



RICK BELL
Mayor

CITY OF LEBANON

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REGULAR CALLED CITY COUNCIL MEETING **AGENDA – March 17, 2026 - 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:**
February 26, 2026 – Work Session Meeting
March 3, 2026 – Regular Called City Council Meeting
6. **COMMUNICATION FROM CITIZENS**
7. **COMMUNICATION FROM MAYOR**
8. **REPORTS FROM MAYOR PRO TEM / COMMITTEES / ALDERMEN / OFFICERS**
9. **CONSENT BUSINESS:**
 1. **Ordinance No. 26-7368**, second reading, to approve a contract with Witt Sign Co. and related budget amendment for the replacement of the pylon sign at the Jimmy Floyd Family Center, by Alex Major, Jimmy Floyd Center Director.
 2. **Ordinance No. 26-7370**, second reading, to authorize the purchase of a portion of Tax Map 103, Parcel 30.01, Walnut Grove Road, Deed Book 2286, Page 639, by Kristen Rice, Executive Director of Engineering & Planning and Jake Pruitte, Capital Projects Manager.
 3. **Ordinance No. 26-7371**, second reading, to approve granting a perpetual Right-of-Way easement to Middle Tennessee Electric to serve new city construction at 355 West Baddour Parkway, by Kristen Rice, Executive Director of Engineering & Planning and Jake Pruitte, Capital Projects Manager.
 4. **Ordinance No. 26-7372**, second reading, to approve bids and award contract for the Equalization Basin and Pump Station, Project No. CL 23102, and to approve the related budget amendment, by Regina Santana, Utilities Director.

5. **Ordinance No. 26-7373**, second reading, to amend Titles 11 and 12 of the Lebanon Municipal Code to delete Section 11-401(4)(f) and to revise Titles in Section 12-104, by Andy Wright, City Attorney.
6. **Ordinance No. 26-7374**, second reading, to authorize budget amendments for the Police Department, by Mike Justice, Police Chief.

10. OLD BUSINESS:

1. **Ordinance No. 26-7356**, second reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing 541 Barton's Creek Road (Tax Map 81 Parcel 122) from FLH4 – Residential 4 units per acre & FLH8 – Residential 8 units per acre to DXU – Downtown Mixed Use & FLH8 – Residential 8 units per acre in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).
2. **Ordinance No. 26-7357**, second reading, to amend the South Hartmann Gateway Overlay for about 7.92 acres at 541 Barton's Creek Road (Tax Map 81 Parcel 122) from AS-SFD & WU-SFAD to WU-SFAD & WU-TCMx/TCR in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).
3. **Ordinance No. 26-7358**, second reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by changing 541 Bartons Creek Road from RPO – Rural Preservation/Open Space to Barton Village North SE Hybrid Specific Plan in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).
4. **Ordinance No. 26-7359**, second reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by amending regulations with the Leeville Pike Commercial Specific Plan for about 5.47 acres at 6050 Leeville Pike in Ward 4 (Request by Mid Tenn Powersports, LLC) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).
5. **Resolution No. 26-2818**, second reading, adopting a Plan of Services for the Annexation at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).
6. **Resolution No. 26-2819**, second reading, annexing property at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

7. **Ordinance No. 26-7360**, second reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by requesting Zoning approval of about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to RD9 in Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

11. NEW BUSINESS:

1. **Ordinance No. 26-7377**, first reading, to authorize a budget amendment for the Sewer Collection Department, by Regina Santana, Utilities Director.
2. **Ordinance No. 26-7378**, first reading, authorize budget a amendment for the Water Distribution Department, by Regina Santana, Utilities Director.
3. **Ordinance No. 26-7379**, first reading, to authorize budget amendments for General Maintenance, by Lee Clark, Public Works Director.
4. **Ordinance No. 26-7380**, first reading, to authorize a budget amendment for the Street Department, by Lee Clark, Public Works Director.
5. **Ordinance No. 26-7381**, first reading, to authorize budget amendments for the Garage, by Lee Clark, Public Works Director.
6. **Ordinance No. 26-7382**, first reading, to approve and adopt modifications to certain fees for the Fire Marshal's office and to amend the relative sections of the Lebanon Municipal Code, by Jason Baird, Fire Chief and Edward Felts, Fire Marshal.
7. **Ordinance No. 26-7383**, first reading, to authorize budget amendments for the Police Department, by Mike Justice, Police Chief.
8. **Ordinance No. 26-7384**, first reading, to authorize budget amendments for the Wastewater Treatment Plant, by Regina Sanata, Utilities Director.
9. **Ordinance No. 26-7386**, first reading, to approve a budget amendment for the Airport to roll over funds for runway improvements, by R.T. Baldwin, Assistant Public Works Director.
10. **Ordinance No. 26-7387**, first reading, to approve a budget amendment for the Airport to combine funds for the North Terminal Apron and SE Development Project, by R.T. Baldwin, Assistant Public Works Director and Lindsey Wolfenbarger, Finance Director.
11. **Ordinance No. 26-7388**, first reading, to authorize a budget amendment for the Emergency Services Unit, by Mike Justice, Police Chief.

12. **Ordinance No. 26-7390**, first reading, to authorize the purchase of property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, by Kristen Rice, Executive Director of Engineering & Planning and Lee Clark, Public Works Director.
13. **Ordinance No. 26-7391**, first reading, to approve and adopt modifications to certain fees for the Planning Department, Kristen Rice, Executive Director of Engineering & Planning and Josh Stahle, Senior Planner.
14. **Ordinance No. 26-7392**, first reading, to approve a budget amendment for City Hall Building Maintenance, by Lindsey Wolfenbarger, Finance Director.
15. **Ordinance No. 26-7393**, first reading, to approve the purchase of a drone and to authorize the related budget amendments for the Engineering Department, by Kristen Rice, Executive Director of Engineering & Planning and Mattie Neely, Engineering Services Director of Development.
16. **Resolution No. 26-2827**, of the City of Lebanon, Tennessee, opposing the establishment of an Immigration and Customs Enforcement Detention Facility within the city limits, by Rick Bell, Mayor.
17. **Resolution No. 26-2828**, to approve an agreement with C Spire Business for CJIS Cyber Security for the Lebanon Police Department, by Mike Collinsworth, MIS Director and Lindsey Wolfenbarger, Finance Director.
18. **Resolution No. 26-2829**, to approve an agreement with ITpipes for CCTV inspection program for pipeline management, Lote Kaesontae, Water/Sewer Manager.
19. **Resolution, No. 26-2830**, to approve the Escrow Agreement between Judy Construction, the City of Lebanon, Tennessee, and Wilson Bank & Trust as Escrow Agent, relative to the Equalization Basin and Pump Station Project, by Lindsey Wolfenbarger, Finance Director.
20. **Resolution No. 26-2831**, to join the State of Tennessee and other local governments in amending the Tennessee State Subdivision Opioid Abatement Agreement and approving the related settlement agreements, Andy Wright, City Attorney.
21. **Resolution No. 26-2832**, to approve an agreement with Motorola Solutions for a drone as first responder trial, by Mike Justice, Police Chief.
22. **Resolution No. 26-2833**, to approve a three-year agreement with C Spire Business for Barracuda email protection, by Mike Collinsworth, MIS Director and Lindsey Wolfenbarger, Finance Director.

12. ADJOURNMENT

WORK SESSION

February 26, 2026

Council members present: Councilors Geri Ashley, Camille Burdine, Chris Crowell, and Phil Morehead. Also present at the meeting were: Andy Wright, City Attorney; Lindsey Wolfenbarger, Finance Director; Chief Jason Baird, Lebanon Fire Dept.; Regina Santana, Utilities Director; Kristen Rice, Executive Director Engineering and Planning; Lee Clark, General Services Admin.; Chief Mike Justice, Lebanon Police Dept.; Tim Murray, LPD; Sarah Haston, ECD; Kristen Ragsdale, Council Secretary, Tonya Jones, Executive Administrative Assistant.

Absent: Councilors Joey W. Carmack & Tick Bryan

Mayor Bell opened the meeting at 5:05 p.m.

Mayor Bell began the meeting by informing those in attendance that Kristen Rice had items to present. He then gave a history recap of the ZF (TRW) property. In 1960, the City of Lebanon owned the property and allowed Ross Gear (TRW) to build a plant on the property and the city gave them a 99-year lease. The factory employed many people for decades. Ross Gear needed to expand and they city would not allow an expansion but offered to sell some of the property to Ross Gear for their expansion. They bought the land which literally splits the land ownership (that the building sits on) in half.

Kristen Rice reported that the entire property is 45 acres. ZF owns 11 acres and a small parcel at the top of the map (everyone was given a packet of material including a map of the area). The city owns 75% of the property and ZF 25%. Environmental protection in the 1960's and 70's was nothing like it is today. In 1987 the plant received an environmental remediation for contamination from Tennessee Superfund Division and work began to address site contamination of soil, groundwater, and slab. TDEC (TN Dept. of Environment & Conservation) has been overseeing the property since 1992. ZF moved operations & decommissioned the Lebanon plant in 2022. This site is very important to the City of Lebanon due to the visibility and location. It must remain industrial and there are more options for funding if the city owns it.

