285)
Highway Log Mile	4.50
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070537, dated the 21st day of May, 2024, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 128516.00, HSIP-R-4285(13), 95950-2585-94, Hartman Dr (04285) at LM 4.50 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated March 10, 2023, which estimate is in the amount of \$442,898.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$646,544.00.

To remove the original Exhibit A dated: December 5, 2016

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____
Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

BY: _____

City Attorney

John H. Reinbold
General Counsel

BID FORM - Hartmann Dr (04285)
PIN: 128516.00 Federal: HSIP-R-4285(13) State: 95950-2585-94

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	\$1,020.00	\$1,020.00
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$7,450.00	\$7,450.00
209-05	SEDIMENT REMOVAL	C.Y.	5	\$100.00	\$500.00
712-01	TRAFFIC CONTROL	LS	1	\$11,800.00	\$11,800.00
712-06	SIGNS (CONSTRUCTION)	S.F.	224	\$7.00	\$1,568.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	36	\$8.00	\$288.00
713-14.21	STREET NAME SIGN (RIGID 0.100IN THICK)	S.F.	45	\$56.00	\$2,520.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	\$620.00	\$620.00
713-15.07	SUSPENDED FLAT SHEET ALUMINUM SIGN (0.080" THICK)	EACH	4	\$865.00	\$3,460.00
713-16.01	CHANGEABLE MESSAGE SIGN UNIT	EACH	4	\$4,650.00	\$18,600.00
713-16.20	SIGNS (R3-1 (BLANKOUT NO RIGHT TURN))	EACH	1	\$3,420.00	\$3,420.00
713-16.21	SIGNS (R3-1 (BLANKOUT NO LEFT TURN))	EACH	1	\$3,990.00	\$3,990.00
713-16.22	SIGNS (W10-2L, 36"x36")	EACH	1	\$310.00	\$310.00
713-16.23	SIGNS (W10-1, 36" DIA.)	EACH	2	\$285.00	\$570.00
713-16.24	SIGNS (W10-2R, 36"x36")	EACH	1	\$310.00	\$310.00
713-16.25	SIGNS (R8-8, 24"x30")	EACH	2	\$235.00	\$470.00
713-16.26	SIGNS (R8-10, 24"x36")	EACH	1	\$260.00	\$260.00
714-04.03	CONDUIT (1" RGS)	L.F.	800	\$30.00	\$24,000.00
714-05.02	PULL BOXES (TYPE A)	EACH	4	\$910.00	\$3,640.00
714-06.08	CABLE (2/C #6 AWG)	L.F.	930	\$4.00	\$3,720.00
714-09.03	LUMINAIRES (250 WATT LED)	EACH	4	\$2,880.00	\$11,520.00
716-01.21	SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	EACH	23	\$78.00	\$1,794.00
716-01.22	SNOWPLOWABLE RAISED PAVEMENT MARKERS (MONO-DIR)(1 COLOR)	EACH	48	\$78.00	\$3,744.00
716-02.04	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	25	\$41.00	\$1,025.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	320	\$21.00	\$6,720.00

716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$205.00	\$1,230.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	75	\$47.00	\$3,525.00
716-02.11	PLASTIC PAVEMENT MARKING (6" DOTTED LINE)	L.F.	20	\$2.00	\$40-
716-02.12	PLASTIC PAVEMENT MARKING (8IN LINE)	L.M.	1	\$8,280-	\$8,280-
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	5	\$1,020-	\$5,150-
716-08.03	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	80	\$6-	\$480-
716-08.04	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	25	\$16-	\$400-
716-08.05	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	760	\$10-	\$7600-
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	EACH	6	\$105-	\$630-
716-08.09	REMOVAL OF PAVEMENT MARKING (DOTTED LINE)	L.F.	20	\$1.50	\$30-
716-08.11	REMOVAL OF WORD PAVEMENT MARKING (RXR)	EACH	7	\$310-	\$2170-
716-08.12	REMOVAL OF WORD PAVEMENT MARKING (ONLY)	EACH	1	\$105-	\$105-
716-08.20	REMOVAL OF PAVEMENT MARKING (LINE)	L.M.	1	\$6210	\$6210-
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	\$7240-	\$7240-
716-13.02	SPRAY THERMO PVMT MRKNG (60 mil) (6IN LINE)	L.M.	1	\$4140-	\$4140-
717-01	MOBILIZATION	LS	1	\$61,700-	\$61,700-
725-03.28	RAILROAD FLAGMAN	DAY	5	\$670-	\$3350-
730-01.02	REMOVAL OF SIGNAL EQUIPMENT	EACH	1	\$16,300-	\$16,300-
730-01.04	MODIFICATION OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$12,100-	\$12,100-
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	EACH	3	\$1510-	\$4530-
730-02.17	SIGNAL HEAD ASSEMBLY (150 A2H WITH BACKPLATE)	EACH	6	\$2400-	\$14,400-
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	9	\$1780-	\$16020-
730-03.24	INSTALL PULL BOX (FIBER OPTIC-TYPE B)	EACH	1	\$5540-	\$5540-
730-05.01	ELECTRICAL SERVICE CONNECTION	EACH	1	\$2300-	\$2300-
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	L.F.	2000	\$2.00	\$4,000-
730-08.04	SIGNAL CABLE - 9 CONDUCTOR	L.F.	50	\$2.50	\$125-

730-11.01	STEEL CONDUIT RISER ASSEMBLY	EACH	1	\$415.-	\$415.-
730-12.01	CONDUIT 1" DIAMETER (PVC)	L.F.	475	\$17.-	\$8075.-
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F.	500	\$20.-	\$10,000.00
730-12.08	CONDUIT 2" DIAMETER (RGS)	L.F.	50	\$38.-	\$1900.-
730-12.14	CONDUIT 3" DIAMETER (JACK AND BORE)	L.F.	375	\$59.-	\$22,125.00
730-13.08	VEHICLE DETECTOR (RADAR-STOPLINE)	EACH	4	\$10,700.-	\$42,800.-
730-13.09	VEHICLE DETECTOR (RADAR-ADVANCE)	EACH	2	\$11,200.-	\$22,400.-
730-15.32	CABINET (EIGHT PHASE BASE MOUNTED)	EACH	1	\$25,400.-	\$25,400.-
730-16.14	CONTROLLER (ECONOLITE COBALT C)	EACH	1	\$6,140.-	\$6,140.-
730-25.01	CANTILEVER SIGNAL SUPPORT (1 ARM @ 50')	EACH	1	\$30,500.-	\$30,500.-
730-25.11	CANTILEVER SIGNAL SUPPORT (1 ARM @ 60')	EACH	2	\$36,600.-	\$73,200.-
730-25.18	CANTILEVER SIGNAL SUPPORT (1 ARM @ 90')	EACH	1	\$87,600.-	\$87,600.-
730-26.11	COUNTDOWN PED SGNL HEAD W/AUDIBLE PUSH BUTTON & 15IN SIGN	EACH	2	\$2150.-	\$4300.-
730-35.06	BATTERY BACK-UP AND POWER CONDITIONER	EACH	1	\$8,780.-	\$8,780.-
740-11.02	TEMPORARY SEDIMENT TUBE 12IN	L.F.	570	\$3.50.-	\$1,995.-
**** SEE FOOTNOTES FROM SHEET 2 OF CONTRACT PLANS****					TOTAL BID PRICE = \$646,544.-

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement CRR070542 Supplement 1

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-829Y
Federal Project Number	HSIP-R00S(503)
State Project Number	95945-2579-94
PIN Number	129122.00
Railroad Company	NERR Railroad
Railroad Milepost	30.43
Highway (Route)	Hidden Acre Dr (0A981)
Highway Log Mile	0.02
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070542, dated the 6th day of June, 2024, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 129122.00, HSIP-R00S(503), 95945-2579-94, Hidden Acres Dr (0A981) at LM 0.02 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated August 17 2023, which estimate is in the amount of \$7,695.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$26,001.00.

To remove the original Exhibit A dated: August 17, 2023

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____
Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

BY: _____

City Attorney

John H. Reinbold
General Counsel

BID FORM - Hidden Acres Dr (0A981)					
PIN: 129122.00 Federal: HSIP-R00S(503) State: 95945-2579-94					
ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	1,020.00	1,020.00
712-01	TRAFFIC CONTROL	LS	1	1,370.00	1,370.00
713-02.21	SIGN POST DELINEATION ENHANCEMENT	EACH	33	8.00	192.00
713-15.36	REMOVE SIGN, SUPPORT, & FOOTING	EACH	7	105.00	420.00
713-16.20	SIGNS (W10-1, ADVANCE WARNING, 36")	EACH	1	285.00	285.00
713-16.21	SIGNS (W10-3, GRADE CROSSING/INTERSECTION ADVANCE WARNING, 36")	EACH	2	310.00	620.00
713-16.22	SIGNS (R1-1, STOP, 36")	EACH	1	325.00	325.00
713-16.23	SIGNS (R8-8, DO NOT STOP ON TRACKS, 24"X30")	EACH	1	235.00	235.00
713-16.24	SIGNS (R8-10, STOP HERE WHEN FLASHING, 24"X36")	EACH	2	260.00	520.00
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	25	21.00	1,134.00
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	2	1,030.00	2,060.00
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	7,240.00	7,240.00
717-01	MOBILIZATION	LS	1	7,230.00	7,230.00
725-03.28	RAILROAD FLAGMAN	DAY	5	670.00	3,350.00
TOTAL BID PRICE =					26,001.00

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

FREIGHT & LOGISTICS DIVISION
SUITE 900, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-4031

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

March 3, 2025

Mr. Lee Clark, Public Works Administrator
City of Lebanon
200 North Castle Heights Avenue, Suite 300
Lebanon, TN 37087

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070557 Supplement 1**

Dear Mr. Clark:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Lebanon for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-838X
Federal Project Number	HSIP-R-10(72)
State Project Number	95002-2531-94
PIN Number	127609.00
Railroad Company	NERR Railroad
Railroad Milepost	32.34
Highway (Route)	S Cumberland St (SR010)
Highway Log Mile	13.94
City, County	Lebanon, Wilson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City for the performance of this work.

Please have the appropriate City representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City may begin work.

If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

A handwritten signature in black ink that reads "Erik Andersen DM". The signature is written in a cursive, slightly slanted style.

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City Supplemental Agreement (1 copy)

Cc: File



SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Lebanon**, Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070557, dated the 21st day of May, 2024, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 127609.00, HSIP-R-10(72), 95002-2531-94, S Cumberland St (SR101) at LM 13.94 located in Lebanon, Wilson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated April 2, 2024, which estimate is in the amount of \$43,756.00.

And replace with the following language:

WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated February 27, 2025, which estimate is in the amount of \$55,576.00.

To remove the original Exhibit A dated: April 2, 2024

And replace with the attached Exhibit A dated: February 27, 2025

It is understood that the above are the only changes made in said Agreement.

IN WITNESS WHEREOF, the parties have executed this Supplement.

City of Lebanon, Tennessee

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____

BY: _____
Howard H. Eley, Deputy Governor &
Commissioner of Transportation

DATE: _____

DATE: _____

ATTEST: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____

City Attorney

BY: _____

John H. Reinbold
General Counsel

BID FORM - Cumberland St (SR010)

PIN: 127609.00 Federal: HSIP-R-10(72) State: 95002-2531-94

ITEM NO.	DESCRIPTION	UNIT	QUANT.	UNIT PRICE	PRICE
104-03.01	ADDITIONAL WORK (RAILROAD FLAGMAN SETUP FEE)	LS	1	\$1020-	\$1020-
701-01.01	CONCRETE SIDEWALK	S.F.	400	\$20-	\$8000-
701-02.03	CONCRETE CURB RAMP	S.F.	200	\$36-	\$7200-
712-01	TRAFFIC CONTROL	LS	1	\$4630-	\$4630-
713-02.21	SIGN POST DELINEATION ENHANCEMENT	L.F.	24	\$8-	\$192-
713-15.36	REMOVE SIGN, SUPPORT, & FOOTING	EACH	4	\$105-	\$420-
713-16.20	SIGNS (R1-1, STOP, 36"x36")	EACH	1	\$325-	\$325-
713-16.21	SIGNS (R3-2, NO LEFT TURN, 36"x36", mounted on cantilever)	EACH	1	\$705-	\$705-
713-16.22	SIGNS (R3-2, NO LEFT TURN, 24"x24", mounted with Stop sign)	EACH	1	\$78-	\$78-
713-16.23	SIGNS (W10-1 ADVANCE WARNING 36")	EACH	3	\$285-	\$855-
716-01.21	SNOWPLOWABLE RAISED PAVEMENT MARKERS (BI-DIR) (1 COLOR)	EACH	42	\$78-	\$3276-
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	60	\$21-	\$1260-
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3	\$205-	\$615-
716-03.01	PLASTIC PAVEMENT MARKING (ONLY)	EACH	2	\$465-	\$930-
716-03.02	PLASTIC WORD PAVEMENT MARKING (RXR)	EACH	7	\$1020-	\$7210-
716-12.02	ENHANCED FLATLINE THERMO PVMT MRKNG (6IN LINE)	L.M.	1	\$7240-	\$7240-
717-01	MOBILIZATION	LS	1	\$8270-	\$8270-
725-03.28	RAILROAD FLAGMAN	DAY	5	\$670-	\$3350
				TOTAL BID PRICE =	\$55,576-

Any costs associated with the RJ Corman railroad entrance permit and insurance shall be included in other items bid.

ORDINANCE NO. 25-7181

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE ENGINEERING DEPARTMENT
TO ADD BANK SERVICE CHARGE LINE ITEM FOR
ONLINE CITYWORKS PAYMENTS**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7021 on June 18, 2024, to adopt the 2024 – 2025 fiscal year budget; and

WHEREAS, it is now necessary to establish a bank service charge line item for the Engineering Department for online Cityworks payments; and

WHEREAS, the required budget amendment is detailed on the form attached hereto by reference as though 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 2024 – 2025 fiscal year budget as follows:

Department: Engineering

From: 11043150-72520 Engineering \$5,000.00

To: 11043150-76910 Bank Service Charge \$5,000.00

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: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2024-2025**

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

DEPARTMENT Engineering

RCVD MAR 7 2025

TRANSFER FROM


G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-72520	Engineering	\$ 5,000.00	
Total		\$ 5,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-76910	Bank Service Charge		\$ 5,000.00
Total			\$ 5,000.00

REQUESTED BY Mattie Neely

DATE 3/7/2025

DEPARTMENT HEAD Jeff Baines 

DATE 3/7/2025

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Amend Engineering Budget to add bank service charge line item. 2.5% processing fee will be credited back

ORDINANCE NO. 25-7182

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS
FINANCIAL CONSULTANTS, INC. FOR STORMWATER UTILITY FEE
ASSESSMENT AND TO APPROVE THE RELATED BUDGET AMENDMENT**

WHEREAS, it is now necessary to conduct an assessment of the stormwater utility fee;
and

WHEREAS, the city requested quotes for this project and the Commissioner of Public Services and Engineering Director of Development have selected Raftelis Financial Consultants, Inc.; 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 Professional Services Agreement between the City of Lebanon and Raftelis Financial Consultants, Inc., attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute such agreement.

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2024 – 2025 fiscal year budget as follows:

Department: Stormwater

From: 120090000-79000 Budget Fund Balance \$200,000.00

To: 12043000-72900 Contractual Services \$200,000.00

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2023-2024**

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

DEPARTMENT Stormwater

RCVD MAR 7 2025

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
120090000	Budget Fund Balance	\$ 200,000.00	
	Total	\$ 200,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12043000-72900	Contractual Services		\$ 200,000.00
	Total		\$ 200,000.00

REQUESTED BY Mattie Neely

DATE 3/7/2025

DEPARTMENT HEAD Jeff Baines 

DATE 3/7/2025

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

Amend Stormwater budget to award Stormwater Utilitiy Fee RFQ to Raftelis

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND

RAFTELIS FINANCIAL CONSULTANTS, INC.

This Consulting Agreement (“Agreement”) is entered into this ____ day of _____, 2025 (hereinafter referred to as the effective date of the agreement) by and between, _____ (the “Client”) and Raftelis Financial Consultants, Inc., 227 W. Trade Street, Suite 1400, Charlotte, NC 28202 (“Raftelis”).

Witnesseth

WHEREAS, Raftelis is engaged and experienced in public finance, management, and pricing, and service delivery, and WHEREAS, The Client desires to hire Raftelis and Raftelis agrees to provide services to the Client, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1 – Statement of Work

Raftelis shall provide professional consulting services to prepare _____ for Client. Raftelis will perform the services as set forth in its proposal sent to Client dated _____ and included herein as Attachment A, the “Scope.”

Article 2 – Time for Completion

This Agreement will commence upon approval by the Client and remain in effect for a period of one year. Further renewals of this Agreement are at the option of and shall be mutually agreed to by the Parties.

Article 3 – Compensation

Client shall pay to Raftelis the sum not to exceed \$_____, which includes professional fees and direct expenses incurred in performing the Scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the Scope of work contained herein at Raftelis’ current standard hourly rate schedule included in Attachment B. Any expansion of the Scope of work by the Client shall involve discussion of and agreement about additional fees and time by both parties.

Raftelis shall submit invoices to the Client on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the

individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, the Client will remit payment of same amount to Raftelis within 30 days.

Article 4 – Additional Services

At the Client's request, Raftelis may submit proposals for additional professional services. Each proposal submitted shall detail: (1) Scope of work for the additional services; (2) period of services to be performed; and (3) method and amount of compensation. The Client shall provide written acceptance and authorization to Raftelis prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the Client shall become part of this Agreement and shall be governed by the terms and conditions contained herein.

Article 5 – Place of Performance

Raftelis shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the Client.

Article 6 – Indemnification

Raftelis hereby agrees to indemnify and defend the Client, its officers, directors, managers, and employees ("Indemnified Party" or "Indemnified Parties") and to hold the Indemnified Parties harmless against third party claims, costs, and expenses, including reasonable attorney's fees, action, or demands against the Indemnified Parties and against damages for injury to or death of any person and for loss of or damage to all property caused by the negligent acts, errors, or omissions of Raftelis in performing this Agreement, except to the extent the claims, demands, liabilities, cost, and expenses are caused by the negligent acts, errors, or omission of an Indemnified Party.

Article 7 – Insurance

Raftelis shall maintain the types and levels of insurance during the life of this Agreement as specified below. The Client will be named as additional insured on Raftelis' Certificates of Insurance and Raftelis will provide the Client with these Certificates of Insurance.

Commercial General Liability Insurance – \$1,000,000 for each occurrence and \$2,000,000 in the aggregate

Comprehensive Automobile Liability Insurance – \$1,000,000 combined single limit each occurrence – hired and non-owned only

Workers Compensation Insurance – Statutory limits

Professional Liability Insurance – \$5,000,000 occurrence and \$5,000,000 in excess

Excess or Umbrella Liability – \$5,000,000 occurrence and \$5,000,000 in the aggregate

Cyber Security – \$5,000,000

Article 8 – Confidential Information

Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from the Client, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as “confidential” disclosed to Raftelis by the Client (“Confidential Information”) without first obtaining written permission from the Client. All tangible embodiments of such information shall be delivered to the Client or the destination of such information by Raftelis requested by the Client. The Client acknowledges Raftelis has the right to maintain its own set of work papers, which may contain Confidential Information.

Article 9 – Independent Contractor Status

It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis’ employees will not be considered employees of the Client within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. Raftelis’ employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker’s compensation, and unemployment insurance. Further, the Client shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis’ employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

Article 10 – Reliance on Data

In performance of the services, it is understood that the Client and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis’ control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis’ Scope of services.

Article 11 – Standard of Performance

Raftelis will perform the services under this Agreement in accordance with the standard of professionals in its industry prevailing at the time and place the services are performed. Raftelis’ opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and

Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Client's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Client.

Article 12 – No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 13 – Termination of Work

This Agreement may be terminated as follows:

1. **By Client.** (a) for its convenience on 30 days' notice to Raftelis; or (b) for cause, if Raftelis materially breaches this Agreement through no fault of Client and Raftelis neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Raftelis.
2. **By Raftelis.** (a) for cause, if Client materially breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, Raftelis shall be compensated for all work properly performed prior to the effective date of termination.

(Remainder of page intentionally left blank)

Article 14 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the Client:

If for Raftelis:

Name

Raftelis Financial Consultants, Inc.

227 W. Trade Street

Title

Suite 1400

Charlotte, NC 28202

Address

Article 15 – Ownership of Work Product

All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the property of the Client; provided that any use other than as contemplated in this Agreement or any alteration or modification of the Work Product shall be at the sole risk of Client, and Client shall indemnify, defend and hold Raftelis harmless from any claim, demand, liability, cost or expenses incurred by Raftelis from such use or modification. Nothing contained herein shall be deemed an assignment, transfer, or divestiture of its use by Raftelis of any of its trade secrets, know-how, or intellectual property.

Article 16 – Compliance with Applicable Laws

Raftelis is an equal opportunity employer and complies with all federal, state, and local fair employment practices laws. Raftelis strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, national origin or ancestry, gender identity, sexual orientation, marital status, sex, pregnancy, age, disability, past, current, or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law. All Raftelis employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, corrective action, compensation, benefits, and termination of employment.

Any act of discrimination committed by Raftelis in the course of its performance under this Agreement, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 17 – General Provisions

- A. Entire Agreement: This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof.
- B. Waiver: The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
- C. Relationship: Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Raftelis and the Client; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.
- D. Assignment and Delegation: Neither Party shall assign this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.
- E. Severability: If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- F. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.
- G. Paragraph Headings: The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the Scope or intent of this Agreement and are to be given no legal effect.
- H. Third Party Rights: Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third-party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date

This is to certify that an appropriation in the amount of this contract is available therefore and that _____ has been authorized to execute the contract and approve all requisitions and change orders.

By: _____
Signature

Title

ATTACHMENT A

STATEMENT OF WORK/ENGAGEMENT LETTER

RAFTELIS' 2025 STANDARD HOURLY BILLING RATES

Position	Hourly Billing Rate*
Chair/Chair Emeritus	\$500
Chief Executive Officer/President	\$475
Executive Vice President	\$425
Vice President	\$375
Senior Manager	\$340
Recruiter	\$310
Principal/Senior Advisor	\$310
Manager	\$295
Senior Consultant	\$260
Executive Coach	\$260
Consultant	\$230
Creative Director	\$230
Associate Consultant	\$195
Graphic Designer	\$170
Analyst	\$150
Administration	\$100
Technology/Communications Charge**	\$10

* These rates will be in effect for calendar year 2025 and will then increase annually by three percent (3%) unless specified otherwise by contract.

** Technology/Communications Charge – This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

*** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

City of Lebanon, TN Stormwater Utility Fee Assessment

PROPOSED SCOPE OF WORK

Phase 1

Task 1: Project Initiation and Management

Task 1A: Project Kickoff

We believe that a productive kick-off meeting is the most effective way to begin a program assessment of this nature and to ensure that the project starts and stays on track. This meeting will provide both a forum to finalize details of the project scope, work plan, schedule, and data needs with City staff as well as an opportunity for City staff to meet with the Raftelis project team. We will also discuss and document the City's project objectives in detail, ensuring that we understand the overall goals and expected outcomes of the project. Correctly and collaboratively identifying these items at the outset will help ensure the success of the project.

Task 1B: Project Management (Phase 1)

Project management activities will also be covered as part of the recommended project kickoff meeting. This task includes project management for Phase 1 of the project. Our management approach stresses transparency, communication, teamwork, objectivity, and accountability for meeting project objectives. Management responsibilities extend to general administrative duties such as client correspondence, billing assistance, and project documentation.

In order to successfully complete the project, Raftelis will be in regular and frequent communication with City staff regarding data requests, current and upcoming tasks, and reviewing preliminary and final results. These efforts provide for consistent and competent project management to ensure that deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach to maintain awareness of the project's status. We will work with City staff to establish routine communication touchpoints throughout the project (e.g., monthly project reviews, bi-weekly touchpoints) to review progress and alternatives, make decisions, and ensure that we maintain compliance with expectations and schedules.

Task 1C: Data Collection and Review

Following the kickoff meeting, Raftelis will prepare a comprehensive data request for information required to complete the required scope of services. Raftelis will work with City staff to collect the appropriate program, level of service, fee data, and financial and operational data including but not limited to the City's (or Stormwater Program's) Operating and Capital Budgets, CIP, cash flow projections, Stormwater Master Plans, stormwater system replacement/repair projects not included in current budget documents, current and projected staffing levels, GIS data, and other applicable information as available. Raftelis also will work with City staff to collect historical budget documents, audit reports, ordinances, policies, standard operating procedures, tax parcel and land use data, aerial imagery, zoning data, and impervious area data as available.

Raftelis will assess the data for data accessibility, quality, maintenance requirements, and gaps/completeness. If there are issues with available data that may prevent the completion of some task activities, Raftelis will work with the City to identify recommendations for data development required to support task completion or develop alternatives, as needed. Additionally, the completion of project tasks is contingent upon the timely receipt of the requested information. The schedule for collection and transfer of the requested data will be discussed in further detail as part of the project initiation activities.

Task 2: Billing Data Assessment

The goal of this task is to assess the accuracy of the City's current stormwater charges with the intent of identifying incorrect or missing bills that are impacting the City's stormwater fee revenue. The City seeks to confirm that stormwater fees are being charged to customers in fair, equitable, and consistent manner to maintain customer confidence in the fee. The correct billing of customers under the current stormwater fee rate structure is a top priority of the City before implementing any future rate structure and rate modifications.

Task 2A: Review Billing Data

Raftelis will perform a detailed review of billing data in the billing system and compare that dataset to current impervious area on a parcel-by-parcel basis. We are looking at two components of accuracy: 1) Is the fee calculating correctly based on underlying data and billing policies, and 2) Is the underlying data accurate to the property's impervious area (or whatever the metric is)?

Raftelis will acquire and manipulate the billing and GIS data to independently calculate expected customer bills. These expected bills will then be compared to the actual customer bills from the most recent three billing periods. Differences between the expected bills and the actual customer bills will be evaluated to determine any trends in these differences.

GIS data will also be reviewed for quality and to ensure that all parcels that should be charged a stormwater fee are being charged a stormwater fee and that parcels that are being charged a stormwater fee are being charged as expected based on impervious area.

The billing analysis will primarily be performed in an enterprise database environment and will result in tables and charts that summarize the results of the data comparison and history of billing within the City.

It is expected that this task and Task 2B: Review of Utility Billing System will happen coincidentally.

Task 2B: Review Existing Utility Billing System

We understand that the City of Lebanon utilizes Citisen™ Portal as the billing system for the Stormwater Utility Fee. The City has indicated that there have been challenges utilizing the billing system to access information needed to support program needs. Raftelis will perform a review of the existing billing system as it pertains to effective and efficient administration of stormwater fee billing. The billing system review will focus on both current state (e.g. data, functionality, issues, business process support) as well as the potential future state (e.g. can the billing system handle potential rate structure modifications). This review will also consider what coordination with billing system vendors or contractors may be required in order to implement a rate structure modification.

The review of the billing system would focus on the following activities:

- Core users – interviews with knowledgeable staff to gain perspectives and insights as to the implementation, functionality and effectiveness of the billing system in conduction stormwater billing activities.
- Data structures – information on the schema(s) and structure(s) of related stormwater billing data will need to be collected and reviewed (e.g. account information, fees, payments, maintenance activities, etc.).
- Billing policies & procedures – information on any processes or policies in place for managing billing data will be reviewed.
- Data maintenance – review of functionality available for individual and bulk data updates will be reviewed. Future account and fee structure modifications to support potential updates will also be part of this review.
 - If the City decides to implement modifications to the fee structure and rates, we will evaluate the implications of using the current billing system and propose alternative options. This analysis will require collaboration with billing system support staff or contractors to understand data necessary for uploading storm water fee information and creating new accounts.

The evaluation will identify if the potential rate structure modifications would work in the current billing system, or, identify potential issues or limitations of the current billing system for handling potential rate structure modifications.

The results of the assessment and billing data review will be summarized in a technical memorandum.

Task 2C. Current Billing Modification Implementation

It is expected that an outcome of Task 2A will be the identification of stormwater fees that are not currently being correctly billed in the billing system (overbilled or underbilled). It is also known that the billing stormwater fees to developed properties without a water meter (stormwater only properties) has been a challenge for the City. Raftelis will work with City billing staff to identify and implement solutions to update bills that are not currently being billed correctly and to begin billing for stormwater only properties.

In addition, Raftelis will work with City staff to consider corrections, such as back-billing and adjustments, for customers that have been underbilled or overbilled for stormwater.

Task 3: Data Development and Rate Structure Alternatives

Included in this task are subtasks related to rate structure, rates, and billing considerations for the stormwater fee.

Task 3A: Data Development – ERU and Units of Service

Raftelis will review current parcel data against the City's most recent imagery (source – Nearmap) and best available impervious areas data layer to assist in the development of the Equivalent

Residential Unit (ERU), which is the community-specific unit of impervious surface area, representing the amount of impervious area on a typical single family residential detached property.

To establish the City's ERU, we will review and edit available data to accurately calculate impervious surfaces on a sample set of 400 single family residential (SFR) properties. Alternatively, if available, existing single family residential data may be used to establish the ERU. Raftelis will also determine if the available impervious surface area on each non-single family residential property (commercial, industrial, institutional, multi-family, etc.) in the City's service area is sufficient to support a rate structure based on ERUs.

We understand that building footprint and developed feature data provided by the County Assessor currently serves as the source data for the placement of properties within tiers in the current rate structure. It is expected that the City will seek to transition to using measured impervious area as the basis for the stormwater fee. The extent of the level of effort for this task will be finalized as part of the Task 1C Data Collection and Review efforts. However, it is estimated that impervious area will need to be delineated for approximately 4,500 non-residential parcels in addition to the 400 single family residential parcels that are included in the sample to determine the ERU value. Delineation of impervious surfaces included in the residential sample and non-single family properties is not to exceed \$30,000.



Example of digitized impervious area for a non-single family residential property. Measured impervious area is shown in translucent blue.

Raftelis will use the impervious area data to calculate the ERUs for every billable parcel in the City as needed to support the consideration of rate structure alternatives discussed in Task 3B. The units of service for each rate structure will be incorporated into the financial planning model discussed in Task 3C to support the development of rates for each of the rate structure alternatives.

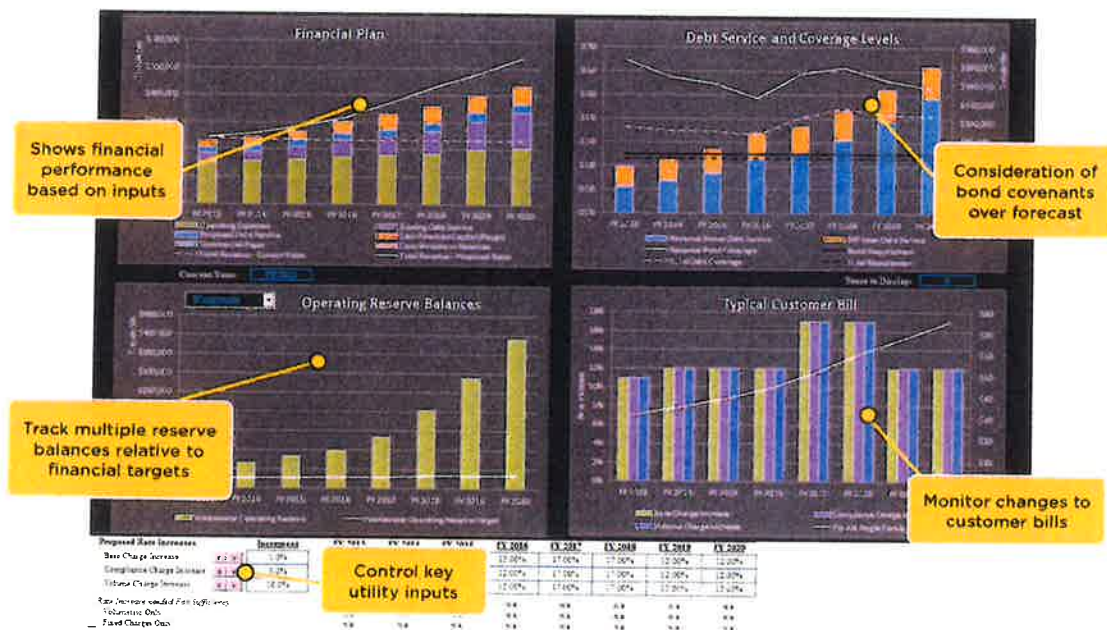
Task 3B: Develop Stormwater Rate Structure Alternatives

Raftelis will evaluate the current stormwater rate structure taking into account the City's concerns such as equity, data maintenance, and revenue generation. Advantages and disadvantages of the rate structure will be identified and discussed with the City. Raftelis will then identify and discuss with the City up to three (3) alternative fee structures following equitable and commonly used practices in the stormwater utility industry. These alternatives may include flat or tiered structures based on impervious area, and different methods of customer classification. The alternatives will take into consideration potential billing system limitations (as determined in Task 2B), an updated stormwater fee credit program, and other potential policy changes.

Rate structures discussed in this task will be incorporated into the financial planning model developed under Task 3C to more fully understand the rate and customer impact implications of a change in rate structure.

Task 3C: User Friendly Stormwater Rate Model

Raftelis will provide an open-source Microsoft Excel-based financial model to calculate rates under different rate structure alternatives using revenue and program requirements and estimated units of service as described above. The model will include a final rate calculation under the preferred rate structure and a pro forma cash flow. Raftelis will work with City staff to select a preferred rate structure from among the alternatives, including the potential rate methodologies. The City will be able to use the model to update revenue requirements and revenue projections as the stormwater program evolves. Users of this tool will be able to edit inputs and assumptions, in addition to revenue requirements, to impact rates and perform subsequent analyses.



Raftelis will develop a customized model that allows quick decision making by visually displaying impacts of changes to selected variables.

The rate model will incorporate the alternative fee structures and rate calculation methodologies that were identified. The model can include a dashboard to develop rate calculations under the three fee structures and levels of service options, examine customer impacts, highlight key financial metrics, and provide cash flow statements. The model can also have the ability to evaluate different billing and administrative policies, such as fee adjustments (exemptions and credits). During the course of the project, City staff could be provided with draft, working copies of the rate model in Microsoft Excel so that they would be able to provide input in the development of the model.

Phase 2

Task 4: Project Management (Phase 2)

This task includes project management for Phase 2 of the project. Our management approach stresses transparency, communication, teamwork, objectivity, and accountability for meeting project objectives. Management responsibilities extend to general administrative duties such as client correspondence, billing assistance, and project documentation.

In order to successfully complete the project, Raftelis will be in regular and frequent communication with City staff regarding data requests, current and upcoming tasks, and reviewing preliminary and final results. These efforts provide for consistent and competent project management to ensure that deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach to maintain awareness of the project's status. We will work with City staff to establish routine communication touchpoints throughout the project (e.g., monthly project reviews, bi-weekly touchpoints) to review progress and alternatives, make decisions, and ensure that we maintain compliance with expectations and schedules.