TDEC has been very helpful and a great resource to the city personnel. The consent order for TRW/ZF defines where the contamination is and also states that ZF will continue to be responsible for remediation regardless of who owns it. So, if the city buys ZF's portion of the property, ZF will continue responsibility for clean up. We have an outside legal attorney who specializes in this type of work. We also have hired an environmental engineer who has done testing. We have applied with TDEC for Brownfield's Voluntary Cleanup Oversight & Assistance Program (VOAP). This provides additional protection to the city that we are not responsible for contamination.

Phase 1 is an assessment report of the entire property and Phase 2 is an assessment report more specific to soil, groundwater, and slab soil gas and indoor air sampling. A large fan was found to be not working properly and it was replaced and is being retested. The building reports included roof, HVAC, electrical, and plumbing.

Councilor Crowell asked if there was lead paint in the building?

Kristen replied: yes.

Councilor Burdine inquired about the creek and if it was contaminated.

Kristen responded that the creek was good.

Councilor Morehead asked what happened if ZF went bankrupt since they are responsible for the cleanup.

Kristen replied that they had asked that same question already and ZF is in no financial binds at all. They are very sound. The price agreed upon is \$1.6M for the 11 acres and the portion of the building they currently own. All of their equipment has been removed and they have done quite a bit of cleaning. If City Council agrees to the terms, the plan is to present this at the March 17th council meeting for first reading, second reading at the April 7th meeting and to close the transaction at the end of April. TDEC is in full support of the city purchasing this and working with the city on getting the area cleaned up. They advised us about \$5M in grants that are available with \$500,000/year maximum. Brownfield Voluntary Agreement (BVA) has given lots of insight on next steps and processes to obtain this grant money. They have suggested building something new on the current paved area and remove the existing building and pave over the slab.

Councilor Ashley asked what the grant money could be used for if we buy ZF's portion.

Kristen replied it could be used to fill in the pits in the floor adding that ZF would be responsible for monitoring and reporting biannually. She added that the site lends well to a Public Works facility noting a great place to store equipment and that the office and cafeteria areas are very usable with a facelift. There is no contamination in the office or cafeteria areas. Some existing areas of the property would be great options to house the garage and salt shed.

Mayor Bell added that it is important that public works be able to utilize the property now. It is already properly zoned for industrial use which would make it easy and that a bigger garage is much needed now with all of the equipment they have to service.

Councilor Morehead asked if the long-term plan was to eliminate the building entirely. He suggested that the entire plan be thoroughly discussed and planned so that later the city is not wishing they had done things differently.

Lee Clark responded that they had been down that road before and had a master plan. He gave an example of the Lebanon Police building their new facility and the plan had been to expand to the left of the old police station and luckily COVID happened and they realized that they would already have outgrown that site if it had come to fruition.

Mayor Bell added that anything done or built on the site had to look good. It could not look like it does now – especially with the visibility of that location.

Lee replied that the biggest immediate need is a garage. The newer pieces of equipment are too large to go inside the current garage which limits the times those can be worked on (must be a non-rainy

day with appropriate temperatures). These restrictions make it difficult to schedule maintenance. The garage staff could be more efficient with an appropriate garage area.

Councilor Burdine asked when the closing would be.

Kristen repeated the dates she had given earlier; 1st reading March 17th meeting, 2nd reading at the April 7th meeting and closing at the end of April.

Kristen Rice then moved on to Topic #2 – Interchange Beautification and began by explaining this referred to landscaping at interstate interchanges and that the design process had started last year. The TDOT permit process was harder than they had imagined. They have very specific guidelines allowed in their right of way (ROW) such as location of signs, direction the signs face, lighting, etc. Kristen noted that pictures included in the packets she had given the councilors are what TDOT will allow. The original submittal was denied. The question was asked “Or neighbors three exits down have it. Why can’t we”? The approval they gave was for the South Hartmann and 231 interstate exits. Kristen asked council for feedback on the sign locations. They were approved for East bound and West bound at South Hartmann.

Mayor Bell asked why those two exit locations were decided.

Kristen explained that TDOT has plans to widen and modify the Sparta Pike exit area and TDOT was not approving any permits here because of their plans. The same explanation was given for the 109 exit.

There was a lot of back and forth discussion about the 109 exit and the signage there (denotes Gallatin and not Lebanon).

Kristen said that they had meetings with TDOT about 109 exit and the loop ramp there due to congestion and traffic issues caused by the current conditions. Semi-trucks use this exit a lot and they often come to complete stops so they can merge which causes major backups. It becomes a domino effect. TDOT has some plans to improve this and it will be 100% state funded with TDOT staff doing the work which would make completing the work much quicker. She added that the estimated cost for signs and landscaping at the 231 exit and the South Hartmann exit would be \$350,000 per location.

Mayor Bell responded that signs would be great but reminded everyone that he had two other guys wanting buildings and with needs.

Kristen clarified that the city would get better pricing by doing both signs at once. If we chose to do one sign now and then another at a later date, the estimated price per sign would be approximately \$200,000 and that does NOT include any landscaping.

Councilor Burdine suggested deferring this until the new budgets were done.

Mayor Bell asked if the permits that were approved had expiration dates.

Councilor Crowell advised that he was told by a representative of the state that we could pay \$25,000 and have our name put on the existing sign at the 109 exit.

Councilor Burdine added that the person who paid for the sign at Mt Juliet should pay for the City of Lebanon to have one too.

There was lots of discussion back and forth on the sign, the person volunteering to pay, and the rules of TDOT regarding their ROW permissions.

The February 26, 2026 Work Session ended at 6:00 p.m.

Attest:

Approved:

Lindsey Wolfenbarger
Director of Finance

Rick Bell
Mayor

Secretary:

Kristen Ragsdale

PUBLIC HEARING

March 3, 2026

The City Council met in regular session in the Town Meeting Hall of the City of Lebanon
Administrative Building at 200 North Castle Heights Avenue, Lebanon, TN.

Mayor Rick Bell called the Public Hearing to order at 5:55 p.m.

1. Request by Dewey Lineberry for Future Land Use Plan Amendment approval for about 10.82 acres at unaddressed properties on Central Pike (Tax Map 101 Parcels 26.01 & 26.06) from RPO to IL in the UGB (Planning Commission recommended denial by a vote of 8-0 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7353).

No comments were made by citizens at this time.

2. Request by Steve Moor for Future Land Use Plan Amendment approval for about 17.78 acres at 478 and unaddressed W Old Laguardo Road (Tax Map 48 Parcel 58.07 & Map 55 Parcel 35.01) from FLH2 to FLH16 in the UGB (Planning Commission recommended denial by a vote of 9-0 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7354).

A. Steve Moor, 143 Witherspoon, Gallatin: The character of this area has changed, but the Future Land Use Plan has not. This did not happen by accident. It happened by annexations and rezoning that did not match the Future Land Use Plan and those decisions were made by this body. For context, this property currently has a Future Land Use designation as R20 which allows roughly two units to the acre. Immediately adjacent to the west, the designation is multi-family which is up to 16 units per acre. On the other side at Highway 109, you have high traffic commercial zoning. So, effectively you have low density residential squeezed between significantly higher intense uses. Good planning transitions intensity. It doesn't isolate the lower intensity between the higher intense uses. To deny this amendment would leave this parcel as an island inconsistent with the surroundings. Planning should be based on land use patterns and sound planning principles; not individual preferences.

As full disclosure, we did look at commercial and due to rock and due to topo, it became very apparent that it's not feasible. So, we're not asking for rezoning. We're not asking for a plan of services tonight. This board can review that at another time. Tonight, we're asking for equal treatment and consistency. So, please ensure these property owners have the same opportunity to adapt as those that are around them. I respectfully ask for you to approve this amendment.

B. Valinda Merritt, 478 Old Laguardo Road East, Lebanon: I am co-owner of the property and am representing several other landowners that live around me tonight. We would not be here if not for the actions of the city. Our property, our home was in the country until the city

rezoned property all around us to allow apartments to invade our quiet, county setting. Now, being zoned agricultural, we cannot do anything with this property; not even live there in peace. This property is not suitable for agriculture. It is not suitable for commercial use. It is not suitable for single-family homes. The only use we have been able to get traction on is multi-family homes largely due to a lack of road frontage and the amount of bedrock on the property. We are begging you at this point to consider annexing our surrounding cutoff tract of land so that we can find a purpose for it sometime in the future. If not multi-family housing, we are open to any suggestions you might have that you could endorse. Please thoughtfully consider the position this board has created for not only our property, but also the other landowners in the same hole surrounded by commercial on one side and multi-family on the other. Thank you for your service and consideration.

3. Request by Suncrest Real Estate & Land for Future Land Use Plan Amendment approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from FLH4 & FLH8 to DXU & FLH8 in Ward 3 (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7356).

4. Request by Suncrest Real Estate & Land for South Hartmann Overlay Amendment approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from AS-SFD & WU-SFAD to WU-SFAD & WU-TCMx/TCR in Ward 3 (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7357).