Task 5: Customer Impacts and Implementation Considerations

With a change in rate structure, it is expected that some customers will experience a change in their stormwater charge. For each customer, impacts will be calculated and ranked in order of impact. Customers that will receive a stormwater charge for the first time will also be identified. This information will be summarized and reviewed with the City.

Based on the results of the customer impact analysis and discussions with the City, options to potentially mitigate some of the customer impacts as the transition to the new rate structure will be discussed. Some of these may include a phased in approach and/or a capped approach. These approaches will be modeled and discussed with the City. Approaches to customer communication and outreach will also be discussed.

Task 6: Update Policies and Procedures

Raftelis will review the City's financial and billing policies and procedures including appeals, adjustments, and data maintenance. Raftelis will provide recommendations for updates to the City's existing stormwater policies and procedures moving forward as the City implements a new stormwater rate structure. These policies and procedures may include financial and reserve policies, initiation of billing, impervious area data development procedures, data maintenance procedures, credit policy review and approval procedures, procedures for appeals, and other policies and procedures identified by the City pertaining to the stormwater fee.

Task 7: Rate and Rate Structure Finalization

Based on the results and analysis from Tasks 3, 5, and 6 Raftelis will work with City to finalize all of the details associated with the new rate structure including the rate structure itself, credit program details, customer impact considerations, and updated policies and procedures. A final recommended rate for FY27 to accompany the implementation with the new rate structure in Summer 2026 will also be finalized.

Task 8: Implementation Support

Working with City legal staff, the Raftelis will identify stormwater ordinances or resolutions that may need to be updated with the implementation of a new stormwater fee rate structure and/or rates. The ordinance will need to address credits, adjustments, appeals, incentives, billing methods, rate structure, and potentially the rates themselves. While the consultant team will create a draft ordinance, the legal responsibility for finalizing the ordinances will rest with the City's attorney.

Raftelis staff will work with the City's billing team to update the stormwater rate and rate structure in the billing system. Based on the billing system review completed in Task 2B, Raftelis will develop the data required to update the stormwater fee billing information in the City's billing system. Raftelis will also support the City in testing and review of uploaded data to confirm that the stormwater charges have correctly updated in the billing system.

The County recognizes the importance of communication with customers about changing stormwater charges. To support this customer communication, Raftelis will draft a letter explaining to customers why their stormwater charge may have changed. In addition, a fact sheet and FAQ on the new rate structure will be developed. Raftelis expects that the City will lead the communication effort regarding a new stormwater rate structure with technical expertise and development of materials from Raftelis. This scope is limited to development of a customer communication letter, a fact sheet, and FAQ document, but Raftelis can provide more extensive strategic communication support if needed.

Task 9: Final Report and Presentation

This task comprises the development of a comprehensive report summarizing the results, and recommendations from this project. Raftelis recommends that this task would include the following tasks.

Task 9A: Draft Report & Review Workshop

Raftelis will develop a draft report that incorporates the assessments performed in Tasks 3 and 5 through 8 and documents any recommended changes to the existing rate structures and the reason for such changes. The report will present recommended rate structure modifications. An electronic copy of the draft report will be presented to City staff for their review and comment. Detailed

information with applicable summary tables, graphs, attachments, and appendices will be included in the Draft Report. If desired, a review workshop can be conducted with City staff.

Task 9B: Final Report & Presentation

Raftelis will incorporate the City staff’s comments on the draft report into a final report. Upon finalization of the report, the City will be provided with copies (electronic and/or hard copy) as required. In addition to the final report, the City will also be provided with electronic copies of the final rate model in Microsoft Excel. Raftelis will also prepare a presentation (Microsoft PowerPoint) summarizing the Stormwater Utility Fee Assessment project, the process, assessment results and recommendations in a clear and concise manner. The presentation can be used for potential future outreach activities to City staff, City Council, and public meetings.

Project Schedule and Fee

We propose that Phase 1 of the project be initiated in February 2025 with Tasks 1 and 2 being completed by September 2025. Task 3 will be initiated by May 2025 and will continue through March 2026 running concurrently with some Phase 2 tasks. We propose that Phase 2 of the project be initiated in October 2025. The completion of both Phase 1 and Phase 2 of the project is estimated for August 1st, 2026. The estimated schedule is as shown here:

TASKS	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026
Phase 1																		
1. Project Initiation and Management	█	█	█	█	█	█	█	█										
2. Billing Audit		█	█	█	█	█	█	█										
3. Data Development and Rate Structure Alternatives				█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Phase 2																		
4. Project Management									█	█	█	█	█	█	█	█	█	█
5. Customer Impacts and Implementation Considerations									█	█	█	█	█	█	█	█	█	█
6. Update Policies and Procedures									█	█	█	█	█	█	█	█	█	█
7. Rate and Rate Structure Finalization												█	█	█	█	█	█	█
8. Implementation Support																	█	█
9. Final Report and Presentation																		█

The total fee and expenses for the scope of services is not to exceed \$165,604. Phase 1 of the project is not to exceed \$94,198 and Phase 2 of the project is not to exceed \$71,406.

Tasks	Virtual Meetings	In-person Meetings	Total Fees & Expenses
Phase 1			
1. Project Initiation and Management	1		\$12,800
2. Billing Audit	2	1	\$21,073
3. Data Development and Rate Structure Alternatives	4		\$60,325
Phase 1 Total	7	1	\$94,198
Phase 2			
4. Project Management	1		\$5,900
5. Customer Impacts and Implementation Considerations	2		\$15,980
6. Update Policies and Procedures	1		\$15,360
7. Rate and Rate Structure Finalization	1		\$4,760
8. Implementation Support	2	1	\$12,193
9. Final Report and Presentation	2	1	\$17,213
Phase 2 Total	9	2	\$71,406
Total Meetings / Hours	16	3	-
	Total Professional Fees		\$156,655
	Travel Expenses		\$1,899
	Technology Fee		\$7,050
	Total Expenses		\$8,949
	Total Fees & Expenses		\$165,604

ORDINANCE NO. 25-7184

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO CREATE BUDGET FOR ADMINISTRATIVE HEARING OFFICER
DEPARTMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7166 on March 4, 2025, to establish office of Administrative Hearing Officer; and

WHEREAS, it is now necessary to create the budget for the office of Administrative Hearing Officer; and

WHEREAS, the required budget amendment is detailed on the budget amendment form attached hereto 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 2024 – 2025 fiscal year budget as follows:

Department: Administrative Hearing Officer			
From: 11090000-79000	Budget Fund Balance		\$44,720.00
To: 11041132-72900	Contractual Services		\$44,720.00

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: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON
BUDGET AMENDMENT FORM
FY 2024-2025**

DEPARTMENT Adm. Hearing

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
From:			
11090000 79000	Budget Fund Balance	\$ 44,720.00	
To:			
11041132 71150	Part-Time Salaries		\$ 35,200.00
11041132 71410	SS & Med Taxes		\$ 3,520.00
11041132 72900	Contractual Services		\$ 2,000.00
11041132 73100	Office Supplies		\$ 2,000.00
11041132 7320	Operating Supplies		\$ 2,000.00
		\$ 44,720.00	\$ 44,720.00

REQUESTED BY _____
DEPARTMENT HEAD _____
COMM. OF FINANCE Steve Johnson
MAYOR _____

DATE _____
DATE _____
DATE 2-10-25
DATE _____

REASON FOR THIS TRANSFER:
 Create a Administrative Hearing department to hear cases for code violations.
Ord. No. 25-7184

ORDINANCE NO. 25-7186

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE LEGAL DEPARTMENT
RELATIVE TO CONTRACTED LEGAL SERVICES**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7021 on June 18, 2024, to adopt the 2024 – 2025 fiscal year budget; and

WHEREAS, budget amendments are now necessary to appropriate funds for current and future invoices related to the TN Riverkeepers, Relyant, and ZF Active Safety matters; and

WHEREAS, the required budget amendment is detailed on the budget amendment form attached hereto 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 2024 – 2025 fiscal year budget as follows:

Department: Legal

From: 11090000-79000 Budget Fund Balance \$150,000.00

To: 11041120-72510 Legal \$150,000.00

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: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2024-2025**

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

DEPARTMENT Legal

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Fund Balance	\$150,000	
Total		\$	150,000.00

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041120-72510	Legal		\$ 150,000.00
Total		\$	150,000.00

REQUESTED BY Beth Ehlert **DATE** 3/11/2025

DEPARTMENT HEAD Andy Wright **DATE** 3/11/2025

COMM. OF FINANCE _____ **DATE** _____

MAYOR _____ **DATE** _____

REASON FOR THIS TRANSFER:

BEFORE THE FACT AFTER THE FACT

Cover legal expenses for 24/25 fy - outside legal counsel invoices for ZF Active Safety, TN

Riverkeepers, and Relyant matters Ordinances approving outside counsel: 23-6685 ZF, 24-6957

Riverkeeper, 24-7108 Relyant

ORDINANCE NO. 25-7177

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION
OF PUBLIC INFRASTRUCTURE BETWEEN WILSON FARMS 109 LP AND THE
CITY OF LEBANON FOR THE SAFETY AND ROADWAY (INTERSECTION)
IMPROVEMENTS AT STATE ROUTE 109 AND FIRST AVENUE (WILSON FARMS
PROJECT)**

WHEREAS, Wilson Farms 109 LP and/or its affiliates have assembled real property, generally located at the intersection of State Route 109 and First Avenue; and

WHEREAS, such development will include public infrastructure, including utilities, road pavement, intersection improvements, traffic signalization, street lighting, wayfinding, sidewalks, etc. ("Project"); and

WHEREAS, such commercial development needs additional safety and roadway improvements at State Route 109 to protect our citizens and motorists on State Route 109; and

WHEREAS, the Mayor, Economic Development Director, Commissioner of Public Services, and Engineering Director of Capital Projects/Traffic, along with the Tennessee Department of Transportation, recommend specific improvements to support the safety of all travelers on State Route 109; and

WHEREAS, the City wishes to enter into the Development Agreement for the Construction of additional Safety Improvements for State Route 109 with Wilson Farms 109 LP, attached hereto by reference as if appearing verbatim herein; and

WHEREAS, the City's total contribution shall not exceed \$1,225,000.00.

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

Section 1. The Development Agreement for the Construction of Public Infrastructure Safety Improvements between Wilson Farms 109 LP and the City of Lebanon, Tennessee, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute such development agreement with such changes and additions hereto and omissions therefrom as the Mayor and the Commissioner of Finance and Revenue shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval; provided that such changes, additions and omissions do not have any material adverse effect on the terms of the Development Agreement attached hereto.

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: 3/18/2025

Passed second reading: _____

**DEVELOPMENT AGREEMENT
FOR
THE CONSTRUCTION OF SAFETY AND ROADWAY IMPROVEMENTS AT
STATE ROUTE (SR) 109 AND INTERSECTION AT FIRST AVENUE**

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between WILSON FARMS 109 LP (the "Developer"), and THE CITY OF LEBANON, TENNESSEE (the "City") to facilitate roadway access and improvements to SR 109.

WHEREAS, the SR 109/Interstate 40 area is experiencing tremendous growth; and

WHEREAS, the Tennessee Department of Transportation (TDOT) considers SR 109 as a highway with limited access; and

WHEREAS, the City Mayor, Economic Development Director, Commissioner of Public Services, and Traffic Engineer have met with TDOT officials and received conceptual approval for a full access from SR 109 to the southeast quadrant and directly to the Wilson Farms 109 LP property; and

WHEREAS, this full access will open up additional land for commercial development that will service local residents and will increase property and sales tax base for the City; and

WHEREAS, the proposed improvements to SR 109 will provide a safer movement for vehicles accessing SR 109 northbound from Leeville Road as well as motorists traveling SR 109; and

WHEREAS, the Developer has agreed to provide internal road improvements, utilities, and to expend an estimated \$625,000.00 towards the SR 109 access and intersection improvements; and

WHEREAS, the City, in consideration of the benefits these improvements will bring to the City's residents, wishes to contribute \$1,225,000.00 to the said roadway improvements.

NOW, THEREFORE, THE DEVELOPER AND THE CITY AGREE AS FOLLOWS:

I. SCOPE OF WORK:

- A. The scope of work for the proposed improvements subject to this Agreement (the "Project"), is shown in Exhibit A, attached hereto, and incorporated herein (the "Scope of Work"). Developer and the City acknowledge and agree that such Scope of Work has not received final approval from TDOT and is subject to change. As such, the Scope of Work attached hereto shall be for information purposes only.
- B. The SR 109 safety improvements are expected to include:
 1. Signalized southbound "U" turn lane at Wilson Farms Boulevard with channelized bulb out and northbound acceleration lane for truck turns.
 2. Partial closure of the SR 109 intersection of Safari Camp Road/Leeville Road to allow for northbound left turn only onto Leeville Road.
 3. Channelized right turn only lane with concrete island on Leeville Road.
- C. Safari Camp Road shall be closed as previously agreed to by City, Wilson Farms and TDOT. Closure shall be completed no later than the completion of the SR 109 improvements per this Agreement.

- D. The Developer shall cause the Project to be commenced and completed in accordance with plans approved by all applicable government or regulatory entities (the "Project Plans").
- E. The parties acknowledge that the Project must be completed before the City shall issue a certificate of occupancy for any commercial development being completed by Developer.

II. TERMS AND CONDITIONS

- A. The Developer shall be responsible for engaging a qualified contractor to perform the construction of the Project. To that end, the Developer shall enter into one or more construction contracts for the Project. The Developer shall supervise the work performed under the Project and will bear full responsibility for all acts or omissions of those engaged in work on behalf of the Developer.
- B. The Developer shall provide the City Commissioner of Public Services and/or the Executive Director of Planning and Engineering a copy of its request for proposals for contractor for the Project.
- C. To the extent caused by the negligence of the Developer, or the negligence of contractors engaged by the Developer, the Developer shall indemnify, defend, and hold the City harmless from all claims, liability, damages, loss, cost, and expenses actually incurred by the City, including, without limitation, attorney fees and expenses.
- D. The Developer shall cause the Project to be performed in accordance with the Project Plans, as approved by the City, and the terms of this Agreement.
- E. The Developer understands the City will regularly inspect the progress of the Project; provided, however, that the City shall take all reasonable measures not to interfere with the Developer's construction of the Project.
- F. Upon completion of the construction and installation of the Project, and upon approval by the City, such approval not to be unreasonably withheld, conditioned or delayed, the Developer shall convey ownership of the public infrastructure to the City/State at no cost, and the City/State shall accept such conveyance and sole responsibility for ongoing operation and maintenance of the Project.
- G. The Developer shall warrant the Project against latent construction defects for one (1) year after final completion of the Project. The City shall provide written notice to Developer stating the official completion date so as to establish the date the one (1) year warranty period begins.

III. PAYMENT AND OTHER RESPONSIBILITIES

- A. Anticipated Costs: Totals
Roads/Drainage/Infrastructure \$2,100,000 (the "**Projected Total Cost**")
- B. The Developer shall be responsible for paying all contractors and vendors required for the Project.
- C. If the actual cost of the Project exceeds the Projected Total Cost, then the Developer shall be responsible for all additional costs.

- D. The date on which this agreement is passed on the second reading at City Council shall be referred to herein as the "Deposit Trigger Date". On or before the date that is five (5) business days following the Deposit Trigger Date, the City shall deliver the amount of One Million Two Hundred Twenty Five Thousand and No/100 Dollars (\$1,225,000.00) (the "City Share") to Wilson Bank to be held in an interest-bearing escrow account (the "Escrow Account") in accordance with an escrow agreement in form and substance mutually acceptable to the City and the Developer in their commercially reasonable discretion executed by the City and the Developer and which shall be executed by the parties prior to the City being obligated to submit the City Share.
- E. The Developer shall be entitled to draw down 50% of the City Share from the Escrow Account 30 days after construction is underway, but no earlier than 30 days after the issuance of a Notice to Proceed.
- F. The Developer shall be entitled to draw down the remaining amount of the City Share upon the City's final approval and acceptance of the Project, which approval and acceptance shall not be unreasonably withheld or delayed. The City's cumulative obligation shall not exceed \$1,225,000.00 for the Scope of Work presently contemplated in the Project.
- G. The Developer shall obtain City Commissioner of Public Services and/or Executive Director of Planning and Engineering approval of the final plans for the scope of the Project prior to commencing construction as described and depicted in the Project Plans.
- H. The City Mayor and Commissioner of Finance are authorized to establish and execute the necessary escrow account as mentioned above.
- I. The City hereby expressly represents and warrants to Developer that no portion of the City Share shall include any federal funds of any kind and this Agreement shall in no event be deemed a federally assisted construction contract.

IV. MISCELLANEOUS:

- A. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- B. Any amendment to this Agreement must be approved via ordinance of the City Council.
- C. The Developer may assign ALL its rights under the Agreement, at its sole option and discretion, upon written notice to the 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, including, without limitation, the rights to receive disbursements of the City Share, shall be fully assigned and assumed by the named assignee, and the Developer shall have no further liability hereunder.
- D. It is contemplated by the Developer and the City that this Agreement is entered into in contemplation of the sale of a portion of the Developer property for the development of a national retail store, with the contract for same pending at the time of the execution of this

Agreement. In the event said contract is terminated prior to closing, Developer shall have the right to terminate this Agreement by written notice to the City in the same manner has described herein above, in which case this Agreement shall be void and of no further force or effect.

- E. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matter arising under this Agreement shall be in the courts of Wilson County, Tennessee, and the parties hereto consent to the jurisdiction of such courts for any such legal proceedings.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year above written.