5. Request by Suncrest Real Estate & Land for rezoning approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from RPO to Barton Village North SE Hybrid Specific Plan in the South Hartmann Overlay in Ward 3 (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7358).

A. Jerry McCaskill, 529 Scarlet Oak Road, Lebanon: My wife and I are in the new Del Webb/ Barton Village area right across from where this development is taking place. As I understand how we got here and I really don't oppose rezoning this to this particular zoning request because it only makes sense logically based on what Suncrest is already doing over there. But, as you may recall, when they presented this to everyone and to us, the idea was that South Hartman was going to be commercial and then it was going to transition into residential eventually. You've got Barton Creek Road there to further south and then the Del Webb where we are.

Now, what's happened is, I guess, because they didn't buy this particular piece of property or they couldn't, now they've purchased or agreed to purchase it and they're trying to figure out what to do with it. What they propose, and I don't have a problem with the first part, is to build 20 to 30 two-story detached homes on the west side of the property. The problem comes in on the east side of the property where they have apparently run into a problem with the airport authority. I don't understand exactly, but I'm sure there's somebody here that is on that board as well as a representative of the council, but the airport authority doesn't want houses going on that west side of this parcel. I don't know what the other options were that were considered. I don't know if they weren't financially feasible for Suncrest, but they've come up with this proposal to build a storage unit there. Now, agreed, storage units now aren't what I was used to when I had to store stuff in

college. Now, they're building these big nice square boxes that look something like this (he held up a picture for council to see). I know you probably can't see it well, but this is what U-Haul builds typically. It's a nice big box. It's nice and pretty. My problem is it's going to be a three-story building across from two-story houses. Not across a highway, not out at South Hartman where it might draw in customers, but back in the middle of this residential development. The people who will live in those houses who aren't here to represent themselves are going to be staring out at a big building that's commercial in an area where normally these things are put in light industrial areas in the community.

They've tried to work this out by agreeing to flip the building around so that the activity won't face the homeowners, which I think is admirable. But, I still have concerns about the lighting, natural screening with respect to shrubbery and trees. Also, I'm concerned about if they have signs advertising their business up at the top of the building. How are those going to be illuminated at night? I'm all for orange and white. I went to UT and I'm a big UT fan. But if U-Haul puts this big sign up here (pointed to top of picture of three story storage unit facility), even out in the country and tries to comply with the signage and lighting requirements of the city, that's going to carry.

Mayor Bell stated: Sir.

Mr. McCaskill continued: I know my time is up and I'll be back the next round.

6. Request by Mid Tenn Powersports, LLC for SP amendment approval for about 5.47 acres at 6050 Leeville Pike (Tax Map 79 Parcel 51.15) zoned Leeville Pike Commercial Specific Plan in Ward 4 (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7359).

No comments were made by citizens at this time.

7. Request by Elizabeth Johnson for plan of services for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1 (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting) (Reference Resolution No. 26-2818).

8. Request by Elizabeth Johnson for annexation approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1 (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting) (Reference Resolution No. 26-2819).

9. Request by Elizabeth Johnson for zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to RD9 in Ward 1 (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting) (Reference Ordinance No. 26-7360).

A. Steve Caballero, 1633 Summit Ridge Lane, Lebanon: May I make comments on all nine?

Mayor Bell replied: Sure. You have three minutes.

Mr. Caballero continued: I live at 1633 Summit Ridge in Lebanon and I am the chair of the Wilson County Democratic Party. I appreciate you giving me some time. Researchers with the University of Tennessee Institute of Agriculture project that Tennessee could lose roughly two million acres of farmland to residential and commercial development by 2030 if current trends continue. That would be over 17% of the total agricultural base. Wilson County, by comparison, by 030 at it's current rate of development could lose almost 24,000 acres, which is 13 ½% of its farmland. When you include an economic environment of tariffs, the bottom line is that Wilson County's one-billion-dollar agricultural industry is in jeopardy. Every Tennessean should be fighting for farmers and sustainable development instead of the rapid development that has been happening in our community in the past ten years or more.

The Wilson County Democratic Party participated in the 2024 "No Industrial Park" campaign to halt irresponsible development of Tucker's Crossroads Greenspace. And we applaud the Lebanon Planning Commission for its restraint and caution as it reviews potential zoning changes to accommodate in the future large Lebanon data centers and their environmental impact. We support sustainable growth and climate justice by supporting Democratic candidates for local and state office who will work to ensure that our farmers have solid economic reasons to stay in operation and local Lebanon developers are willing to make plans that include these seven recommended strategies. One, mixed land use, which promotes walkability, bikeability, and a sense of community.

Two, efficient development reduces sprawl. Diverse housing options which encourage social equity and an economic stability.

Four, transportation options which improve air quality, reduce traffic congestion and support healthier lifestyles.

Five, community collaboration which involves local stakeholders in the planning process.

Six, preservation of natural resources, which enhances biodiversity, supports local agriculture and preserves scenic areas.

And finally, climate resilience planning, which is a strategy that helps communities reduce their vulnerability to climate related disasters and increase the utility of their systems to adapt. Thank you for your time and thanks for your service to the city.

B. Derek Dodson, 106 Chapman Drive, Lebanon: 1544 Rutledge Lane – the short extension of North Hartmann Drive to Rutledge Lane will require property from two landowners, one being 1544 Rutledge Lane. At 231 North where North Hartmann will connect through to the section in the D.R. Horton neighborhood at 231 North, currently the inground boundary flags have been planted and are appropriately boulevard width spaced for future construction. Here's the problem, which is the amount of required buffer space beyond the road.

The city, meaning y'all, have a front setback space dimension for houses on a neighborhood street, but North Hartmann is a boulevard traffic artery, not a neighborhood street. Hence, D.R. Horton was allowed to plan front setbacks from houses to road on that section of North Hartmann as a neighborhood street rather than as a boulevard. The outcome illustrates idiotic city planning. At 1544 Rutledge Lane and the adjacent property where the boulevard of North Hartmann will be, there must be established a much larger front setback dimension from houses to road rather than the front setback dimension for RD9.

Same said for coming nearby Walker Estates. Kristen Rice doesn't do land use setback policy. Rather, you do Councilor Carmack and company. Councilor Carmack, here is some quick ugly history on the setback topic. And at least for now, I'll admit the ugly history regarding North

Hartmann through the D.R. Horton project. In 2018, Paul Corder multiple times put changes in setback on the city council agenda. Those city councilors who remain now are Councilor Bell, Councilor Crowell, and Councilor Bryan. The three of them sat on their hands and said absolutely nothing – zero, not a thing as these multiple setback changes came through. So, that is part of the problem. Not the entire problem with regard to the setback issue that I just presented; a neighborhood street versus a boulevard. So you guys should have a priority fixing the setbacks for a boulevard before rezoning a property that a boulevard must go through to RD9. But, here we are.

The March 3, 2026 City of Lebanon Public Hearing was closed at 6:13 p.m.

REGULAR CALLED LEBANON CITY COUNCIL MEETING

March 3, 2026

Mayor Rick Bell called the Regular Called City Council meeting to order at 6:13 p.m.

Invocation was given by Lee Clark

Tick Bryan led the Pledge of Allegiance to the United States Flag.

Council members present: Councilors Joey W. Carmack, Geri Ashley, Camille Burdine, Chris Crowell, Tick Bryan, and Phil Morehead. Also present at the meeting were: Andy Wright, City Attorney; Lindsey Wolfenbarger, Finance Director; Regina Santana, Utilities Director. Lee Clark, Public Works Director; Kristen Rice, Executive Director of Engineering & Planning; Josh Stahle, Senior Planner; Chief Mike Justice, Lebanon Police Dept.; Chief Jason Baird, Lebanon Fire Dept.; Tonya Jones, Exec. Admin. Assistant; and Kristen Ragsdale, Council Secretary.

APPROVAL OF MINUTES:

Motion was made by Councilor Carmack, seconded by Councilor Crowell to approve said minutes for February 12, 2026 – Work Session.

Motion was made by Councilor Carmack, seconded by Councilor Morehead to approve said minutes for February 17, 2026 – Regular Called City Council.

COMMUNICATION FROM CITIZENS:

Before beginning citizens comments, Mayor Bell had a few things to say. First of all, everyone who wants to speak will have the opportunity to speak, but I do ask that you not line up at the podium. When someone finishes talking, then someone else can step up. Also, we want to make sure that we run the meeting with respect to each speaker and what they have to say. We ask for no applause, no booing, or those types of things. Also, no threats. With that being said, please step to the podium and state your name and address and you have three minutes.

1. Lori Cameron, 109 Nickolas Circle, Lebanon: I want to say thank you to everyone. My Councilman Phil, to you, Mayor Bell, and to all of you that I may not know. I want to applaud you for the care and concern you show for what is now my hometown. I never thought I would live in Lebanon, but I've been here almost ten years now, which is the longest I've ever lived anywhere. So, thank you for doing what you do and for paying attention. I may not always like the details. We may not like those details, but you do pay attention to them.

In that respect, recently there's been a lot of news centering around Wilson County and Lebanon, Tennessee. Concerning potential ICE detention centers. Apparently that has died down now. I understand that the county is working on a resolution to prevent any such facility being built. I'd like to ask you respectfully that the city follow suit and also consider a resolution to prevent an ICE detention facility in our fair city. Thank you.