APPROVED AND RECOMMENDED:

Commissioner of Public Services

APPROVED AS TO AVAILABILITY OF FUNDS:

Commissioner of Finance

APPROVED AS TO FORM:

City Attorney
Pursuant to Ordinance 25-7177

THE CITY OF LEBANON:

Rick Bell, Mayor

Date

ATTEST:

Authorized Officer

DEVELOPER:



WILSON FARMS 109 LP
Gordon Carroll, _____

Date

EXHIBIT A -- Scope of Work



NOTES
 1. CONCEPTUAL PLAN ONLY - NOT FOR CONSTRUCTION
 2. ALL SAFETY INSPECTIONS INCLUDE:
 - ALL TRUCK TURNS AT WILSON FARMS BLVD
 WITH CONSIDERED SIDE OF AHEAD SIGNAGE AND INSPECTION LANE
 FOR TRUCK TURNING
 - ALL TRUCK TURNS AT WILSON FARMS BLVD
 MOVE OUT LANE TO INSPECTION OF SAFETY CAR
 ONTO LEEVILLE ROAD
 CHANNELLED RIGHT TURN ONLY LANE WITH CONCRETE ISLAND ON
 THE SIDE

	CH 109 8	HIGHWAY 109 LEEVILLE ROAD & WILSON FARMS BLVD RESTRICTED CROSSING U-TURN		1:1000 1" = 100'
				 GRAPHIC SCALE 1" = 100'

ORDINANCE NO. 25-7178

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR STATE ROUTE 109/FIRST AVENUE
(WILSON FARMS PROJECT) SAFETY AND ROADWAY INFRASTRUCTURE
IMPROVEMENTS**

WHEREAS, the Lebanon City Council approved and adopted the 2024 – 2025 fiscal year budget on June 18, 2024 by Ordinance No. 24-7021; and

WHEREAS, City of Lebanon Ordinance No. 25-7177 approved the safety and roadway infrastructure improvements to the intersection of State Route 109 and First Avenue (Wilson Farms Project); and

WHEREAS, budget amendments are now necessary to appropriate funding for such infrastructure improvements.

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 provide funding for the Safety and Roadway Intersection Infrastructure Improvements at State Route 109 and First Avenue.

Section 2. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2024 – 2025 fiscal year budget as follows:

Department: General / Street Construction

From: 11090000-79000	Budget Fund Balance	\$1,225,000.00
To: 11044445-77150	Transfer To Other Funds	\$1,225,000.00
From: 316-36940	Transfer From Other Funds	\$1,225,000.00
To: 31643123-72352	Developer Contributions	\$1,225,000.00

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Ordinance No. 25-7178

Page 2

Approved as to form:

City Attorney

Passed first reading: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON
BUDGET AMENDMENT FORM
FY 2024-2025**

DEPARTMENT General/Street Construction

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
From:			
11090000 79000	Budget Fund Balance	\$ 1,225,000.00	
To:			
11044445 77150	Transfer to Other Funds		\$ 1,225,000.00
From:			
316 36940	Transfer From Other Funds	\$ 1,225,000.00	
To:			
31643123 72352	Developer Contributions		\$ 1,225,000.00
		\$ 2,450,000.00	\$ 2,450,000.00

REQUESTED BY Jill Baines
DEPARTMENT HEAD _____
COMM. OF FINANCE Stuart Lawson L.L.
MAYOR _____

DATE 3/12/25
DATE _____
DATE 3/12/2025
DATE _____

REASON FOR THIS TRANSFER:
Amend budget to approve transfer for improvements to the intersection of SR 109/First Ave. (Wilson Farms Project)

ORDINANCE NO. 25-7179

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE ESCROW AGREEMENT BETWEEN WILSON FARMS 109 LP,
THE CITY OF LEBANON, TENNESSEE, AND WILSON BANK & TRUST AS
ESCROW AGENT, RELATIVE TO SAFETY AND ROADWAY INFRASTRUCTURE
IMPROVEMENTS AT STATE ROUTE 109 AND FIRST AVENUE (WILSON FARMS
PROJECT)**

WHEREAS, Wilson Farms 109 LP and/or its affiliates have assembled real property to be developed as a retail development, generally located at the intersection of State Route 109 and First Avenue; and

WHEREAS, such development will include public infrastructure, including utilities, road pavement, intersection improvements, traffic signalization, street lighting, wayfinding, sidewalks, etc. ("Project"); and

WHEREAS, the Mayor, Commissioner of Public Services, and Engineering Director of Capital Projects/Traffic, along with the Tennessee Department of Transportation, recommend additional improvements for the safety of all citizens and motorists; and

WHEREAS, City of Lebanon Ordinance No. 25-7177 approved the Development Agreement with Wilson Farms 109 LP for safety and roadway infrastructure improvements for the Project and appropriated funding per Ordinance No. 25-7178 for such project; and

WHEREAS, it is now necessary for the City to enter into the Escrow Agreement, attached hereto by reference as if appearing verbatim herein, with Wilson Farms 109 LP and Wilson Bank & Trust as the Escrow Agent.

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

Section 1. The Escrow Agreement between Wilson Farms 109 LP, the City of Lebanon, Tennessee, and Wilson Bank & Trust as Escrow Agent, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute such escrow agreement with such changes and additions hereto and omissions therefrom as the Mayor and the Commissioner of Finance and Revenue shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval; provided that such changes, additions and omissions do not have any material adverse effect on the terms of the Escrow Agreement attached hereto.

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: 3/18/2025

Passed second reading: _____



Stuart Lawson, Commissioner of Finance & Revenue
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Phone: (615) 443-2805 ext. 2207
Fax: (615) 443-1158

RICK BELL, Mayor
200 North Castle Heights Avenue
Lebanon, Tennessee 37087

March 10, 2025

Wilson Bank & Trust
623 W Main Street
Lebanon, TN 37087

The City of Lebanon wishes to open an interest-bearing account at Wilson Bank and Trust. The account should be titled Wilson Farms Project at SR 109. Once approved by the City of Lebanon Council the city will deposit \$1,225,000 within 5 business days into this account to satisfy the agreement for this project. There will be two draws on this account, one of half the funds 30days once construction has started. The second will be once the construction is complete, and the City of Lebanon Engineering has approved the construction of the project. The following employees should be listed as authorized signers:

- Stuart Lawson, Commissioner of Finance
- Sheri Featherston, Finance Officer
- Harley Jones, Customer Service Manager
- Rick Bell, Mayor

Our Accounting department staff will release the funds from the account once one of the signers listed above has signed off on forms created by the accounting department. Any interest earnings on this account will be transfer back to the city once it is closed out.

Sincerely,

Stuart Lawson
City of Lebanon
Commissioner of Finance

ORDINANCE NO. 25-7183

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR THE STORMWATER DEPARTMENT
TO COVER EMERGENCY REPAIR COSTS**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7021 on June 18, 2024, to adopt the 2024 – 2025 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the Stormwater Department to cover emergency repairs, including Lexington Drive, to repair hammer for 308 excavator, and other costs for the remainder of the fiscal year; and

WHEREAS, the required budget amendments are detailed on the form attached hereto by reference as though 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 2024 – 2025 fiscal year budget as follows:

Department: Stormwater

From: 12090000-79000	Budget Fund Balance	\$180,000.00
To: 12043100-72900	Contractual Services	\$125,000.00
12043100-72600	Maintenance	\$40,000.00
12043100-73200	Operating Supplies	\$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: 3/18/2025

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2024-2025**

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

DEPARTMENT STORM WATER

RCVD MAR 7 2025

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1209000-7900	BUDGET FUND BALANCE	180,000	

Total \$ 180,000 -

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12043100-72900	CONTRACTUAL SERVICES		125,000
12043100-72600	MAINTENANCE		40,000
12043100-73200	OPERATING SUPPLIES		15,000

Total \$ 180,000 -

REQUESTED BY RT BALDWIN

DATE 3/7/2025

DEPARTMENT HEAD Jill Bann

DATE 3/7/25

COMM. OF FINANCE _____

DATE _____

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

EMERGENCY REPAIRS AND OTHER COSTS TO COVER THE REMAINDER OF THE YEAR, MOST RECENTLY LEXINGTON DRIVE.

CITY OF LEBANON
CITY GARAGE 406 TENNESSEE BLVD
LEBANON TN

CUSTOMER NO.	QUOTE NO.	DATE	CONTACT
166750	75660	3/19/2025	
PHONE NO.	FAX NO.	EMAIL	
MODEL	MAKE	SERIAL NO.	
H95S	CATERPILLAR INC.	0D9H00125	
UNIT NO.	WO NO.	P.O. NO.	
NOTE			
ESTIMATES DO NOT INCLUDE FREIGHT, EPA FEES, OR TAXES.			
ESTIMATES ARE GOOD FOR 30 DAYS.			

SEGMENT: 01 RECONDITION * HYDRAULIC HAMMER* (020 6333)
 NOTES:DISASSEMBLED THE HAMMER. CLEANED AND CHECKED ALL THE PARTS. FOUND THE HAMMER HAD HOT SPOTS AND A LACK OF GREASE. FOUND THE PISTON SEIZED IN THE BORE. FOUND SCORING AND GOUGING ON THE PISTON, PISTON SLEEVE, UPPER BUSHING, AND LOWER BUSHING.FOUND THE VALVE CONTROL HOUSING COVER TO BE CRACKED. FOUND THE HIGH SIDE NITROGEN CHARGE PLUG SEAL TORN. MADE A QUOTE TO REPAIR THE HAMMER.

Parts

Part Number	Description	Qty	Unit Price	PartDiscount	Discount%	Ext Price
1338807	GREASE CART	1.00	166.84			166.84
1U5517	DISC 3"	2.00	5.88			11.76
355-5804	PLUG	2.00	6.05			12.10
369-1013	BUSHING-LOWE	1.00	1,200.57			1,200.57
3690795	KIT-SEAL	1.00	611.69			611.69
3690800	BODY GP-VALV	1.00	5,172.43			5,172.43
3691012	BUSHING-UPPE	1.00	1,102.49			1,102.49
3691557	RETAINER-PIN	2.00	8.71			17.42
374-3549	DAMPER-SIDE	1.00	977.13			977.13
3790211	PLUG	6.00	18.02			108.12
384-0965	PLUG	2.00	28.83			57.66
3867076	MEMBRANE-ACC	1.00	10.14			10.14
393-1241	COVER-DUST T	2.00	72.59			145.18
399-1710	CHSEL TL#P Y	1.00	617.11			617.11
3996176	PLUG-STOR	1.00	75.99			75.99
3B8490	FITTING	1.00	4.98			4.98

3J-7354	SEAL O R *1	2.00	1.90	3.80
3J1907	SEAL *1	1.00	2.15	2.15
3K-0360	SEAL	2.00	2.41	4.82
3K0360	SEAL	1.00	2.41	2.41
4650606	SLEEVE PISTO	1.00	2,481.51	2,481.51
467-4408	DAMPER BOTTO	1.00	118.73	118.73
470-7098	DAMPER-UPPER	1.00	272.64	272.64
5151964	PISTON	1.00	2,158.61	2,158.61
9S-8005	PLUG O RING	2.00	9.16	18.32
9S8004	PLUG	1.00	12.07	12.07
0150942	ANTI-SEIZE	1.00	36.76	36.76
			Total Estimated Parts:	15,403.43
Labor			Total Estimated Labor:	3,360.00

			Segment 01 Total:	18,763.43
			Total Segments:	18,763.43
SUB TOTAL (BEFORE TAXES)				18,763.43
GRAND TOTAL				18,763.43

PO#: _____ Authorized Name: _____ (signature)

Date: _____ *Thank you for this opportunity to serve your company* _____ (print)

CONTACT INFORMATION:

Prepared by: Jared Stevens Phone: 615 256-2424 Email: Jared.Stevens@tmcac.com Fax:

- Freight, Taxes and Misc/Enviro charges
 - Non-reclaimable core charges
 - Labor and expenses associated with overtime
 - Transportation to & from Thompson Machinery repair centers
 - Non-salvageable reusable hardware replacement
 - Non-cat paint
 - Replacement of competitive parts
-

Terms and Conditions

BY SIGNATURE ABOVE, I certify that I am the owner or owner's agent, and authorize Thompson Machinery , its employees, subcontractors or consultants to perform the inspection, maintenance or repairs described above to include the provision and use of necessary materials required to accomplish the described work scope. I further authorize Thompson Machinery to operate the equipment, or any part therein described for the purpose of testing and/or inspection. I understand that payment for all work performed is due in full upon completion.

Upon acceptance, this quote becomes a legal agreement between you (either an individual or the entity you are authorized to represent) and Thompson Machinery. Further, signing certifies the information provided is true and correct, and that the signer is authorized to charge this purchase as noted. Thompson Machinery reserves the right to reject a partial or modified quote. You may cancel an accepted quote until the work is started. Once started, work may be stopped at anytime. Partially completed work will be billed based on Time and Materials at Thompson Machinery's prevailing rate. Additional handling and storage fees may apply to work partially completed or work temporarily put on hold.

EQUIPMENT HAVING INSTALLED FIRE SUPPRESSANT SYSTEMS: During course of repair work it may become necessary to deactivate or disturb mechanical and/or electrical components of the fire suppression system. Reactivation of the fire suppressant system is the responsibility of the customer and should be undertaken before machine operations. Thompson Machinery accepts no responsibility for the reactivation, testing or operation of the fire suppressant system.

STANDARD WARRANTY: Parts for this repair are warranted as indicated by the manufacturer from the date of invoice. In addition, Thompson Machinery CAT's standard labor warranty of 90 days will apply. Full warranty statements, including limitations and exclusions, are available from any Thompson Machinery facility. Ask your service representative about additional or enhanced warranty availability.

EXPIRATION: This Agreement is good for 30 Day after the Creation date..

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE. REMEDIES FOR THESE WARRANTIES ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. IN NO EVENT WILL EITHER CATPILLAR OR Thompson Machinery BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CORE CHARGES: Core charges will be returned to customer upon acceptance of the core by Caterpillar.

OVERTIME: Overtime can be added at customers request charged at Thompson Machinery's prevailing overtime rate.

PARTS POLICY: This quote does not include any un-salvageable parts. Parts will be set aside for customer approval before replacement.

TURNAROUND TIME: Thompson Machinery will not be responsible for circumstances outside of its control. If delays are experienced, the customer will be contacted. In no event will Thompson Machinery or subsidiaries be liable for any direct or indirect damages (including, without limitation, lost profits, lost savings or other incidental or consequential damages) arising out of the use or inability to use the machine, even if Thompson Machinery or subsidiaries has been advised of the possibility of such loss.



RICK BELL, Mayor

R.T. Baldwin, RLS
Public Services Manager
406 Tennessee, Blvd
Lebanon, Tennessee 37087
Phone: 615-443-2824
richard.baldwin@lebanontn.org

200 North Castle Heights Avenue
Lebanon, Tennessee 37087

MEMORANDUM

TO: Jeff Baines
FROM: R.T. Baldwin
DATE: 3/7/2025
RE: Lexington Drive culvert and road repair

The sanitation department contacted Braxton McFarlin on 1/29/2025 regarding the condition of the culvert and roadway near 412 Lexington Drive. Upon investigation it was determined that the 36-inch CMP culvert needed repaired. A steel plate was installed on the roadway due to potential roadway failure.

Given the depth of the culvert, it was determined that Spray Applied Pipe Liner would be the best option rather than replacement.

After receiving an estimate (see attached) from CK Masonry for \$18,794.50, work began on 2/3/2025. After cleaning out the culvert it was determined that the pipe was damaged beyond repair and the roadway was failing. Additionally, it was discovered there was an existing 8" sanitary sewer installed through the storm culvert. (see attached pictures). Given these facts, it was determined that the roadway and culvert should be repaired as soon as possible.

Westmoreland Grading was contacted 2/4/2025 for an estimate of \$46,400 to install a new 36-inch culvert, utilizing the existing catch basins and headwalls. See attached quote.

Construction began on 2/18/2025. It was discovered that there would be a conflict between an existing 10-inch waterline and the new 36-inch culvert. It was also determined the road was failing severely (see attached pictures). As a result, the entire scope of the project changed.

Based on City of Lebanon Engineering calculations, it was determined that twin 19-inch by 30-inch RCP elliptical culverts would be necessary to handle the stormwater volume, avoid the existing 8-inch sanitary sewer and avoid the existing 10-inch waterline. Westmoreland Grading provided a new verbal estimate of \$60,000 for the pipe installation and backfilling of the roadway.

Additionally, new pour-in-place catch basins, headwalls, curb replacement are required. These added costs were not included in the original estimate.

F & H Enterprises was contacted to construct the pour in place items with a verbal estimated cost of \$40,000.

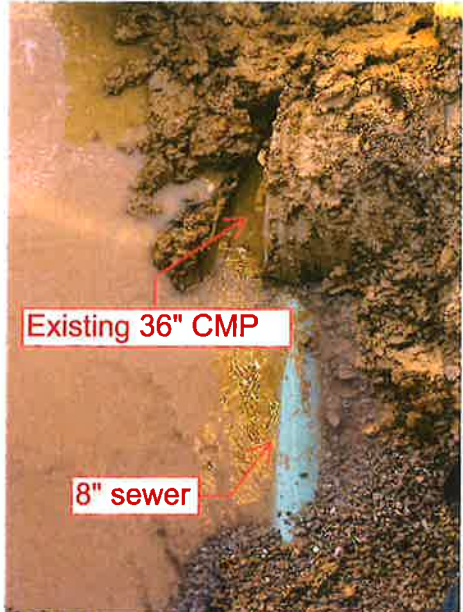
"This institution is an equal opportunity provider and employer."



Road Failure



Road Failure



Existing 36\" CMP

8\" sewer



4\" Gas

Communications

Electric

10\" waterline





C K Masonry Co., Inc.

Manhole Rehabilitation | Casting Adjustments

January 30, 2025

403 Lexington Dr
Corrugated Metal Pipe Lining
Lebanon, TN

Mr. Lee Clark
City of Lebanon
406 Tennessee Blvd
Lebanon, TN 37087

Dear Mr. Clark,

We are pleased to quote the following for the Lexington Dr CMP, Lebanon TN.

Spray Applied Pipe Liner using The Strong-Seal Storm Seal System™:

Scope of work includes;

- Applying flowable Strong Grout 12,500™ (12,500 psi compressive strength) as needed.
- Spray Applied Strong Storm Seal Mix™ in required passes to achieve specified coverage over the entire circumference of the CMP over its entire length.
- Spraying a concrete sealant over the entire length of the CMP at the end of the spray process.

Item No. 607-25.01	Type 1 SAPL Grout	27.5 +/- CF	\$175 / CF	\$4,812.50
Item No. 607-25.02	Spray Applied Liner	43 +/- CF	\$325 / CF	\$13,982.00

NOTES:

- Scope consists of 55 LF of 36-Inch CMP spin casting
- Bypass pumping by others
- Traffic Control includes signage only. Any permits/flaggers by others.
- Prices quoted are good for ninety (90) days.

Thank-you for considering C. K. Masonry Co., Inc. for the above referenced contract. Our goal is 100% customer satisfaction. Please call me at 615-642-9235 if C. K. Masonry Co., Inc. can be of assistance to you.

Sincerely,

Scott D. Kelley
Rehab Business Manager

Cc: K. Koehn, (CKM)

PO Box 23335, Nashville, TN 37202 - 615-665-4800 - Fax 615-665-1600
Email: KurtKoehn@CKMasonry.com Website: www.CKMasonry.com
Equal Opportunity Employer



Feb] [05], [2025]

JOBSITE: [412 Antietam dr]
[Lebanon], TN USA
RE: PROPOSAL: [Sitework], [Utilities]

1. Item Bid

1. Mobilization
2. Survey & Layout (Westmoreland's Scopes only)
3. Erosion Control: N/A .
4. Installation of [Storm and rip rap all material proved by city of Lebanon bid includes equipment and labor Only.

Bid Cost \$46,400.00

Notes & Exclusions:

- A. Bid on grading, equipment and labor is honored for (30) days after proposal date, with approved plans.
- B. ***All payments are to be made within 30 days of progress invoicing. To stay in good standing with our vendors and other contracts on this job, a 1.5% late fee per month, will be added if payment is delayed past the 30 days of invoicing.***
- C. Bid includes (1) mobilization and demobilization only. Any additional mobilizations will be priced accordingly if required.
- D. Bid includes (1) of each of the required Erosion control measures. Additional needs or repairs will be billed separately as needed or requested by GC or Owner.
- E. Bid provided is based off civil drawings only (See plan date above). This bid is based on cubic yard bases from these plans and outlined below. Any changes or deviation from the plans listed above, that cause changes to quantities, or equipment and labor use, will be billed at time and material. This includes any unforeseen issues or unsuitable existing soils / rock. Bid excludes any & all work associated with any other divisional plans including but not limited to plumbing / architectural / etc.
- F. Westmoreland Grading will require 4 control points from the Engineers surveyor to localize our GPS system. These should be the same control points they used to build their CAD file. The surveyor must mark out and email all elevations and coordinates for these points. They should be one in each corner of the jobsite to ensure alignment and accuracy to the engineers' specs, as close as possible.
- G. Includes excavation of CY. This does not include excavation of unforeseen issues, like unsuitable soils, sinkholes, etc.
- H. Includes CY of excavated material to be used as FILL. If it is deemed as not suitable material, imported material will be used and charged at Time and Material.
- I. Includes CY of excess material per current plans that will be disposed of onsite / hauled offsite. Does not include haul off for any other trades on site. That can be done and charged through a change order.
- J. Includes estimated rock blasting of CY of material.
- K. Bid excludes onsite changes by Governing Authority, GC or Owner of property. All changes will be billed at Time and Material.
- L. Bid excludes connection of utilities to buildings. Utilities to be tied in by GC's Plumber. All utilities will be provided up to 5' from building.
- M. Bid excludes Electrical services, pipes, or other related items.
- N. Bid excludes all asphalt and concrete work.

Over 25 yrs Experience Free Estimates

WESTMORELAND GRADING, LLC

333 West Baddour Parkway Yard Grading, Driveways, Sewer Systems,
Water Lines, Electric Lines,
Land Clearing, Top Soil, Fill Dirt, Gravel
Lebanon, IN 47087

OFFICE: CELL:
615-925-0348 **615-971-9443**
westmorelandgradingllc@yahoo.com

- O. Bid excludes all stone needed for asphalt, concrete or other subs on this project.
- P. Bid excludes sifting of any topsoil or fill material.
- Q. Bid excludes handling any hazard material
- R. Bid excludes all inspection fees, GEO Services fees, taps, meters and permits. All fees and permits to be paid by Owner. This includes the monthly SWPP inspection fees from the Erosion Control Company and Geo Services fees for Inspections/Proof rolls, are to be paid by Owner.
- S. Bid excludes any needed as-built's. This is to be done by engineer or certified surveyor. Westmoreland Grading will only provide needed Topo shots of utility and storm, inverts and top of castings in the form of a TP3 & Text file for your engineer. All Topo's in the form of a CAD file from ponds, storm, etc. will be done by your surveyor.
- T. Bid assumes cut material for backfill to sub grade under roads / sidewalks. Bid assumes stone envelope of pipe, if necessary, in all areas.
- U. Bid excludes cleaning of pipe debris outside the limits of worked in existing pipe described above.
- V. **Bid excludes rock excavation or hoe-ramming**, whether it is for unforeseen materials or cleaning up a blasted area/material. Also, if a governing authority decides blasting is not an option, at that point, hoe-ramming will be billed by hour or per day.
- W. Bid excludes Dewatering / Undercut of unsuitable materials or unsuitable materials found while striping site (except those mentioned above) / Sifting Topsoil / Excavation beyond 10' vertical feet / *Excavation of solid rock and of unsuitable soils* / Gas lines and services/street sign/ Street lights / Base Stone / Asphalt / Concrete / Relocation, Abandonment or Adjustments of existing utilities or structures / Other Utilities Not Listed / Soil Testing / Electrical to Appurtenances / Retaining Walls, Fences, Bollards or Railing / Structural Excavation or Backfill (retaining walls, footers, buildings, etc.) / landscaping, sod / Bonds, Fees, Permits, / Engineering Work (traffic control plan, SWPP, etc.) or GPS - As Built Drawings / Temporary Water / Work After Hours (weekends / nights) / TDOT Road Work / TV or Camera of Lines / Not liable or responsible for other trades trash, debris or spoils / Adapters for roof drains are excluded (unless specified above).
- X. Change order clause – Bid per scope & plan referenced above, any alterations or additional requirements by governing authority or from any unforeseen and/or preexisting underground conditions (structures, sinkholes, shortages of onsite usable materials, etc.) will be priced accordingly.
- Y. Bid on Materials: **Direct from the Vendors about materials:** Due to continued supply chain issues and changes within the manufacturer's price protection policies, effective today, March 23 2022, **ALL** material (including stone) is subject to pricing at time of shipment. Casting costs are only valid for 10 days. PVC terms on big orders, from factory: order date to complete date is roughly 1 month. Manufacturers are and will be raising prices to meet current market prices daily. Most material can take 10 – 14 weeks for production from time of signed submittals. Some materials are on backorder for 6 to 8 months. **Material availability and timeliness of shipment cannot be guaranteed.**
- Z. Bid is based off current market values for fuel. However, in the event of large market increases in fuel prices or fuel surcharges take place, Westmoreland Grading, will submit change orders to match this increase, so there is no loss or down time to the project, company or owner. The adjusted freight rate will be increased by 1% for every \$0.10/gal increase in price of fuel, until such time as the diesel price falls back to or below the current \$/gal. The price can be referenced at <https://www.eia.gov/petroleum/gasdiesel>
- AA. This bid proposal shall serve as Westmoreland's scope of work. This shall be listed as such in any contract and added as an appendix, since it contains all CY numbers and vendor information that is important to this bid.

Accepted by:

Print: _____

Sign: _____

Over 25 yrs Experience Free Estimates

WESTMORELAND GRADING, LLC

333 West Baddour Parkway
Lebanon, TN 37087

Yard Grading, Driveways, Sewer Systems,
Water Lines, Electric Lines,
Land Clearing, Top Soil, Fill Dirt, Gravel

OFFICE: **615-925-0348** westmorelandgradingllc@yahoo.com CELL: **615-971-9443**

Date: _____

Signature indicates owner and / or representative accepts all pricing, notes and conditions stated in said proposal. Original signed copy to be Emailed, or mailed & returned with contract. Westmoreland Grading cannot sign contracts with its subs, until this bid sheet is signed and returned. See note A for other restrictions from vendors.

Please send inquires or response to:

David Murphy, Project Manager / Estimator
333 W. Baddour Parkway
Lebanon, TN 37087

Cell: 615-939-1471
Office: 615-925-0348
Email: David.wgllc@yahoo.com



Note: (Change of Ownership)

Stuart Lawson, Commissioner of Finance & Revenue
Finance Office
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Phone: (615) 443-2805 ext. 2106
Fax: (615) 443-1158

Please check if Agenda item is a Resolution or an Ordinance

AGENDA REVIEW

[] RESOLUTION NO.

TODAY'S DATE: 3/21/25

[] ORDINANCE NO.

IF LINE ITEM TRANSFER:

BEFORE FACT [] AFTER FACT []

IF REQUESTING ITEM/PERSONNEL:

REPLACEMENT [] NEW []

FULL-TIME [] PART-TIME []

FISCAL YEAR

BUDGET INVOLVED:

PRESENTED TO COUNCIL BY: Stuart Lawson

Is item already in Budget:

[] Yes [] No

PURPOSE: Council approval of certificate of compliance for a Retail Package Store (Applicant: Prashant Patel; All American Wine & Spirits; 703 South Cumberland Street, Suite C), by Stuart Lawson, Commissioner of Finance & Revenue.

Council Meeting Date 4/1/2025

DATE SUBMITTED TIME INITIALS

3/21/25 9:11am BM

Received by Commissioner of Finance & Revenue

3-21-25 9:12 F

Forwarded by Commissioner of Finance & Revenue

3-21-25 9:15 LK

Received by Mayoral Assistant

3/21/25 9:15 am fj

Mayor's Approval/Assigned

Council Date:

3-21-25 10:15 Le Roy

Forwarded by Mayoral Assistant

3/21/25 9:25 br

Received by City Attorney

Ordinance/Resolution forwarded to Mayor by City Attorney

**NOTE: AGENDA ITEMS MUST BE RECEIVED IN THE FINANCE OFFICE BY NOON ON FRIDAY, 11 DAYS BEFORE THE REGULAR CITY COUNCIL MEETING



CERTIFICATE OF COMPLIANCE RETAIL PACKAGE STORE

Pursuant to Tennessee Code Annotated, Title 57, §§57-3-208 and 57-3-213, this is to certify that:

Name of Applicant: Prashant Patel
Home Address: 605 Willow Creek Dr.
Mt. Juliet TN 37122
(City) (State) (Zip)

Date of Birth:
SSN:

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the County of Wilson, State of Tennessee, at 703 C. South Cumberland St.
Lebanon, TN 37087
(Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period, immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This _____ day of _____, 20_____.

Mayor

MAJORITY OF CITY COUNCIL:

MAIL TO: Alcoholic Beverage Commission
Davy Crockett Tower
500 James Robertson Pkwy, 3rd Floor, Nashville, TN 37243



POLICE DEPARTMENT REPORT ON LIQUOR STORE COMPLIANCE APPLICANT

NAME: Prashant Patel

ADDRESS: 605 Willow Creek Dr.

Mt. Juliet, TN 37122

DATE OF BIRTH: 03/17/1976

SOCIAL SECURITY #: _____

DRIVER'S LICENSE #: _____

TELEPHONE #: 718 - 310 - 8609

BUSINESS LOCATION: 703 E. South Cumberland St.

Lebanon, TN 37087

INFORMATION RECEIVED FROM BACKGROUND CHECK:

APPROVAL

DISAPPROVAL _____

REASONS FOR DISAPPROVAL:

DATE: 3.20.25

SIGNED: 

POSITION: Police Chief

CITY OF LEBANON POLICE DEPARTMENT



THE VOLUNTEER STATE

03/17/1976

08/20

CLASS D

NOT NON

EX MIHO

DD 200

PATTE

FOR MAN

600 MILL

CRICK DR

TN 37122

USA

Receipt Date: 3/18/2025

City Of Lebanon

Receipt Number: 50499542

200 N Castle Heights Ave

Lebanon, TN 37087

615-444-6300

Miscellaneous Receipt

Name: PRASHANT B PATEL

Code: 102-Liquor Tax

Description: CERT. OF COMPLIANCE

Amt: \$250.00

Reference:

MR #: 50276398

Notes:

GL Account	Description	Amount
110-31720-	Liquor Tax - General Fund	250.00

Payment Information

Check 108

Paid By: PRASHANT B PATEL 250.00

Voided

Total Tendered: \$250.00

Batch: BRI - 3/18/2025

Total Paid: \$250.00

3/18/2025 2:18

Page 1 of 1

Collecting Official

Change: \$0.00

City Of Lebanon

ORDINANCE 25-7171

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING AN UNADDRESSED PROPERTY ON FRANKLIN ROAD (TAX MAP 81 PARCEL 19.04) FROM FLH2 – RESIDENTIAL 2 UNITS PER ACRE TO RPI – PUBLIC/INSTITUTIONAL/RESIDENTIAL IN WARD 4

WHEREAS, the City of Lebanon desires to amend the Future Land Use Plan of the City;
and

WHEREAS, the subject area has a classification of Residential 2 Units Per Acre in the Future Land Use Plan; and

WHEREAS, the property owner is requesting to amend the Future Land Use Plan to Public/Institutional/Residential; and

WHEREAS, the property owner is asking for Aviation HOF Museum Text Specific Plan zoning which fits the Public/Institutional/Residential future land uses; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to the Future Land Use Plan to the Mayor and City Council by a vote of 7-0 at their February 25, 2025 Meeting.

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

Section 1. The area shown on the attached map consisting of about 3.5 acres at an unaddressed property on Franklin Road is changed from FLH2-Residential 2 Units Per Acre to RPI-Public/Institutional/Residential in the Future Land Use Plan for the City of Lebanon.

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

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

Notice of the Public Hearing was published in the Wilson Post on March 5, 2025.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

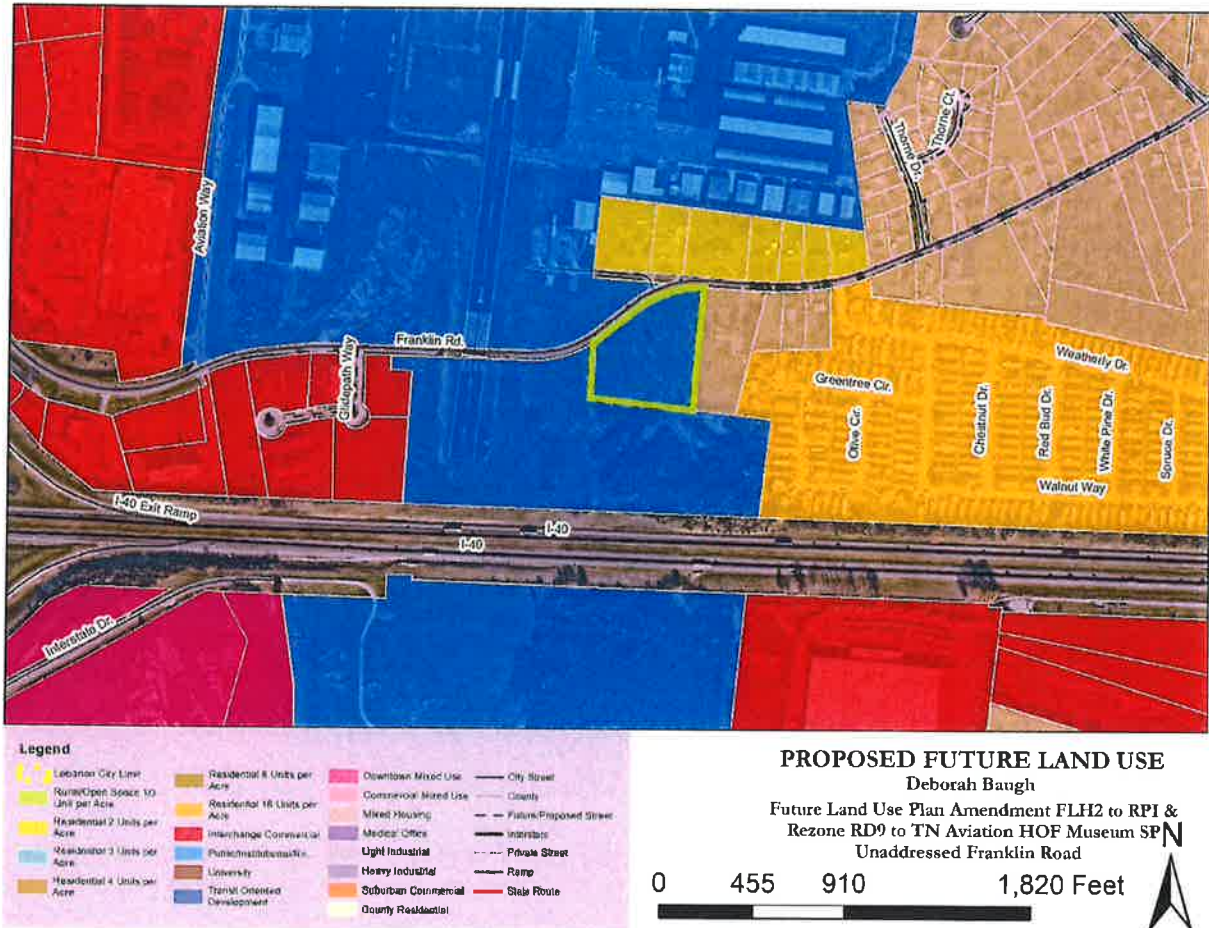
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



MAIN STREET MEDIA OF TN

PO Box 5009
Lebanon, TN 37088 US
+16154446008
accounting@mainstreetmediatn.com

**MAIN STREET MEDIA
OF TENNESSEE**

BILL TO

City of Lebanon (1)
Planning Office/TONYA JONES
200 Castle Hts Ave. N.
Lebanon, TN 37087

INVOICE # 492005206

DATE 03/05/2025

DUE DATE 04/01/2025

TERMS Due on receipt

SALES REP

LP

Legal Advertising : Legal Advertising	1	86.63	86.63
Wilson Post Legal Advertising FLU 25-7171 wp 3-5			

MainStreet Media of TN is the publisher of The Wilson Post, Gallatin News, Hendersonville Standard, Dickson Post, Robertson County Connection, Portland Sun, Murfreesboro Post, Cheatham County Exchange, Main Street Fairview, MS Nashville, MS Clarksville, Houston County Herald, Chronicle of Mt. Juliet, Pulaski Citizen, Lawrence County Advocate and Main Street Preps Website.