2. Christopher Slater, 602 Pemberton Drive, Lebanon: You've heard plenty of people that have spoken out about why they don't want an ICE facility here and reasons why and things like that. So, I'm not going to tell that to you. Instead, I'm going to talk about something that's equally important and that's me and my philosophy on the world. I was a social studies teacher for 20 years, 15 of it here in Wilson County. Every year I would be asked the same question at the beginning of the year, the dreaded question of every social studies teacher; "Why do we have to learn this?" Now, yes, I could have trotted out the old "Well, those who don't learn history are doomed to repeat it." But I taught eighth graders and they would have considered that a challenge and really try to follow through with it. Instead, I told them something else that was important. You need to learn social studies so that you can understand the most important lesson in life. That is, humans are stupid. And we are. We are the most illogical creatures ever put on this earth. If you doubt that, think about the necktie. Somebody took a rope, tied it around their neck, tightened it up until they could barely breathe, and then told everybody; "If you want to be taken seriously, then you have to wear one of these." And as a species, we went, "Okay." Except for women. We didn't ask women to do it because we knew they wouldn't fall for it.

So, we have proof that humans are stupid. Why do I bring this up? Well, first of all we have to know the difference between ignorance and stupidity. Ignorance is normal. Ignorance means you don't know something. We're all ignorant. That's fine. Stupidity is a choice. Stupidity is when you choose to remain ignorant or you choose to ignore something because you just don't want to. Well, I bring all of this up for one reason, and that goes back to the original topic; the possible ICE facility. We have been told, "Don't worry. It's not coming here." How much evidence do we need even with how things happened originally to know that we get told one thing, something else happens. Then we get told something else, something else happens. We would unfortunately have to put ourselves in the example of human stupidity as a city if we didn't take seriously the idea that this could still happen. We would also have to place ourselves in that same category, if we didn't try to find unique ways to deal with it. This administration has already shown that if we don't want something to happen, come up with a novel interpretation of a law or an ordinance and in the end, it might now win, but it will delay things long enough that they'll give up and go somewhere else.

That is something that we need to consider both as a city and the city council. I would love for the next time somebody wants an example of the ridiculousness of humans for me to be able to point out my relative that got ran over by a parked car or my friend who shot himself in the foot three times with the same bullet. Both true stories, by the way. I don't want to have to point out this city or the choices that we made. Thank you.

3. Jerry McCaskill, 529 Scarlet Oak Road, Lebanon: I'm going to take advantage of my opportunities. Getting back to my presentation with respect to 541 Bartons Creek Road. First of all, at the Planning Commission, one commissioner expressed concerns about wanting the lighting requirements to be a little bit more extensive than the minimum requirements. I think Councilman Crowell agreed that he's like to see more screening done than perhaps what the minimum natural screening requirements are, but there were no amendments made to the planning commission's recommendation. My understanding is that if you don't make those amendments at this point, we may be stuck with just the minimal requirements.

The other thing has to do with the signage on the exterior of the building. I would suggest that facing the homeowners on I think it's Yellowstone and also facing Barton's Creek Road, there's no reason for any illuminated signage on that building. That's going to create a lighting problem. But again, that's not included in any of the formal documents. I also don't think there needs to be any stand-alone external signage facing Barton's Creek or this road. Perhaps something at the driveway entering the property would be appropriate, but none of this is memorialized in any of these documents.

Now, at some point, perhaps the representatives from Suncrest will get up here, as they have done at all the meetings, and I believe they are sincere when they tell you they want it to look nice. They are going to go above and beyond. You know, they're going to put in more trees and more bushes and they're going to fix the lighting and it's going to be beautiful, but they're not legally bound to do any of those things as we stand now. So, you either have the opportunity to figure out the wording here and amend it, which seems a little unlikely, or perhaps defer it so that they can go back with the planning people, work on the language with respect to what the lighting is going to specifically look like, if there needs to be more requirements, address this issue of this external buildings, illuminated signage because I'm not going to get calls from people that move into that neighborhood when they're looking out a front window at a big light all night long when they're trying to put their kids to sleep. One of you is going to get that phone call. Why did y'all let them build this with a big light out here I've got to stare at all night? So, I appreciate the opportunity. The zoning people have been very professional and courteous throughout this process, as has Suncrest. We just need to work on maybe fine tuning it a little bit more than where it is now.

4. Josh Rowland, Kimley Horn, Nashville: I'm going to build on the momentum of our wonderful neighbor here (pointing to Mr. McCaskill). We've had plenty of conversations at our community meeting and at Planning Commission. I appreciate the compliments. We are trying to be real intentional with our communications with the neighbors. I'm representing the applicant this evening and will be available to have further discussion and answer any questions that come up. This is a pretty simple request this evening. The current Hartmann overlay has this property outlined with an 8-unit and 4-unit to the acre residential densities. Due to some conflicts with the airport overlay, we're having to restrict some of the residential on this property so we're requesting a commercial zoning.

Some of those uses that we're seeking to be allowed include self-storage. At the time, we had some interest and we're continuing to get interest from other commercial users. I just want to say that that use is not set in stone. But some of the detail in the application does speak to self-storage. This is a hybrid SP which means it creates bulk standards in land use areas but it allows for a variety of uses. So that is not a determined element at this time.

I was going to pass these out during the next part of the meeting, but I'll do this now so you've got a minute to review it. (copy of what was handed out will be attached to these minutes)

We have a few minor changes to our application based on what we heard at Planning Commission. The Planning Commission requested that we increase the lot widths from 32 feet to 40 feet wide, which is the minimum requirement in the Hartmann Overlay area. So, as we did that, a couple of minor shifts and changes happened. They are outlined in here (referencing the handout). One other thing we've requested to be added is veterinary services be an allowed use in the commercial area. Kind of like a Camp Bow Wow type thing where it's a highly amenitized type pet daycare facility is a use we'd at least just like to have the opportunity to consider. You know, with some of those changes, we had a slight shift in our road alignment through the middle of the site. So, the areas on either side, commercial and residential changed in a very small way. And then our greenway trail in the previous version of the application kind of bifurcated the park that's part of the original Barton Village SP and our proposed development area. We're just requesting that that remain along the road frontage so that it can be more accessible to the community.

We'll be available at the next part of the meeting to answer any further questions. Thank you.

5. Derek Dodson, 106 Chapman Drive, Lebanon: Collectively, y'all's commentary at the last city council meeting on February 17th was fantastic. I was appointed to attempt to help this body to try to be fantastic in the land use realm, tongue and cheek. Traveling on South Maple, whereby it crosses I40, it then becomes West Old Murfreesboro Road and the former Outlet Mall is on the left, which is now becoming 500 plus residential units. Across the road is one acre that was on last week's Planning Commission agenda for site plan approval for either retail or office space.

On 2/24, City Planner, Josh, made a long presentation of the facts and issues in play whereby Josh was absolutely brilliant. While Josh outlined applicable city land use policy, including that of the South Hartmann Overlay District. It was not his job to inject the common sense that the following people should be injecting; Mayor Bell and City Councilors at the meeting – Councilor Morehead, Councilor Crowell, and Councilor Carmack.

The applicant wanted this project to have an appropriate amount of buffer space between the proposed commercial building and Old Murfreesboro Road for customer parking and also, obviously, like all other built out properties on that stretch of road to South Hartmann Drive, then buffer space that could potentially be available if and when the road is widened over the next 500 years. But, the city position pressed for instead only a 10-foot buffer because insanely the property is in the South Hartmann Overlay and which demands buildings be built near the street, thereby negating that traffic artery being widened forever and which might be very significant if a future exit ramp is added at I40 and Old West Murfreesboro Road. That insanity via the South Hartmann Overlay designation in the name of a walkable neighborhood. But the walkable neighborhood is across the road inside the outlet mall property, not the traffic artery of Old Murfreesboro Road. The planning agenda item was deferred due to city land use policy insanity.

On Thursday, there is a meeting in this room of the Hartsville Pike area plan whereby among other will be considered economic strategies. The last time I went to a meeting like that ended up on the council agenda to make 231 North from the town square to Forrest Avenue two lanes because of an economic strategy. I just want to thank those who were on the council back then, Councilor Bryan, Councilor Bell, Councilor Crowell for voting against that idiotic nonsense. So, when I go to that meeting on Thursday, I'll have that in mind. Thank you.

6. Tonya Denny, 402 Barnes Drive, Lebanon: I am speaking on behalf of the Central Pike Project, the desired to amend the Future Land Use and to rezone to Light Industrial. I am speaking on behalf of the Lineberry Family. What their desire is, is to establish a large truck wash there on that 10 acres, a little over 10 acres, capturing the trucks that are already there in that area and that travel right past that on I840. Our town does not currently offer this service to trucks that are already here is my understanding. There isn't anything that's already here. The closest one is in Lavergne is my understanding; in another county. Trucking companies, like LoJac, Gilley Trucking, and other local trucking companies could spend their money here rather than going to a neighboring county and spending their money and the tax dollars going there.