BALANCE DUE

\$86.63

Please note new remit address is PO Box 5009, Lebanon, TN 37088, Thank You!

Please make your check payable to Main Street Media--NEW REMIT ADDRESS is PO BOX 5009, LEBANON, TN 37088

Cost of Publication

\$ 86.63

PUBLIC NOTICE

In reference to Ordinance No. 25-7171, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 1, 2025, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for future land use plan amendment approval for about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from FLH2 to RPI in Ward 4. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

PUBLIC NOTICE

In reference to Ordinance No. 25-7171, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 1, 2025, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for future land use plan amendment approval for about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from FLH2 to RPI in Ward 4. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

STATE OF TENNESSEE

County of Wilson

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Wilson Post*, a newspaper, and that the hereto attached publication appeared in the same on the

03-05-2025

Dave Gould

Dave Gould, President

scribed and sworn to before me on the date of:

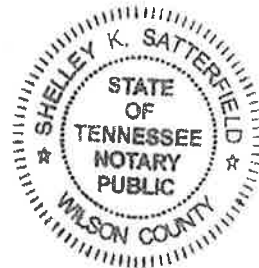
03-05-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

OCTOBER 28 2028



ZONING ORDINANCE 25-7172

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING REZONING APPROVAL OF ABOUT 3.5 ACRES AT AN UNADDRESSED PROPERTY ON FRANKLIN ROAD (TAX MAP 81 PARCEL 19.04) TO AVIATION HOF MUSEUM TEXT SP IN WARD 4

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

WHEREAS, the property owner would like to use the property for commercial uses; and

WHEREAS, the requested Future Land Use designation for this property is Public/Institutional/Residential in the Future Land Use Plan; and

WHEREAS, the owner is asking for Aviation HOF Museum Text Specific Plan zoning;
and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Zoning to the Mayor and City Council by a vote of 7-0 at their February 25, 2025 Meeting.

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

Section 1. That the property described herein be, and the same is hereby zoned Aviation HOF Museum Text Specific Plan:

Approximately 3.5 acres at an unaddressed property on Franklin Road as shown on the attached map.

For reference, see Deed Book 1410 Page 1583 in the Register's Office of Wilson County, Tennessee, Tax Map 81 Parcel 19.04, for Wilson County, Tennessee.

Section 2. The regulations for the Aviation HOF Museum Text Specific Plan are found in Exhibit A

Section 3. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 4. This resolution shall take effect after its adoption and upon the official annexation of this area.

Notice of the Public Hearing was published in the Wilson Post on March 5, 2025.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

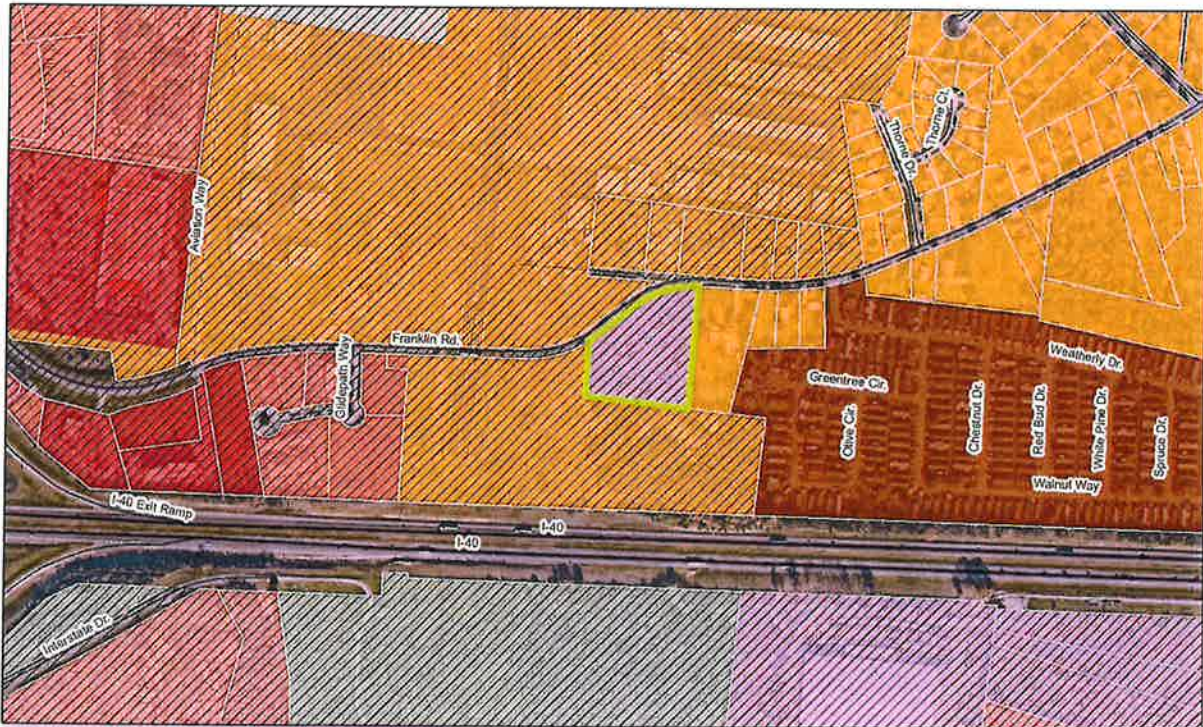
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



Legend

Limiting City Line	R8B	DO	City Street
Zoning - Overlay	R8M	SP	County
RM	R2	RL	Future/Proposed Street
DMU	CN	H1	Interstate
R8B	CD	UC	Private Street
R820	CR	RP2	Ramp
R812	CO	SP	State Route
R06	CP	HDRPUD	

PROPOSED ZONING

Deborah Baugh

Future Land Use Plan Amendment FLH2 to RPI &
Rezone RD9 to TN Aviation HOF Museum SPN
Unaddressed Franklin Road

0 455 910 1,820 Feet



EXHIBIT A

SPECIFIC PLAN ZONING REGULATION DETERMINATION FORM

1. SP Name

AVIATION HOF MUSEUM

2. SP Type

- Residential
- Commercial
- Industrial/Manufacturing
- Mixed Use

3. Closest existing zoning district (choose 1)

- RR CN
- RS20 CD
- RS12 CS
- RS9 CG
- RD9 CO
- RS6 OP
- RM6 DMU
- R2 IP
- RP2 IL
- UC IH

4. Uses Permitted

- Dwelling, single-family
- Dwelling, two-family
- Dwelling, townhouse
- Dwelling, multi-family
- Dwelling, mobile home
- Apartment Hotel
- Boarding or Rooming Houses
- College/University Dormitory & Greek Houses
- Administrative
- Community Assembly
- Community Education
- Cultural and Recreation Services
- Essential Services
- Extensive Impact Facilities
- Health Care Facilities
- Intermediate Impact Facilities
- Personal and Group Care Facilities
- Adult Entertainment
- Animal Care/Shelter and Vet Services
- Automotive Parking
- Automotive Repair and Cleaning
- Automotive Servicing
- Building Materials and Farm Equipment
- Consumer Repair Services
- Construction Sales and Services
- Convenience Commercial
- Entertainment and Amusement Services
- Financial, Consulting, and Administrative
- Food and Beverage Services
- Food Service Drive-in and Drive Thru
- General Business and Communication Services
- General Personal Services
- General Retail Trade
- Group Assembly
- Medical and Professional Services
- Transient Habitation
- Transport and Warehousing
- Undertaking Services
- Vehicular, Craft, and Related Equipment Sales
- Wholesales
- Light Industrial/Manufacturing
- Medium Industrial/Manufacturing
- Heavy Industrial/Manufacturing
- Agricultural Services
- Crop and Animal Raising
- Mining and Quarrying
- Plant and Forest Nurseries

Other MUSEUM

AV. HALL of Fame

x OTHER Event Space

5. Uses Prohibited

[Empty box]

Any use not specifically allowed

*What's Required Under RP2

SPECIFIC PLAN ZONING REGULATION DETERMINATION FORM

6. Minimum Lot Area

sq. ft.
 sq. ft.

for each additional unit if more than one residential unit is permitted per lot

7. Minimum Lot Width at Building Line

ft.

8. Minimum Building Setbacks

Front ft.
 Rear ft.
 Side ft.
 Corner ft.
 other specify (distance in ft.) and instance

9. Maximum Building Height

ft.
 other specify (in ft.) and instance

10. Building Area (building lot coverage)

%

11. Accessory Structures (residential only)

Permitted? Yes No
 Max. Area ft.
 Max. Height ft.
 Setback ft. (minimum 5 ft. off side & rear)

12. Sidewalks and Planting Strip

Minimum Planting Strip Width	Sidewalk Width	Street Tree Location
<input type="checkbox"/> 5 ft.	<input type="checkbox"/> 5 ft.	<input type="checkbox"/> planting strip
<input type="checkbox"/> 6 ft.	<input type="checkbox"/> 6 ft.	<input type="checkbox"/> well/planter/grate
<input type="checkbox"/> 7 ft.	<input type="checkbox"/> 7 ft.	
	<input type="checkbox"/> 8 ft.	

13. Planting Strip Character

- grass
- grass, low shrubs, perennials, or groundcover plantings
- well/planter/grate
- well/planter/grate with street furnishings every 100 ft (bike racks, lighted bollards, benches, trash cans, etc.)

* What's Required Under RP2

SPECIFIC PLAN ZONING REGULATION DETERMINATION FORM

14. Minimum Foundation Planting Width

- 6 ft
- 8 ft

15. Foundation Planting Character

- a. Two (2) Medium Evergreen Shrubs as specified in Section 14.805.D.6 for every thirty (30) feet of building façade; b. Eight (8) Small Evergreen or Deciduous Shrubs (or a combination thereof) of at least two different species as specified in Section 14.805.D.6 for every thirty (30) feet of building façade. The shrub requirement may also be met with a combination of shrub and ornamental grasses; c. One Class I Shade Tree or two (2) Ornamental Trees as specified in Section 14.805.D.6 for every fifty (50) feet of building façade.
- a. Two (2) Medium Evergreen Shrubs as specified in Section 14.805.D.6 for every thirty (30) feet of building façade; b. Eight (8) Small Evergreen or Deciduous Shrubs (or a combination thereof) of at least two different species as specified in Section 14.805.D.6 for every thirty (30) feet of building façade. The shrub requirement may also be met with a combination of shrub and ornamental grasses; c. One Class I Shade Tree, two (2) Class II Shade Trees, or three (3) Ornamental Trees as specified in Section 14.805.D.6 for every sixty (60) feet of building façade.
- a. Two (2) Medium Evergreen Shrubs as specified in Section 14.805.D.6 for every thirty (30) feet of building façade; b. Eight (8) Small Evergreen or Deciduous Shrubs (or a combination thereof) of at least two different species as specified in Section 14.805.D.6 for every thirty (30) feet of building façade. The shrub requirement may also be met with a combination of shrubs and ornamental grasses; c. Two Class I Shade Trees, three (3) Class II Shade Trees, four (4) Ornamental Trees, or a combination thereof to achieve a minimum of four (4) trees as specified in Section 14.805.D.6 for every ninety (90) feet of building façade.
- a. Two (2) Large Evergreen Shrubs as specified in Section 14.805.D.6 for every thirty (30) feet of building façade; b. Four (4) Medium Evergreen Shrubs as specified in Section 14.805.D.6 for every thirty (30) feet of building façade; c. Eight (8) Small Evergreen or Deciduous Shrubs (or a combination thereof) of at least two different species as specified in Section 14.805.D.6 for every thirty (30) feet of building façade. The shrub requirement may also be met with a combination of shrubs and ornamental grasses; and d. Two Class I Shade Trees, three (3) Class II Shade Trees, four (4) Ornamental Trees, or a combination thereof to achieve a minimum of four (4) trees as specified in Section 14.805.D.6 for every ninety (90) feet of building façade.

16. Buffer Matrix

adjacent properties	this SP				
RR	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
RS20	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
RS12, RS9, R09	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
RS6, RM6, R2	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
CD, DMU	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
OP, CN, CS	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
CO, RP2, CG	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
IP, IL	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
IH	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D
County	<input type="checkbox"/> n/a	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D

Buffer Types

Type A 20 foot deep Landscape Yard installed with the following: 1) One (1) row of large evergreen shrubs spaced a maximum of ten (10) feet apart, or two (2) staggered rows of medium evergreen shrubs spaced a maximum of six (6) feet apart; and 2) One (1) row of Class I Shade Trees spaced a maximum of thirty (30) feet on center.

Type B 20 foot deep Landscape Yard installed with the following: 1) Two (2) staggered rows of large evergreen shrubs spaced a maximum of ten (10) feet apart, or three (3) staggered rows of medium evergreen shrubs spaced a maximum of six (6) feet apart; and 2) One (1) row of Class I Shade Trees spaced a maximum of fifty (50) feet on center.

Type C 20 foot deep Landscape Yard installed with the following: 1) Six (6) feet tall masonry wall, fence, or combination thereof along the property line; and 2) Two (2) staggered rows of large evergreen shrubs spaced a maximum of ten (10) feet apart, or three (3) staggered rows of medium evergreen shrubs spaced a maximum of six (6) feet apart; and 3) One (1) row of Class I Shade Trees spaced a maximum of fifty (50) feet on center.

Type D Thirty (30) Foot deep Landscape Yard installed with the following: 1) Eight (8) feet masonry wall, fence, or combination thereof along the property line; and 2) One (1) row of small evergreen trees spaced a maximum of twenty (20) feet apart; and 3) One (1) row of large evergreen shrubs spaced a maximum of ten (10) feet apart, or two (2) staggered rows of medium evergreen shrubs spaced a maximum of six (6) feet apart; and 4) One (1) row of Class I Shade Trees spaced a maximum of fifty (50) feet on center.

17. Minimum Transparency

Choose either for ALL OR 1st & Upper Stories

- ALL n/a 10% 15% 20% 30%
- 1st Story n/a 10% 15% 20% 30%
- Upper Stories n/a 10% 15% 20% 30%

Effect: If the City Council adopts the SP zoning district, the SP zoning district replaces any zoning district regulations previously in effect for the property or land area. All uses, development activity, permits, site plans, subdivision plans, and certificates of occupancy shall conform to the standards that are established in the SP zoning district. Any regulation not expressed in this document shall comply with the Zoning Code and Subdivision Regulations in relation to the zoning district indicated in question 3 of this document, or the closest existing district, or type of plan submitted.

MAIN STREET MEDIA OF TN

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+16154446008
accounting@mainstreetmediatn.com

**MAIN STREET MEDIA
OF TENNESSEE**

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INVOICE # 492005207

DATE 03/05/2025

DUE DATE 04/01/2025

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BALANCE DUE

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Cost of Publication

\$ 86.63

PUBLIC NOTICE

In reference to Ordinance No. 25-7172, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 1, 2025, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for rezoning approval for about 3.5 acres at an unaddressed property on Franklin Road (Tax Map 81 Parcel 19.04) from RD9 to Aviation HOF Museum Text SP in Ward 4. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

STATE OF TENNESSEE

County of Wilson

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Wilson Post*, a newspaper, and that the hereto attached publication appeared in the same on the

03-05-2025

PUBLIC NOTICE

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Dave Gould

Dave Gould, President

described and sworn to before me on the date of:

03-05-2025

Shelley K Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

OCTOBER 28 2028



ORDINANCE NO. 25-7173

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 3 SECTION 10, TO AMEND SUBSECTION 5. TEMPORARY USE

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment of the Zoning Ordinance to the Mayor and City Council by a vote of 7-0 at their February 25, 2025 Meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Title 14, Chapter 3 Section 10 Subsection 5 be amended as follows:

Section 1.

~~5. Fireworks: A temporary use permit may be issued for outdoor displays and sales conducted either as a part of an existing business or as a free-standing use in any commercial or industrial district provided all fireworks tents shall be a minimum of fifty (50) feet from an adjacent property line or other building. To be measured from the edge of the tent side or overhang of the top, not to include ropes, tie-downs or other appendages used to secure tents. For the dates that Fireworks sales can be conducted, see Title 7 of the Lebanon Codes.~~

A temporary use permit may be issued for the operation of a farmer's market in any non-residential district, and Rural Residential Agricultural, subject to a maximum time period of three hundred days (300) days by administrative action. The time period for having the temporary use permit includes the time of putting up the structure and taking down the structure.

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

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

Notice of the Public Hearing was published in the Wilson Post on March 5, 2025.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

MAIN STREET MEDIA OF TN

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OF TENNESSEE**

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200 Castle Hts Ave. N.
Lebanon, TN 37087

INVOICE # 492005208

DATE 03/05/2025

DUE DATE 04/01/2025

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SALES REP

LP

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Wilson Post Legal Advertising Zoning Code amend 25-7173 wp 3-5			

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BALANCE DUE

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Cost of Publication

\$ 86.63

PUBLIC NOTICE

In reference to Ordinance No. 25-7173, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 1, 2025, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning code amendment to the Temporary Use section to replace the language in 14.310.5. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

PUBLIC NOTICE

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STATE OF TENNESSEE

County of Wilson

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Wilson Post*, a newspaper, and that the hereto attached publication appeared in the same on the

03-05-2025

Dave Gould

Dave Gould, President

Subscribed and sworn to before me on the date of:

03-05-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

OCTOBER 28 2028



ORDINANCE NO. 25-7174

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 2 SECTION 3, AND TITLE 14, CHAPTER 12 SECTION 5, TO UPDATE THE APPROVAL PROCESS FOR THREE-FAMILY AND FOUR-FAMILY RESIDENTIAL DEVELOPMENTS

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment of the Zoning Ordinance to the Mayor and City Council by a vote of 7-0 at their February 25, 2025 Meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Title 14, Chapter 2 Section 3 and Title 14 Chapter 12 Section 5 be amended as follows:

Section 1. Amend language in 14.203.B.4.

14.203.B.4.

A Three-Family and Four-Family Residential Development ~~that does not have more than 5,000 sq. ft. of roofed area on one parcel~~ may be reviewed as a multi-unit residential lot development plan when it does not have more than 5,000 sq. ft. of roofed area, 8,000 sq. ft. of impervious area, is not on a property with floodplain/floodway, or require any variances. Otherwise, they may be reviewed as minor site plans as regulated in Title 14.1205.B.1. If there are any known or suspected issues including, but not limited to, drainage, access, or any utility extensions needed, Staff may ask for a minor site plan.

Section 2. Amend language in 14.1205.B.1.

14.1205.B.1.

1. No Site Plan Required

- a. Single-Family Dwellings, Two-Family Dwellings
- b. Three-Family and Four-Family Residential Developments (when it does not have more than 5,000 sq. ft. of roofed area, more than 8,000 sq. ft. and less than 50% lot coverage of impervious area, is not on a property with floodplain/floodway, or require any variances). If there are any known or suspected issues including, but not limited to, drainage, access, or any utility extensions needed, Staff may ask for a minor site plan.
- c. Non-habitable improvements (air conditioners, dog houses etc.) and improvements that are not under a roof (uncovered decks, patios etc.).

Section 3. That all Ordinances in conflict herewith are repealed to the extent of said conflict.

Section 4. That this Ordinance shall take effect from and after its passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Wilson Post on March 5, 2025.

The Public Hearing was held at 5:55 PM in the City Council Chambers on _____.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

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200 Castle Hts Ave. N.
Lebanon, TN 37087

INVOICE # 492005209

DATE 03/05/2025

DUE DATE 04/01/2025

TERMS Due on receipt

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Cost of Publication

\$

86.63

PUBLIC NOTICE

In reference to Ordinance No. 25-7174, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 1, 2025, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning code amendment to 14.203.B.4. & 14.1205.B.1. to update the approval process for Three-Family and Four-Family residential developments. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Paul Corder at 444-3647 x2321. The public is welcome to attend.

Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

STATE OF TENNESSEE

County of Wilson

Personally appeared before me,

Shelley K. Satterfield

A Notary Public of Tennessee, Dave Gould, who being first duly sworn, made oath that he is President of *The Wilson Post*, a newspaper, and that the hereto attached publication appeared in the same on the

03-05-2025

PUBLIC NOTICE

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Dave Gould

Dave Gould, President

Subscribed and sworn to before me on the date of:

03-05-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield

My commission expires

OCTOBER 28 2028



ORDINANCE NO. 25-7187

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO CREATE A BUDGET FOR THE PUBLIC PRIVATE PARTNERSHIP
AGREEMENT FOR COLES FERRY PIKE WIDENING AND IMPROVEMENTS
APPROVED BY ORDINANCE NO. 23-6840**

WHEREAS, the Lebanon City Council passed Ord. No. 23-6840 to approve public/private partnership agreement with MI Homes for improvements to Coles Ferry Pike; and

WHEREAS, it is now necessary to create the budget for the public private partnership agreements for the Coles Ferry Pike widening and improvements.

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

Section 1. The Mayor and Commissioner of Finance and Revenue are hereby authorized to amend the 2024 – 2025 fiscal year budget as follows:

Department: Street Construction

From: 31690000-79000	Budget Fund Balance	\$522,285.00
316-36320	Developers Contribution	\$482,715.00
To: 31643109-79300	Improvements	\$1,005,000.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed First Reading: _____

Passed Second Reading: _____

ORDINANCE NO. 23-6840

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE PUBLIC/PRIVATE PARTNERSHIP AGREEMENT WITH MI
HOMES FOR COLES FERRY PIKE WIDENING AND IMPROVEMENTS**

WHEREAS, the Lebanon Planning Commission approved a preliminary plat for 1920 Coles Ferry Pike on February 22, 2022; and

WHEREAS, a public/private partnership agreement is now necessary to set forth the terms for improvements to Coles Ferry Pike; and


WHEREAS, such partnership 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 Public/Private Partnership Participation Agreement for Coles Ferry Pike Widening & Improvements between the City of Lebanon and MI Homes, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute such Public/Private Partnership Participation Agreement.

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

Attest:



Commissioner of Finance & Revenue

Approved:



Mayor

Approved as to form:



City Attorney

Passed First Reading: 8-15-23

Passed Second Reading: 9-5-23

8/21/2023

**PUBLIC/PRIVATE PARTNERSHIP FOR
THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE
COLES FERRY PIKE WIDENING & IMPROVEMENTS**

THIS PARTICIPATION AGREEMENT is entered into by and between Tamarack Land – Coles Ferry, LLC (the “Developer”), and THE CITY OF LEBANON, TENNESSEE (the “City”) to facilitate roadway improvements to Coles Ferry Pike.

WHEREAS, Coles Ferry Pike currently experiences traffic congestion at peak traffic hours in the vicinity of Jones Brummett Elementary School (JBES) & Tucker Trice Boulevard; and

WHEREAS, Developer is developing property located at 1920 Coles Ferry Pike pursuant to the preliminary plat approved by the Planning Commission on 2/22/2022 (the “Development”); and

WHEREAS, M/I Homes of Nashville, LLC (“M/I Homes”) is in contract with Developer to purchase the Development and is currently seeking various approvals from the City in connection with its planned purchase of the Development; and

WHEREAS, the City has reached a separate agreement with the developer (the “Averitt Landing Developer”) of an adjacent property located 722 Hancock Lane (the “Averitt Landing”) regarding the Project (as defined herein); and

WHEREAS, the Averitt Landing Developer is required to make certain improvements to Coles Ferry Pike to address traffic needs in the vicinity and mitigate increased traffic generation from their development (the “Project”) as shown on those certain Construction Plans for Coles Ferry Pike Widening prepared by John Anthony Leath, Registered Engineer No. 00111602 of GreenLID Design dated June 21, 2023 and incorporated herein by reference (the “Project Plans”); and

WHEREAS, the Project will include a shared center turn lane to the Development, the adjacent development at 722 Hancock Lane, and Tucker Trice Boulevard that will improve traffic flow and benefit students, school staff & visitors, and surrounding citizens; and

WHEREAS, the City Commissioner of Public Services has recommended that the City partner with Developer and Averitt Landing Developer by providing 52% of the total project cost, including utilities, (up to a maximum of \$835,000 plus any additional contribution required by Section III(D) below) to help fund the cost of the Project (the “City Share”); and

WHEREAS, the City has entered into a separate agreement with Averitt Landing to contribute approximately \$385,000 to the Project; and

WHEREAS, the City anticipates a minimum of \$205,500 in impact fees from the Development and Averitt Landing to support the City’s obligation to fund the City Share of the Projected Total Cost (as defined herein) of the Project; and

WHEREAS, the completion of the Project will benefit all parties and the general Community.

8/21/2023

NOW, THEREFORE, DEVELOPER AND THE CITY AGREE AS FOLLOWS:

I. SCOPE OF WORK:

- A. The parties agree that the scope of work for the Participation Agreement to be performed by the Averitt Landing Developer consists of the Project, as shown in Exhibit A, attached hereto, and incorporated herein (the "Scope of Work").
- B. The City shall cause the Project to be commenced and completed as described in Exhibit A and in accordance with the Project Plans.

II. TERMS AND CONDITIONS

- A. The Project specifically includes all work described in the Scope of Work.
- B. City shall be responsible to ensure that a qualified contractor performs the construction of the Project.
- C. The Averitt Landing Developer has previously provided the City Commissioner of Public Services a copy of its bid for the Project.
- D. Developer understands the City will regularly inspect the progress of the construction and installation of the Project;
- E. The Averitt Landing Developer is providing the City with a warranty for the Project for one (1) year after final completion of the Project.
- F. The City agrees that the Developer or M/I Homes, as applicable, shall not be restricted from receiving any approvals, permits or certificates of occupancy regardless of whether the Averitt Landing Developer has fulfilled its obligation to construct and convey the Project to the City.
- G. The City acknowledges that Developer may have to connect to the existing 16" water main to facilitate final plat recording and to provide water service to the Development until such time the Averitt Landing Developer completes the Project, and (ii) the possible reconnection of the Development water main to the new relocated 16" water main shall be included in the Scope of Work to be completed by the Averitt Landing Developer.
- H. City Staff shall expedite and complete its review of the Development's construction plans within ten (10) business days of each submittal to the electronic plan review system until City approval. City and Developer will work in good faith to reconcile any outstanding comments with each review cycle until construction plan approval. Expedited review cycles will allow the Developer or M/I Homes, as applicable, to complete the intended purchase and sale of the Development and allow for the reimbursement of the City for the Project as contemplated in this Participation Agreement.

8/21/2023

III. PAYMENT AND OTHER RESPONSIBILITIES

- | | |
|-----------------------|---|
| A. Anticipated Costs: | Totals |
| Roads/Drainage | \$1,004,164 16" |
| Water Line Relocation | \$597,621 |
| Total | \$1,601,785 (the " <u>Projected Total Cost</u> ") |
- B. The Developer shall be responsible for twenty-four percent (24%) of the Projected Total Cost (approximately \$385,000) (the "Developer's Share"). The City and Developer agree and acknowledge that the City may seek additional contribution from Developer and the Averitt Landing Developer as specified in Section III(D).
- C. The City agrees and acknowledges that the Water Department's share of the water line relocation shall not exceed the lower amount of 33.3% of the cost of the Water Line Relocation or \$200,000.
- D. If the actual cost of the Project exceeds the Projected Total Cost, then the City shall be responsible for 33.3% of any such additional costs and each Developer shall be responsible for an equal portion (33.3%) of the remaining 66.7% of such additional costs.
- E. Developer shall reimburse the City the Developer's Share within ten (10) business days of the issuance of the grading permit for the Development or within thirty (30) days of work commencing on the road widening project and/or the 16" water main relocation, whichever occurs first; provided however, such reimbursement obligation is expressly conditioned upon M/I Homes purchasing the Development.
- G.F. _____ Averitt Landing Developer has obtained the City's Commissioner of Public Services approval of the plans for the scope of the Project prior to commencing construction as described and depicted in the Project Plans.
- H.G. _____ The Mayor and Commissioner of Finance are authorized to establish and execute the necessary escrow account as mentioned above.

IV. MISCELLANEOUS:

- A. This agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- B. Any amendment to this agreement must be approved via ordinance of the City Council
- C. Developer may assign all its rights and obligations herein to at its sole option and discretion, and without the City's consent, upon written notice to the 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 shall be fully assigned and assumed by the named assignee.

8/21/2023

- D. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns, including but not limited to any successors and assigns of the Development. Venue for all matter arising under this Agreement shall be in the courts of Wilson County, Tennessee, and the parties hereto consent to the jurisdiction of such courts for any such legal proceedings.

[Signature Page attached Hereto]


8/21/2023

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year above written.

APPROVED AND RECOMMENDED:




Commissioner of Public Services




Utilities Director

APPROVED AS TO AVAILABILITY OF FUNDS:




Commissioner of Finance

APPROVED AS TO FORM:




City Attorney

THE CITY OF LEBANON:



Rick Bell, Mayor



Date

ATTEST:



Authorized Officer

8/21/2023

DEVELOPER:

A handwritten signature in black ink, appearing to read "Jeff Leone", is written over a horizontal line.

Tamarack Land – Coles Ferry, LLC c/o Jeff Leone

Date: 9/19/23

EXHIBIT A

Scope of Work

Coles Ferry Pike Improvements – to be completed prior to the City’s issuance of the first CO of Phase 2 of the Averitt Landing Development:

- a. Widen a portion of Coles Ferry Pike to a three-lane section with two (2) foot paved shoulders as depicted in the Project Plans;
- b. Overlay and restripe a portion of Coles Ferry Pike as depicted in the Project Plans;
- c. Build sidewalks along the portions of the improvements as depicted in the Project Plans (excluding the frontages of Averitt Landing and the Development);
- d. Abandon in place the existing 16" water main and install a new 16" water main outside of proposed roadway in a public utility easement as depicted in the Project Plans;
- e. Improve and accommodate for proper drainage along the length of the improvements as depicted in the Project Plans (excluding the frontages of the Averitt Landing and the Development).

The City agrees that the Developer or M/I Homes, as applicable, shall not be restricted from receiving any approvals, permits or certificates of occupancy regardless of whether the Averitt Landing Developer has fulfilled its obligation to construct and convey the Project to the City.

ORDINANCE NO. 25-7188

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND TITLE 2, CHAPTER 3, SECTION 2-302 OF THE LEBANON MUNICIPAL
CODE RELATIVE TO THE CITY STAFF REPRESENTATIVE ON THE
AIRPORT COMMISSION**

WHEREAS, it is now necessary to amend the Lebanon Municipal Code, Section 2-302 relative to change the city staff representative on the Airport Commission from "Commissioner of Public Services or a representative submitted by the Commissioner of Public Services" to "Director or Assistant Director of Public Works as determined by the Mayor."

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

Section 1. That the Lebanon Municipal Code, Title 2, Chapter 3, Section 2-302 is hereby amended by repealing "Commissioner of Public Services or a representative submitted by the Commissioner of Public Services" and replacing it with "Director or Assistant Director of Public Works as determined by the Mayor."

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

Attest:

Approved:

Commissioner of Finance and Revenue

Mayor

Approved as to form:

City Attorney

Passed First Reading: _____

Passed Second Reading: _____

CHAPTER 3

AIRPORT COMMISSION

Section

2-301. Airport Commission Created.

2-302. Membership.

2-303. Meetings.

2-304. Duties.

2-305. Expenditures.

2-301. Airport Commission Created. There is hereby created a commission for the City of Lebanon, Tennessee, to be designated as the "Lebanon Airport Commission." (1968 Code, §1-1201)

2-302. Membership. The airport commission shall consist of at least seven (7) members who shall be appointed by the mayor for a period of two years. The terms of the first members shall expire on the first regular meeting night of the city council in January of 1958 and then each two years thereafter. Two such members shall be a duly elected city council member and the **Commissioner of Public Services or a representative submitted by the Commissioner of Public Services** Director or Assistant Director of Public Works as determined by the Mayor.

Note: Pursuant to an interlocal agreement between the county and city (Ord. No. 17-5432), the County Mayor shall submit to the City Mayor, prior to July 1st of every even numbered year, the name of a County representative that shall be appointed by the City Mayor to the Commission. Annual contribution for a period of twenty years. (1968 code, §1-1201; Ord. 24-7039 August 2024)

2-303. Meetings. Public notice shall be given for meetings of the Airport commission and all such meetings shall be open to the public. The Airport Commission shall have at least one regular monthly meeting, which date and time the Airport Commission shall set, and shall have the authority to call and hold special-called meetings. A quorum shall be constituted when a majority of the Airport Commissioners appointed to the Commission are present. The airport commission chair shall be elected annually at the regular January meeting. (1968 code §1-1202; Ord. 24-7039 August 2024).

2-304. Duties. (1) The duties of the airport commission are to plan and recommend to the city council such action and steps as from time to time become proper and necessary for the expansion and improvement of Lebanon's municipal airport and to that end to apply for and secure from any agency of the State of Tennessee or of the United States Government on behalf of Lebanon, Tennessee, such funds as may now or hereafter become available for municipal airport expansion, extension, or improvement.

(2) In addition and complimentary to the duties addressed in Section 2-304(1), the Airport Commission shall have the following duties:

- (a) To promote the orderly growth, development, and use of the airport;
- (b) To promote public safety at and around the airport;
- (c) To oversee and enforce the policy of the airport, established by the City of Lebanon Municipal Airport Minimum Standards and Rules and Regulations,¹ and to assure service to the citizens who use the airport, owners of aircraft located at the airport, and the traveling public who utilize the airport;
- (d) To promote harmony between citizens who reside near the airport and the people who use the airport;
- (e) To review and recommend lease forms, contracts, and other agreements to the Lebanon City Council;
- (f) To recommend an airport budget to the Lebanon City Council and to oversee compliance with the budget;
- (g) To cooperate with the Tennessee Department of Transportation -- Aeronautics Division and the FAA in the development and use of the airport and to facilitate on behalf of the City and the receipt of FAA grants for the Airport; and
- (h) Any other duties as assigned by the Mayor or Commissioner of Public Services the Public Works Director or Assistant Public Works Director.