The property across the street from us is already zoned industrial. There's blasting there currently. I'm not exactly sure what they're putting there, but there's a big something that going there and it's zoned industrial. City sewer is not available to this property right now. It's in the area, but it's over across the way. However; both of the tracts already have septic approval and that is noted on the recorded survey. In speaking with the Lineberry family, their intent as far as septic, sewer, and things like that is to have bathroom services for the employees, not a public restroom thing that would require a lot more capacity. If something with a pump station or something was needed that could be done or worked out, I feel sure that the owner is open to discussing that. So, thank you.

7. Jim Dunn, 1709 Blairmont Drive, Lebanon: You're probably surprised that I even showed up. First off, I just want to mention that I got a number of complaints about the dynamiting or explosions that are going on up at Bethlehem Road. I find that Nashville and the state is in charge of the explosions, and not the city. I was wondering if it's something to maybe think about is how much of our city do they have to blow up before it becomes any of our business. So, that may be something we think about in the future. I had some houses that were shaking because of it. Sooner or later, it quit and it's probably gone for now, but it may be something to bring up later.

Secondly, I want to thank all of you recently for the work that y'all did concerning the federal people that wanted to decide to join us and become citizens of our city. I understand that they've decided not to do that. I think that would be good for us that they don't and I appreciate all of your help and whatever you did and whoever you talked to to keep them from coming. Let somebody else take care of that business and we won't worry about it.

Last, but not least, I was looking at the agenda and the town hall meetings and I would like to thank all of you for the work that you do. I know we don't always agree with you about everything, but we always have a full agenda of the city moving forward and we are a city that's moving. When I first came here, there were like 20,000 people living here. Now, there's about 50,000 people around here. Every meeting we have, we have another group of people that's wanting to build something or change the farms into a housing project or whatever it might be. I know that y'all are going to have a tough job in the future. And I think we've got a good bunch of people up here (referring to the city council and staff) and we're proud of you. Although we fuss at you a lot, we do appreciate everything that you do. That's all I got to say.

COMMUNICATION FROM MAYOR:

Mayor Bell: I do have a couple of things. The first one is this. Several speakers mentioned the ICE facility and there were several elected officials, including myself and councilors here, who worked to divert that. I just want to thank everyone who helped in that. I do want to say quickly, and I'll let the councilors speak for themselves, but for myself, that's something as Mayor that I did not want here. There was a lot of work to make that not happen. I want to say this as far as the future goes, we are putting together a resolution for the council to address that. Also, we are preparing ourselves legally for anything in the future. This was a surprise to everyone. In the future, we do not want to be surprised anymore. So, we are establishing some things for whatever might come up as we go forward.

Also, I want to go back to our last city council meeting two weeks ago. Leading up to that city council meeting, Councilor Crowell had the idea to honor a local young man, Jayden Bailey, who had fought cancer for a long time. He was a basketball player at Lebanon High School. So, that night we proclaimed, "Jayden Bailey Day" and his coach, Jim McDowell, was here with his teammates and coaches – Jayden was not able to come. But, Coach McDowell took the proclamation to Jayden's home, gave it to him and he was able to watch it (the presentation of the proclamation at the city council meeting) on television that night. Sadly, two days later, Jayden passed away. The past couple of weeks have been really a celebration of him and this past weekend was his celebration of life at the high school. I want to thank fire and police for taking part in that for all that you did. I just want to one more time remember Jayden for his struggle and what he meant to this community and ask everyone to pray for his family as they go through this time.

One more thing. Just to remind the council that Councilor Burdine has requested a legal meeting. So, after this meeting, we'll step into the back room and have a legal session.

REPORTS FROM COMMITTEES / ALDERMEN / OFFICERS:

1. Councilor Joey Carmack: The only thing I really have to say is I want to thank you for keeping us updated and all the communication from state, federal, and local of keeping us updated on the ICE facility. Now that it's not coming, which is a great thing because none of the residents here wanted it; here or in the county.

To address Derek's concerns, we've talked about it several times. There's going to be buffers put in place. I've talked to Kristen (Rice) as late as this afternoon when I got off work. There's going to be fences put up and buffering put up on Hartmann Drive where that was put in prior to my being elected. That's going to be addressed; I assure you. This annexing of this property is something I do support. It's going to support the Hartmann Drive extension and I believe it's needed for the city. So, that's all I've got.

2. Councilor Geri Ashley: I think my only comments were in regard to the meeting at city hall. Is it Thursday? Thursday night – this is an opportunity for, I think there's going to be various meetings throughout the day for business owners, nonprofits, and then one here in this room at 6:00 p.m. Is that right, Kristen? Yes. So, it is the beginning of discussions about an economic strategy for the Hartsville Pike area now that the highway has opened. Most of that Hartsville Pike does fall in Ward 2 and we certainly could use some good economic development

in that ward. So, I would invite anyone that has some feedback to please attend that meeting and give us your suggestions. Thank you.

3. Councilor Camille Burdine: I just want to reiterate what the mayor said about the family of Jayden Bailey and just know that we are praying for you and that his legacy and his faith will continue for generations to come. We will continue praying for peace for you and we're thankful for his time here with us.

Mayor, I had a question that one of my constituents asked regarding our sports complex. You had gone on the radio stating, I think, that it had already been budgeted for. Is that correct?

Mayor Bell replied: If I said that, I didn't mean to say that. I know my last time on the radio was filled with a lot of big topics and we talked about that the last 30 seconds, so if I spoke too fast and led people in that direction, I apologize. I didn't mean that. But I do remember Coleman did ask me about that at the last minute. So, we have not approved that yet.

Councilor Burdine responded: Okay, I know we're working on it, though, for some of you that are wanting to know when phase two is coming. We are working on it. I agree with you, sir (looking at a gentleman in the audience who spoke earlier). We are not going to be ignorant on this subject. I agree that the ICE facility had no place here in Lebanon or Wilson County in my opinion. I know we have discussed it as a council and we are going to do everything we can to make sure that doesn't happen and to look at the bigger picture because we do know some things change. So, in whatever power we have and we're going to hire some other even greater power and we're going to continue working on that. Not to worry with that.

I did want to ask Kristen (Rice), how are we doing on the sidewalks on Leeville Pike and Byars Dowdy area? Are we still working on that?

Kristen replied: We're designing those in-house, so we've been working on those. Our surveyor has been out getting us some information too, so we're putting those together. Our goal is to get those to you later this spring with permission to bid those out once we have them together. So, we're working on the design.

Councilor Burdine responded: Okay. Thank you. And then, regarding the last meeting. I made some comments about Set Free Ministry. I had the opportunity and the pleasure really to meet with the minister and learn a little bit more about their practices. I was mistaken. They are conducting drug testing and doing background checks and I really do appreciate their willingness to collaborate with the city and their commitment to ensuring, going forward, the safety of both the residents and their surrounding community. In the coming weeks, we'll also be reaching out to more property owners, sober living facilities, and nonprofits regarding the unhoused in our community and continue the dialogue about being good neighbors and working together for the benefit of all. I did want to let you know that we're still working on that.

Finally, to your comments, sir, about the Del Webb area, welcome to Ward 3. I am your council person and I do appreciate you very much so coming and talking. Barton's Creek and Suncrest has always been a great partner, I feel like, with the city and has been working with me non-stop since the beginning of this project and I agree with you that there are some concerns. A lot of these things and these changes have been made because of the airport and not wanting many people around there. That was not their intention to start with, so they're having to pivot. You are

correct in saying that we haven't had amendments that will hold them to some of these. And I plan tonight to accept, approve, but with amendments to work on lighting, work on the buffering, lighting and signage on the buildings to help with those concerns. They do want it to be a nice project and I'm sure they will agree to all of these changes.

4. Councilor Chris Crowell: Mayor, thank you. I just want to echo what the mayor said about Jayden Bailey. We did have the honor of recognizing him at the last meeting. Unfortunately, he couldn't be here, but we did have Coach McDowell and several members of the basketball team and it was a special time. He (Coach McDowell) took the proclamation straight to Jayden and his family and it meant a lot to him and brought a smile to his face. Anytime we can do that in life in times of trouble and pain, I think it's a very positive thing. I appreciate everyone that's tried to support the family and appreciate everyone's prayers and continuing to do that.

Also, in terms of the basketball teams, I know the girls finished up last night and unfortunately, had a last second loss to Green Hill but a great season for them. I think the boys are playing tonight. I see Mr. Porter nodding back there. He may have a score for us. 7:30 it starts. Yeah, a little bit early for a score update. We wish them luck tonight; Go Big Blue.

Certainly, for the federal facility that was going to be located here, we hope that that doesn't happen ever. Because, that just wouldn't be good for our community. Frankly, I'm disappointed that the federal government would try to shove something, really anything, down our throat that's not good for our community. So, I appreciate the mayor, Representative Boyd, and Senator Blackburn in particular for all the hard work that they put it on that. But, everybody who weighed in and said, "this is not a good fit for our community." Whether you support those types of facilities or not, this is not the place for it. There's been a lot of hard work that's been done here for years to try to make this a great community and to build economic stability and prosperity. We don't want to see that melt away so we appreciate all the hard work there.

I just want to point out one thought on number one under New Business, That's the property that Tonya spoke about a minute ago. Certainly, I think a lot of the Lineberry family and Tonya does a great job in all of her real estate representation. I saw this item in the Planning Commission. It is adjacent to Ward 4 so I've tried to take a look at that. Like I said, they've done a lot for our community and they bring a lot of good concepts. I don't think this is a good fit for this particular spot. A truck washing facility probably would be good somewhere, but I think we probably need a better fit here. The Planning Commission was unanimous in the decision. Staff recommended denial. There's some other issues with the fit here. Obviously, I think they can come up with something better and Tonya, you all do a great job. So, I'm sure we'll see something better in the future there.

Just a compliment to Councilor Burdine there for working with members of the community on trying to make the SP better here. That's what an SP is for. Josh, you've worked on several of these in the past, so trying to work with the city, with the council and with the applicant to get the best product that we can for our community. Thank you, Mayor.

5. Councilor Tick Bryan: Thank you, Mayor. I don't remember if I mentioned this last meeting or not, because I don't know if my limbs were picked up in our neighborhood. But, I just want to tell you, Lee Clark and your crew did an excellent job. They picked up probably more than they should have. I know it wasn't just because of me and it wasn't because I was standing out there (laughter). All over town it was like that. They did an excellent job and I really appreciate

what you guys do. I know you don't get enough of that, but you really came through on that one and I thank you. That's all I have. Thank you.

6. Councilor Phil Morehead: I, too, wanted to thank Lee. Just in my neighborhood alone, I could not believe the number of trees that were down. It was just ridiculous. They were through there cleaning that up and I actually had heard rumor there were people from other towns bringing things into our town because we were doing such a great job of picking it up (laughter). I'm not kidding. I hope that wasn't true, but I did hear that.

As far as the ICE facility, we talked about it before. I just want to mention again that I think the city's doing everything in their power to stop that. I know the mayor actually even has a meeting with the federal attorney going forward to proactively now that this kind of got sprung on us and nobody knew it was coming to now try to take any step we can to try to shoot it in the foot before it ever comes back to us again.

Lastly, under the New Business items number two, the Future Planning Use Amendment that is in my ward, I'm going to be making a motion to deny that. Staff was adamantly against that. Planning Commission was against that. I believe it was 9-0. It is not in the city right now. It's not in the city limits, it doesn't match our Future Land Use Plan, it would require city sewer and it does not have sewer out there. So, at this point in time, I just can't see changing a Future Land Use Plan Amendment for something that until it becomes annexed into the city makes any sense to do that.

One other number I wanted to throw out. Kind of why I'm against this high density right now is when we had the last piece of property that got annexed into the city, now we have a grand total of 13, 019 units that are available to be built within the city limits of Lebanon without annexing another square foot. So, until a lot of time passes, this councilor will not be supporting any high density anywhere in the city. Thank you.

Councilor Carmack stated: For the record, mine was not high density.

CONSENT:

Ordinance No. 26-7361, second reading, to approve a budget amendment for the Street Department to purchase road salt, by Lee Clark, Public Works Director.

Ordinance No. 26-7362, second reading, to authorize budget amendments for the Hazardous Duty Supplement Benefit, by Sylvia Reichle, HR Director and Lindsey Wolfenbarger, Finance Director.

Ordinance No. 26-7363, second reading, to approve the updated Utility Billing and Other Customer Related Policies and Fees, by Harley Jones, CS Manager and Lindsey Wolfenbarger, Finance Director.

Ordinance No. 26-7364, second reading, to approve bids and award contract for the 2026 Street Paving Project and to approve the related budget amendment, Project CL26001, by Jake Pruitte, Capital Projects Manager and Kristen Rice, Executive Director of Engineering & Planning.

Ordinance No. 26-7365, second reading, to approve bids and award contract for the 2026 Street Striping Project and to approve the related budget amendment, Project CL26002, by Jake Pruitte, Capital Projects Manager and Kristen Rice, Executive Director of Engineering & Planning.

Ordinance No. 26-7366, second reading, to waive general fund fees for Wilson County's new building at the James E. Ward Ag Center located at 945 East Baddour Parkway, by Mattie Neely, Engineering Director of Development and Kristen Rice, Executive Director of Engineering & Planning.

Ordinance No. 26-7367, second reading, to authorize an upgrade for the telephone and radio recording system for Central Dispatch and to approve the related budget amendment, by Chief Jason Baird.

Motion was made by Councilor Morehead, seconded by Councilor Crowell, to pass said Ordinances. Motion carried unanimously. Ordinances were read and passed on second/final reading.

OLD BUSINESS:

Ordinance No. 26-7369, second reading, to approve the reclassification of an existing part-time position to full-time for the Accounting Department and authorize the related budget amendments, by Lindsey Wolfenbarger, Finance Director.

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

NEW BUSINESS:

Ordinance No. 26-7353, first reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing unaddressed properties on Central Pike (Tax Map 101 Parcels 26.01 & 26.06) from RPO- Rural Preservation/Open Space to IL – Light Industrial in the UGB (Request by Dewey Lineberry) (Planning Commission recommended denial by a vote of 8-0 at their February 9, 2026 Special-Called meeting).

Motion was made by Councilor Crowell, seconded by Councilor Morehead, to deny said Ordinance. Reason provided was to follow staff recommendation. Motion carried unanimously. Ordinance was read and failed on first reading.

Ordinance No. 26-7354, first reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing 478 and unaddressed W Old Laguardo Road (Tax Map 48 Parcel 58.07 & Map 55 Parcel 35.01) from FLH2 – Residential 2 units per acre to FLH16 – Residential

16 units per acre in the UGB (Request by Steve Moor) (Planning Commission recommended denial by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

Motion was made by Councilor Morehead, seconded by Councilor Crowell, to deny said Ordinance. Reason provided was to follow staff recommendation.

Discussion by Councilor Burdine: My question is if it's not in the city and they're not asking for an annexation, we've done a lot of Future Land Use changes. You know, we've kind of blanketed this with the Comprehensive Plan and we did try to look at areas. But, we have made changes before and since. I don't see what it really hurts to change our Future Land Use Plan at this time when no one's asking for annexation or services at this time. Just my thought because it really is backed up to apartments. It's kind of land locked. On the other side, it's got kind of junky commercial. People have a right to do what they want with their property and we're deciding the Future Land Use Plan and not the property owner. At this time, they're not really asking anything from us except for a Future Land Use change.

Councilor Morehead added: I have met with the folks a number of times and we've yet to work out something completely but I have said I would not support any high density unless it was tied to some of the other property between them and 109 where it could be done as a mixed-use development. Until something in that whole area can be put together, it just doesn't make sense to me at this time to even change the Future Land Use Plan considering they can't do anything with that property without city services anyway.

Councilor Burdine responded: Well, it's in the county, I mean, they might could do something better with the county.

Councilor Morehead replied: Then, they can do that in the county. We don't need to change the Future Land Use Plan for that.

Councilor Crowell added: I would see it as a timing issue more so. I'm not prepared to vote for that right now.

Council Voted as follows:

Councilor Carmack – No
Councilor Ashley – No
Councilor Burdine – No
Councilor Crowell – Yes
Councilor Bryan – Yes
Councilor Morehead – Yes

Kristen Ragsdale announced a tie vote. Mayor Bell voted yes and the motion passed by a vote of 4-3. Ordinance was read and denied on first reading.

Ordinance No. 26-7356, first reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing 541 Bartons Creek Road (Tax Map 81 Parcel 122) from FLH4 – Residential 4 units per acre & FLH8 – Residential 8 units per acre to DXU – Downtown Mixed Use & FLH8 – Residential 8 units per acre in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).

Motion was made by Councilor Burdine, seconded by Councilor Ashley, to pass said Ordinance.

Councilor Burdine stated: her motion was to approve with the three modifications adding, “I’m not sure if this is the right place to do that asked if this was the right place to do that.”

Josh Stahle noted that it was not the right place.

Councilor Crowell asked for clarification if the amendments come in the next motion. Is that right?

Mayor Bell noted: Yes, the amendments would come in a later item, asking Josh for confirmation of that.

Josh replied: At number five (Ordinance No. 26-7358).

Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 26-7357, first reading, to amend the South Hartmann Gateway Overlay for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from AS-SFD & WU-SFAD to WU-SFAD & WU-TCMx/TCR in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).

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

Ordinance No. 26-7358, first reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by changing 541 Bartons Creek Road from RPO – Rural Preservation/Open Space to Barton Village North SE Hybrid Specific Plan in Ward 3 (Request by Suncrest Real Estate & Land) (Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).

Motion was made by Councilor Burdine, to pass said Ordinance with three modifications they brought to us along with an amendment to include no backlighted signs on buildings facing Barton’s Creek Drive, building transparency to be opaque facing Barton’s Creek Drive, and with more landscaping and buffers in that area especially if it is a storage facility. We have a great

example of a fine-looking indoor storage area on South 231. So, I would recommend that you guys get with Josh and look at that SP they did for that storage unit if that is going to be one of your choices.

Discussion by Councilor Ashley: Are there any restrictions to the number of stories to that building?