(3) The authority of the Lebanon Airport Commission to undertake the duties stated herein exist only when acting in session as a commission and not as individual persons. The airport commission shall annually, and as needed or required by these Minimum Standards,¹ report to the Lebanon City Council. The Airport Commission may not enter into, breach, or terminate contracts on behalf of the City, but shall recommend contracts and lease agreements to the city for either approval or disapproval. The commissioner of public services or the commissioner's designated representative Public Works Director or Assistant Public Works Director shall be empowered on a daily basis to act on behalf of the Lebanon Airport Commission and/or the City of Lebanon to enforce airport minimum standards and to oversee the real property known as the Lebanon Airport. The commissioner of public services Public Works Director or Assistant Public Works Director may appoint up to ~~three (3)~~ five (5) Airport Commission members to assist during inspections of leased property for the purposes of verifying compliance with a lease agreement.

¹Minimum Standards adopted by Ord. Nos. 06-2855, 15-4855, and 24-7121. These Minimum Standards are adopted as the official standards for the Lebanon Municipal Airport, and are of record in the office of the city recorder. (1968 code, §1-1203; Ord. 06-2856 Feb. 2006; Ord. 24-7039 August 2024; Ord. 24-7063 September 3, 2024)

2-305. Expenditures. The airport commission shall have the power and authority to expend such funds as may from time to time hereafter be made available to it either by grant, gift, or otherwise from any state, federal, or private source or by appropriation by the city council for Lebanon, Tennessee. Such expenditures shall be administered by the Commissioner of Public Services and/or the commissioner's authorized agent Director or Assistant Director of the Public Works Department. (1968 code, §1-1204; Ord. 24-7039 August 2024)

ORDINANCE NO. 25-7189

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND TITLE 8, SECTION 8-211 OF THE LEBANON MUNICIPAL CODE TO
AMEND THE DOWNTOWN FESTIVAL DISTRICT**

WHEREAS, the Lebanon City Council passed Ord. No. 23-6769 on June 20, 2023 to create a festival beer permit in §8-211 of the Lebanon Municipal Code; and

WHEREAS, the festival beer permit is limited to the Downtown Festival District; and

WHEREAS, it is now necessary to amend the Downtown Festival District to include East Main Street between College Street and Stone Street and a portion of 212 East Main Street, as depicted on the attached map.

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

Section 1. That Title 8 of the Lebanon Municipal Code is hereby amended by adding an additional location to Downtown Festival District in §8-211(5)(d) by adding the following to the end of §8-211(5)(d):

“as well as East Main Street between College Street and Stone Street and a portion of 212 East Main Street.”

Section 2. That the Downtown Festival District Map attached to Ord. No. 23-6769 is hereby amended to incorporate the areas on Exhibit A, attached hereto by reference as if appearing verbatim herein.

Section 3. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

EXHIBIT A - ORDINANCE 25-7189

Split Bean Roasting Co

Holder Law Office



170 feet

E Main St

Stone St

Wilson County Archives



ORDINANCE NO. 25-7190

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND TITLE 7, CHAPTER 1, SECTION 7-112 OF THE LEBANON MUNICIPAL
CODE RELATIVE TO THE BEGINNING DATE FOR FIREWORKS SALES**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7147 on February 18, 2025 to replace section 7-112 of the municipal code in its entirety; and

WHEREAS, in order to comply with Tennessee Code Annotated §68-104-101(8), the phrase “June 5” must be replaced by the phrase “June 20” throughout LMC §7-112.

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

Section 1. That Title 7, Chapter 1, Section 7-112 of the Lebanon Municipal Code is hereby amended as follows:

The phrase “June 5” is hereby repealed and replaced by the phrase “June 20” wherever it appears in Lebanon Municipal Code §7-112, and more specifically the following subsections:

1. (A)(5)
2. (C)(3)
3. (F)
4. (G)(3)
5. (K)

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

RESOLUTION NO. 25-2751

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE AN AGREEMENT WITH LEXISNEXIS RISK SOLUTIONS FOR
ACCURINT VIRTUAL CRIME CENTER ONLINE SUBSCRIPTION FOR THE
POLICE DEPARTMENT**

WHEREAS, an online subscription for the LexisNexis Risk Solutions Accurint Virtual Crime Center is now necessary in order to better protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, it is now necessary to approve an agreement with LexisNexis Risk Solutions for such online subscription.

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

Section 1. The Schedule A Accurint Virtual Crime Center Online (Subscription) between LexisNexis Risk Solutions and the City of Lebanon, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute such agreement.

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

Adopted this _____ day of _____, 2025.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

LexisNexis® Risk Solutions

SCHEDULE A
Accurint Virtual Crime Center
Online (Subscription)

Customer Name: Lebanon Police Department
Billgroup #: _____
LN Account Manager: Kimberly LaRue

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all applicable LexisNexis Risk Solutions entities shall be individually and collectively referred to as "LN". Customer acknowledges that the services provided under this Schedule A are non-FCRA services.

1. SCHEDULE A TERM

The term of this Schedule A will be 13 months beginning April 1, 2025 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 Ramp Up Period: Upon activation of the LN Services, and for the remainder of the first (1st) calendar month of the Initial Term ("Ramp Up Period"), Customer shall be granted a free trial in which LN agrees to waive the total transactional charges for all applicable online searches and reports.

2.2 Subscription Fees: Beginning on the first day of the first month following the Ramp Up Period, each 12-month period ("Year") Customer shall pay to LN \$10,500.00 ("AVCC Annual Subscription Fee") in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement (as further described in Section 2.2) and Accurint for Law Enforcement Mobile.

2.3 Accurint for Law Enforcement Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

2.4 Accurint for Law Enforcement Premium Features: Email Search Premium, Real Time Phones and Virtual Identity Search & Report, including when these features are report components.

2.5 Jail Booking Search & Report Option: Access to the Jail Booking Search & Report features are included in the AVCC Annual Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

2.6 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard

March 4, 2025

DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
InstantID Q&A
Law Enforcement Location Report
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.7 Accurant TraX Option: Beginning on the first day of the first month following the Ramp Up Period, Customer shall pay to LN each Year \$4,500.00 in exchange for access to the Accurant TraX option.

2.8 Fee Increases: At the end of each Year, all fees herein will be increased 3.00%.

2.9 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **March 17, 2025**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to a cloud environment. Should you have questions regarding this plan, please direct them to your Account Manager.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Lebanon Police Department

Signed: _____

Name: _____

Job Title: _____

Date: _____

March 4, 2025

Accurint for Law Enforcement
 (Updated January 28, 2024)
 (Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00

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Disclosed Entity Service	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
InstantID Q&A (charged per search)	\$1.30
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Wildcard Search	\$0.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00

Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00

March 4, 2025

Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00

March 4, 2025

-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25

-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Reverse Phone Append (not discountable)	\$0.10
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Multiple = 2 Or More Phones/Addresses Returned	--

Accurint for Law Enforcement Mobile
 (Updated January 28, 2024)
 (Plan 44)

PRICE SCHEDULE	
FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Business Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
Phones Plus	\$0.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Real Time Phone Search	\$0.00
Reports	
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00

March 4, 2025

-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00

RESOLUTION NO. 25-2752

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE ADVERTISING FOR BIDS FOR THE CONSTRUCTION OF THE
LEBANON POLICE DEPARTMENT ANIMAL CONTROL AND CODES BUILDING**

WHEREAS, the City wishes to advertise for bids for the construction of the LPD Animal Control and Codes building.

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

Section 1. The Mayor, the Commissioner of Finance and Revenue, and the Engineering Department are hereby authorized to advertise for bids for the Animal Control and Codes Building Project.

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

Adopted this _____ day of _____, 2025.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 25-2753

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE A RETAINAGE ESCROW AGREEMENT BETWEEN WILSON BANK
& TRUST, EDDIE CONRAD LLC DBA CONRAD CONSTRUCTION COMPANY, AND
THE CITY OF LEBANON FOR THE 2024 WATER SYSTEM IMPROVEMENTS
PROJECT**

WHEREAS, the City wishes to enter into a Retainage Escrow Agreement with Conrad Construction; and

WHEREAS, the city may retain a specified amount from the progress payments due under a contract for the 2024 Water System Improvements Project until completion of the contract; and

WHEREAS, Tennessee Code Annotated section 66-34-104 requires the amount withheld as retainage to be deposited in a separate escrow account maintained by a third party; and

WHEREAS, it is now necessary to approve the Retainage Escrow Agreement, attached hereto by reference as if appearing verbatim herein.

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

Section 1. The Retainage Escrow Agreement between Wilson Bank & Trust, the City of Lebanon, and Eddie Conrad LLC DBA Conrad Construction Company, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute such agreement.

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

Adopted this _____ day of _____, 2025.

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

RETAINAGE ESCROW AGREEMENT

This Retainage Escrow Agreement (the "Agreement") is dated as of the 1st day of April, 2025, by and between Eddie Conrad LLC DBA Conrad Construction Company (the "Contractor"), and CITY OF LEBANON (the "Owner"), and Wilson Bank & Trust (the "Escrow Agent").

PREMISES

A. Owner and Contractor have entered into a construction contract, dated the _____ day of _____, 20____ ("Contract"), whereby the Contractor will make certain improvements to in accordance with such Contract and providing that the Owner is to retain Five Percent (5%) of all pay applications submitted by the Contractor, all as more specifically set forth in the Contract, or as otherwise mutually agreed by Owner and Contractor evidenced by the signatures below;

B. Owner desires to create an escrow account with the Escrow Agent to deposit and hold such retainage in accordance with this Agreement; and,

C. Subject to the terms and conditions of this Agreement, Wilson Bank & Trust has agreed to act as Escrow Agent and to receive and hold the retainage paid to it until the receipt of a release by the Owner.

In consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, it is hereby agreed as follows:

1. The Owner hereby agrees to pay all retainage held pursuant to the Contract to the Escrow Agent with such retainage to be deposited by the Escrow Agent in a separate interest-bearing escrow account (the "Escrow Account").

2. Said Escrow Account shall be held by Owner, but, pursuant to TENN. CODE ANN. § 66-34-104, the funds therein shall become the sole and separate property of the prime contractor or remote contractor to whom they are owed, subject to the rights of the person withholding the retainage in the event the prime contractor or remote contractor otherwise entitled to the funds defaults on or does not complete its contract.

3. When Owner determines, in accordance with the provisions of the Contract or otherwise, that Contractor is entitled to all or a portion of the retainage, Owner shall forward a written release to the Escrow Agent in the form attached hereto as **EXHIBIT A**, whereupon all or a portion of the amounts held in the Escrow Account thereby released, together with any interest on the portion to be released, shall, upon request of the Contractor, be paid immediately to the Contractor by the Escrow Agent.

4. Should a dispute arise between the Owner and Contractor whereby the Owner fails to execute and deliver a written release to the Escrow Agent in the form attached hereto as **EXHIBIT A**, the Escrow Agent shall not be liable to either the Owner or Contractor for failure to

deliver the amount on deposit in the Escrow Account with interest thereon to the Contractor. In the event that litigation ensues between the Owner and Contractor, the Escrow Agent shall also be entitled to rely upon an order, judgment or other writing of a court of competent jurisdiction to release all or a portion of the amounts on deposit in the Escrow Account to such court, the Contractor or to the Owner, as applicable. It is the parties' intent that the Escrow Agent shall not be a necessary party to any litigation between the Owner and Contractor.

5. The Escrow Agent may not assign or transfer its responsibility as escrow agent hereunder to another escrow agent without first obtaining the written consent of the Owner and Contractor.

6. Subject to Section 9 of this Agreement, Escrow Agent shall not be entitled to any fees or other compensation for its services under this Agreement.

7. The Escrow Agent shall deposit the retainage paid to it by Owner in a interest-bearing Account at Wilson Bank & Trust, which shall serve as the Escrow Account.

8. The Escrow Agent shall be obligated only for the performance of such duties as are specifically set forth in this Agreement and may rely and shall be protected in acting or refraining from acting on any instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall have no responsibility for determining the identity or authority of the signer(s) of, or the authenticity of the signature(s) of this Agreement, the signature(s) on any written release pursuant to Section 3 of this Agreement, or the signature(s) found on any other document associated with the Escrow Account. The Owner and Contractor hereby warrant that all signatures found on all documents delivered to Escrow Agent in connection with this Agreement or the Escrow Account, including but not limited to any written release pursuant to Section 3 of Agreement, are genuine, authorized, complete and valid.

9. Should any controversy arise between the undersigned with respect to this Agreement or with respect to the right to receive the funds held in the Escrow Account, Escrow Agent shall have the right to institute a bill of interpleader in any court of competent jurisdiction to determine the rights of the parties. Should a bill of interpleader be instituted, or should Escrow Agent become involved in litigation in any manner whatsoever on account of this Agreement or the funds held in the Escrow Account made hereunder, the undersigned hereby bind and obligate themselves, their heirs and legal representatives, to pay Escrow Agent, in addition to any charge made hereunder for acting as Escrow Agent, reasonable attorney's fees incurred by Escrow Agent, and any other disbursements, expenses, losses, costs and damages in connection with and resulting from such litigation.

10. The Escrow Agent shall have no liability under, or duty to inquire into the terms and provisions of the Agreement or the Contract, and it is agreed that its duties are purely ministerial in nature, and that the Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence. Likewise, the Escrow Agent may act pursuant to the advice of counsel with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice, except for any action constituting willful misconduct or gross negligence. The Escrow Agent shall not be bound by any

modification, amendment, termination, cancellation, rescission or supersession of this Agreement unless the same shall be in writing and signed by Owner and Contractor and, if its duties as Escrow Agent hereunder are affected thereby, unless Escrow Agent shall have given prior written consent thereto.

11. The Escrow Agent may at any time resign hereunder by giving written notice of its resignation to the Owner and Contractor, at their address set forth in Paragraph 16 of this Agreement, at least ten (10) days prior to the date specified for such resignation to take effect, and upon the effective date of such resignation, the funds in the Escrow Account shall be delivered by it to a successor escrow agent or such other person as may be designated in writing by Owner and Contractor, whereupon all the Escrow Agent's obligations hereunder shall cease and terminate. If, at that time the Escrow Agent has not received a designation of a successor escrow agent, the Escrow Agent's sole responsibility after that time shall be to safe keep the funds in the Escrow Account until receipt of a designation of successor escrow agent or a joint written disposition instruction by Owner and Contractor or an order, judgment or other writing of a court of competent jurisdiction.

12. Owner and Contractor, jointly and severally, agree to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including the legal costs and expenses of defending itself against any claim or liability in connection with its performance hereunder, which obligation to indemnify, defend and hold Escrow Agent harmless shall survive the termination of this Agreement.

13. The Escrow Agent will provide a monthly statement of the Escrow Account to Owner.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

15. This Agreement shall automatically terminate when all funds have been distributed by the Escrow Agent pursuant to this Agreement.

16. The names and addresses of the parties to the Agreement are as follows:

OWNER: City of Lebanon
200 N. Castle Heights Ave
Lebanon, TN 37087
(615) 443-3605 ext. 2210

CONTRACTOR: Eddie Conrad LLC DBA Conrad Construction Co.
920 Tennessee Blvd
Lebanon, TN 37087

ESCROW AGENT: Wilson Bank & Trust
623 W. Main St.
Lebanon, TN 37087
(615) 444-2265

17. Any payments of income from this Agreement shall be subject to withholding regulations then in force with respect to United States taxes. Owner will provide the Escrow Agent with appropriate W-9 forms for tax identification number certification, if requested.

18. This Agreement and any written release pursuant to Section 3 of this Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement (and by facsimile or pdf transmission, which facsimile or pdf transmission signatures shall be considered original executed counterparts).

IN WITNESS WHEREOF, the parties have affixed their signatures, effective _____, 20____.

(Signatures to follow on next page)

OWNER:

City of Lebanon

By: _____
(Signature)

Name: Rick Bell
(Printed)

Its: Mayor
(Title)

Attested:

By: _____
(Signature)

Name: Stuart Lawson
(Printed)

Its: Commissioner of Finance & Revenue
(Title)

Approved as to form:

By: _____
(Signature)

Name: _____
(Printed)

Its: Lebanon City Attorney
(Title)

CONTRACTOR:

Eddie Conrad LLC DBA Conrad Construction Co.

By: _____
(Signature)

Name: _____
(Printed)

Its: _____
(Title)

ESCROW AGENT:

WILSON BANK & TRUST

By: _____
(Signature)

Name: _____
(Printed)

Its: _____
(Title)

EXHIBIT A

ESCROW ACCOUNT RELEASE AUTHORIZATION

To: WILSON BANK & TRUST ("Escrow Agent")
623 W. MAIN ST.
LEBANON, TN 37087
(615) 444-2265

By this Escrow Account Release Authorization, CITY OF LEBANON, TENNESSEE (the "Owner") hereby authorizes Wilson Bank & Trust to release retainage as specified with corresponding accrued interest, if applicable, less any fee(s) of Escrow Agent, if applicable, from the escrow retainage account of _____ (the "Contractor"), Account No. _____. Amount of retainage released is \$ _____ and shall be released in accordance with the Retainage Escrow Agreement, dated _____.

OWNER:

CITY OF LEBANON, TENNESSEE

By:	_____	_____
	(Signature)	(Signature)
Name:	_____	_____
	(Printed)	(Printed)
Its:	_____	_____
	(Title)	(Title)

CONTRACTOR:

By:	_____
	(Signature)
Name:	_____
	(Printed)
Its:	_____
	(Title)