Mayor Bell stated: We have a motion. We need a second before we discuss.

Councilor Carmack responded: I was the second, but do I have to accept her amendments, Andy or no?

Andy replied: You don't have to.

Councilor Carmack clarified: I mean procedurally.

Andy replied: You can just say you accept the amendments and I vote on your second.

Councilor Carmack continued: I am the second and I accept all of her amendments.

Mayor Bell added: We have a motion by Councilor Burdine and a second by Councilor Carmack. Now, we can discuss.

Councilor Ashley asked: So my question is, is there any limitations on the number of stories of this building? Because this was this gentleman's concern about a three-story building in the middle of a residential neighborhood.

Josh Stahle answered: So, they've already addressed that in their SP. So, we don't see any concern with that. It is a two-story maximum height. The building can be slightly taller than the single-family homes, but it's not out of the ordinary. It's well within the height transition that we would see anywhere else in the community.

Councilor Burdine asked: And is there backlit signs or that isn't allowed?

Josh confirmed: We already don't allow those.

Motion carried unanimously. Ordinance was read and passed as modified on first reading.

Ordinance No. 26-7359, first reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by amending regulations with the Leeville Pike Commercial Specific Plan for about 5.47 acres at 6050 Leeville Pike in Ward 4 (Request by Mid Tenn Powersports, LLC) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

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

Resolution No. 26-2818, first reading, adopting a Plan of Services for the Annexation at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

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

Resolution No. 26-2819, first reading, annexing property at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

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

Ordinance No. 26-7360, first reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by requesting zoning approval of about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to RD9 in Ward 1 (Request by Elizabeth Johnson) (Planning Commission recommended approval by a vote of 9-0 at their February 9, 2026 Special-Called meeting).

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

Ordinance No. 26-7368, first reading, to approve a contract with Witt Sign Co. and the related budget amendment for replacement of the pylon sign at the Jimmy Floyd Family Center, by Alex Major, Jimmy Floyd Center Director.

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

Ordinance No. 26-7370, first reading, to authorize the purchase of a portion of Tax Map 103, Parcel 30.01, Walnut Grove Road, Deed Book 2286, Page 639, by Jake Pruitte, Capital Projects Manager and Kristen Rice, Executive Director of Engineering & Planning.

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

Ordinance No. 26-7371, first reading, to approve granting a perpetual right-of-way easement to Middle Tennessee Electric to serve new city construction at 355 West Baddour Parkway, by Jake Pruitte, Capital Projects Manager and Kristen Rice, Executive Director of Engineering & Planning.

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

Ordinance No. 26-7372, first reading, to approve bids and award contract for the Equalization Basin and Pump Station, Project No. CL23102, and to approve the related budget amendment, by Regina Santana, Utilities Director.

Motion was made by Councilor Morehead, seconded by Councilor Crowell, to pass said Ordinance.

Discussion by Councilor Burdine: Where is this one located, Regina?

Regina Santana answered: It's the one that's over behind the new animal control facility.

Councilor Carmack added: It's the one I fought and it's in Geri's ward now, so I'll wave my flag (laughter).

Councilor Burdine stated: Yes, let's just get it through..

Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 26-7373, first reading, to amend Titles 11 and 12 of the Lebanon Municipal Code to delete Section 11-401 (4)(f) and to revise titles in Section 12-104, by Andy Wright, City Attorney.

Motion was made by Councilor Ashley, seconded by Councilor Carmack, to pass said Ordinance.

Discussion by Councilor Crowell: I didn't actually look over this one before the meeting so I confess. I just wondered if you could give me the thumbnail.

Andy replied: It's just two little housekeeping things. The Chapter 11 Amendment I actually repealing a section that was actually supposed to have been deleted a couple of years ago and Beth found where it hadn't been because it came up. Then, the Title 12 Amendment is simply in all instances where we had Commissioner of Public Works and we're replacing that with Kristen Rice's new title.

Councilor Burdine replied: Okay. My other question was I know we have talked mayor, too that our municipal code would be updated by the end of last year. Has that been done?

Andy responded: We're still working with a company called Community Law Group, I think that's what it is. Beth is working with them and they've got it all. We're waiting to hear from them. It's been amended 20 times since they've had it. We should have the software included in what they're doing that will allow us to go in and make amendments, so we can have instant amendments on our website. Such as these two, then all we'd have to do is go in and just change it in our document and then it will populate to the website with all of the changes.

Councilor Burdine asked: So, when will it be finished?

Andy replied: I don't know the answer to that, Camille, but I can certainly find out for you.

Councilor Burdine replied: Okay, please do.

Motion carried unanimously. Ordinance was read and passed on first reading.

Ordinance No. 26-7374, first reading, to authorize budget amendments for the police department, by Mike Justice, Police Chief.

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

Resolution No. 26-2823, authorizing the issuance of not to exceed eighteen million five hundred thousand and no dollars (\$18,500,000) general obligation bonds of the City of Lebanon, Tennessee, by Lindsey Wolfenbarger, Finance Director.

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

Resolution No. 26-2824, authorizing the issuance of General Obligation Bonds of the City of Lebanon, Tennessee in the aggregate principal amount of not to exceed \$18,500,000, in one or more series; making provision for the issuance, sale, and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest of the bonds, by Lindsey Wolfenbarger, Finance Director.

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

Resolution No. 26-2825, to authorize application for and acceptance of funds obtained through the Bureau of Justice Assistance Grant Program, by Mike Justice, Police Chief.

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

Resolution No. 26-2826, to authorize advertising for proposals for Engineering Design Services for Lebanon Sports Complex Phase II, by Jake Pruitte, Capital Projects Manager and Kristen Rice, Executive Director of Engineering & Planning.

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

The March 3, 2026 Regular Called Lebanon City Council Meeting adjourned at 7:07 p.m.

Attest:

Approved:

Lindsey Wolfenbarger
Finance Director

Rick Bell
Mayor

Secretary:

Kristen Ragsdale

Barton Village North SE - Specific Plan Zoning

Minor revisions requested for approval by City Council based on conditions recommended at the Planning Commission hearing.

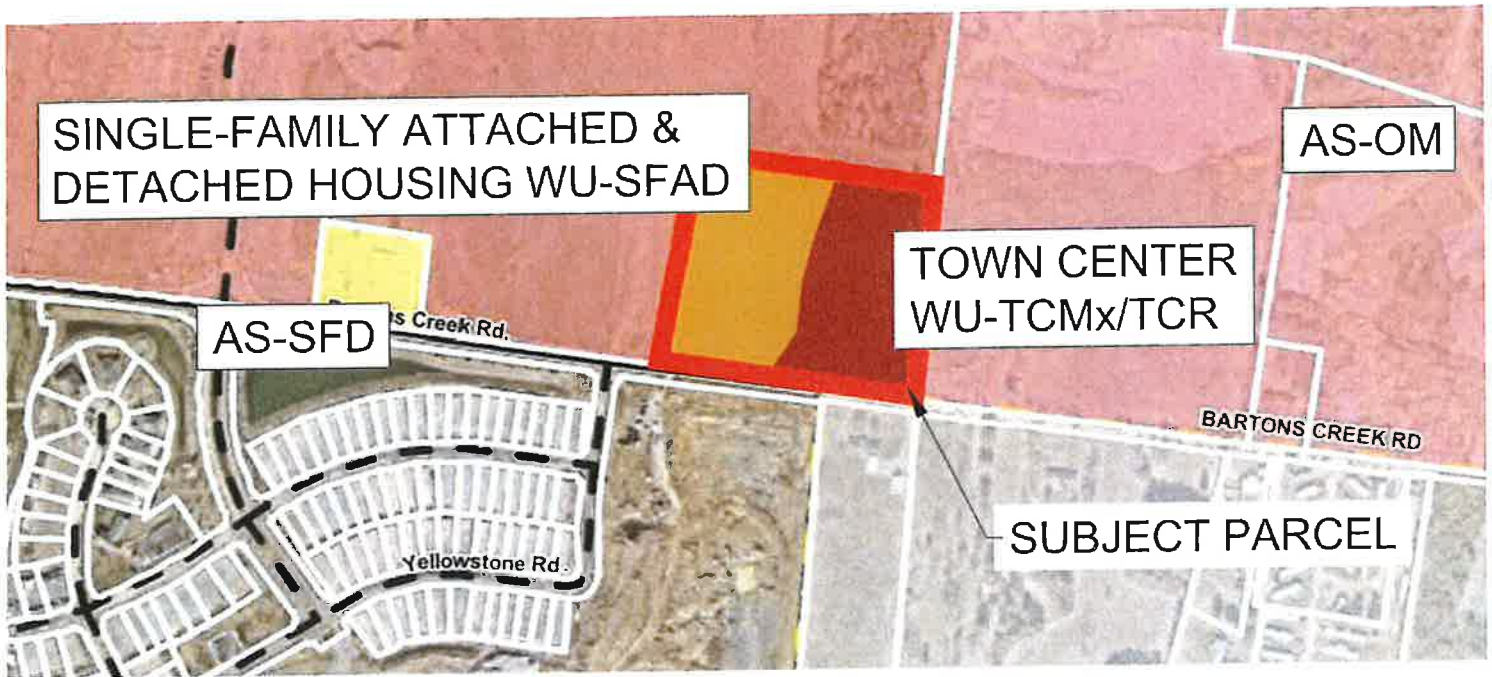
1. **Allowed Uses** – Add Veterinary Services to the allowed uses in the commercial zoning area.
2. **Land Use Areas** – Shift the road between the residential and commercial areas to accommodate the 40' lots requested by the Planning Commission, this change increases the park area in the project.
3. **Green Way Trail** – Continue trail location along road frontage of Bartons Creek Road and the road fronting the park, in lieu of routing it behind the park.

(see following exhibits illustrating the proposed revisions)

Land Use Area - Before

WU-SFAD: +/- 4.1 acres (+/- 0.7 ac. Park expansion)

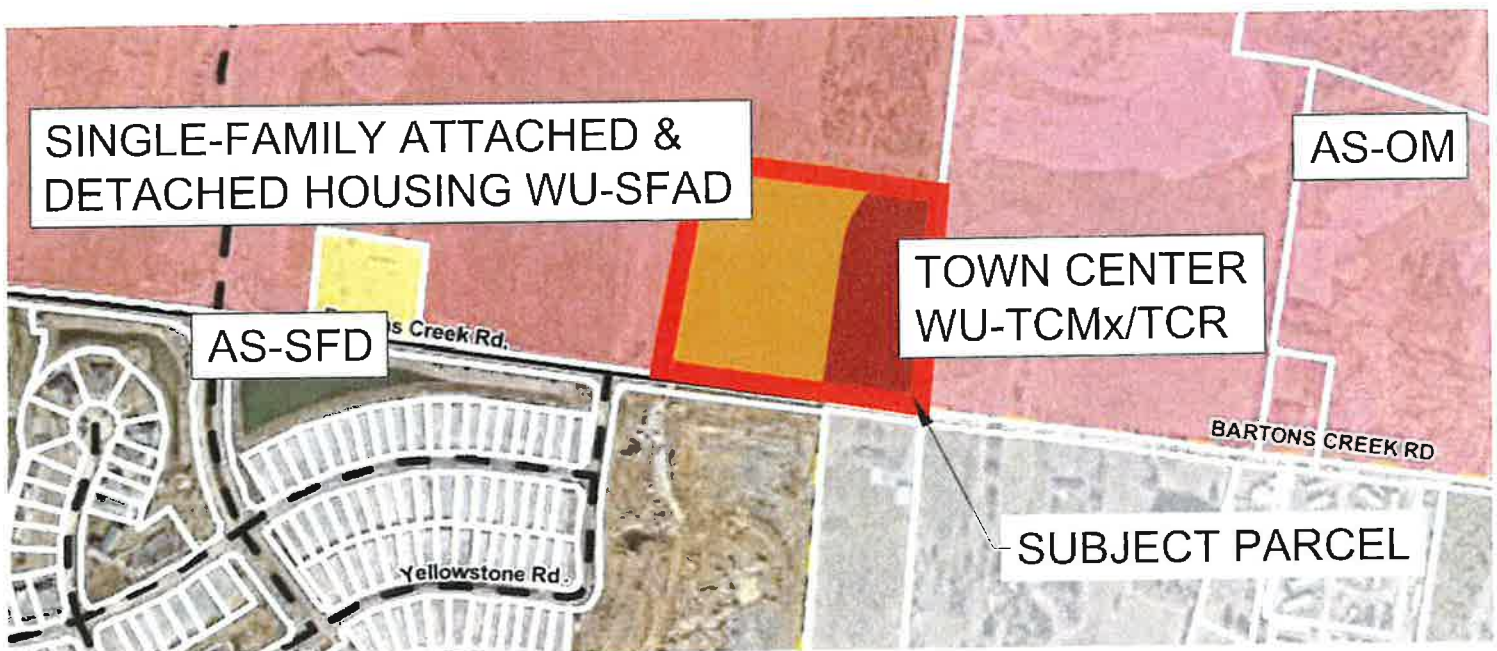
WU-TCMx/TCT: +/- 3.0 acres



Land Use Area - After

WU-SFAD: +/- 4.4 acres (+/- 1.0 ac. Park expansion)

WU-TCMx/TCT: +/- 2.7 acres



Site Plan - Before

30 single family lots (32'x110')

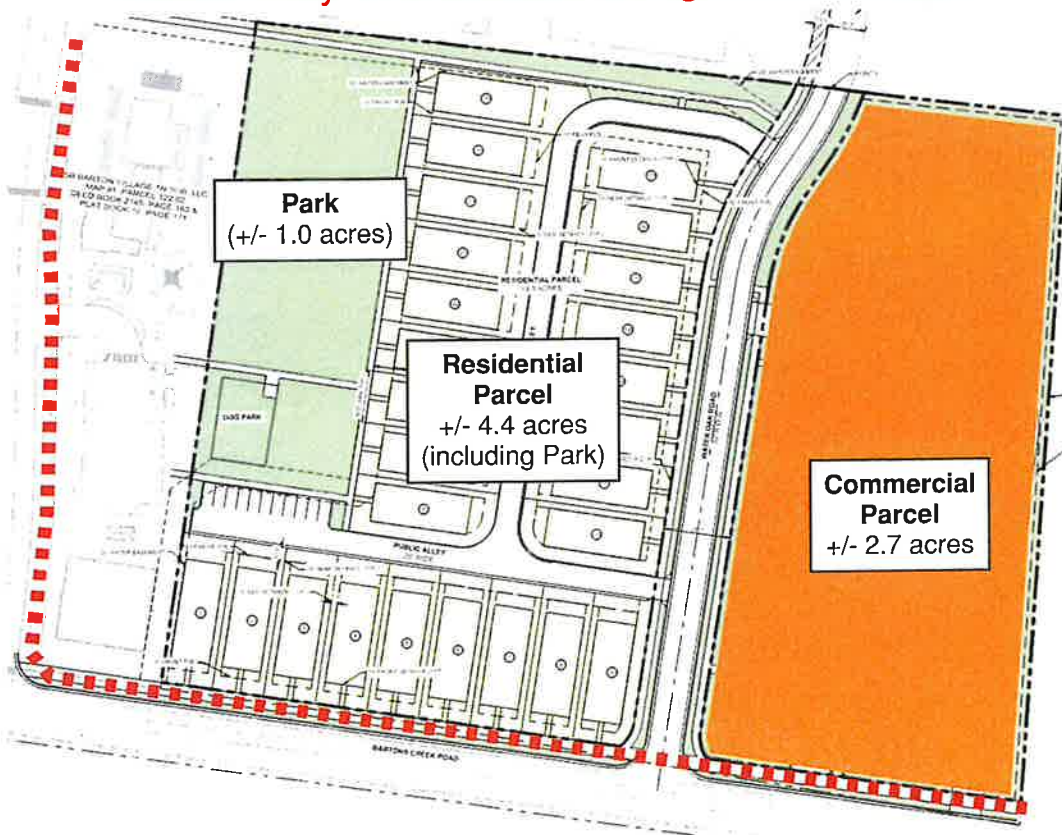
Green Way Trail located between Park and Residential Area



Site Plan - After

26 single family lots (40'x110')

Green Way Trail located along road frontage



ORDINANCE NO. 26-7368

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A CONTRACT WITH WITT SIGN CO. AND THE RELATED BUDGET
AMENDMENT FOR REPLACEMENT OF THE PYLON SIGN AT THE JIMMY
FLOYD FAMILY CENTER**

WHEREAS, it is now necessary to replace the pylon sign in front of the Jimmy Floyd Family Center; and

WHEREAS, Witt Sign Co. has been selected to replace such pylon sign; and

WHEREAS, funds are available in the JFFC budget, however a budget amendment is necessary appropriate funds in the proper line items.

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

Section 1. The Mayor and the Finance Director are hereby authorized to enter into a contract with Witt Sign Co. for the replacement of the pylon sign at the Jimmy Floyd Family Center, as detailed on the contract attached hereto by reference as if appearing verbatim herein, for the amount of Fifteen Thousand, One Hundred Twenty-two Dollars and Nineteen Cents (\$15,122.19).

Section 2. The Mayor and Finance Director are hereby authorized to amend the City of Lebanon 2025 – 2026 fiscal year budget as follows:

Department: Jimmy Floyd Family Center		
From:	12244431-72520 Engineering	\$18,000.00
To:	12244431-79300 Improvements	\$15,130.00
	12244431-72600 Maintenance	\$2,870.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/3/2026

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Jimmy Floyd Family Center

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12244431 72520	Engineering	\$ 18,000.00	
Total		\$ 18,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12244431 79300	Improvements		\$ 15,130.00
12244431 72600	Maintenance		\$ 2,870.00
Total			\$ 18,000.00

REQUESTED BY Alex Major

DEPARTMENT HEAD Alex Major

FINANCE DIRECTOR Lindsey Wolfenbarger

MAYOR _____

DATE 2/10/2025

DATE 2/10/2025

DATE _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

We will owe our architect approximately 25,000 for design fees by the end of the budget year.

I would like to use the surplus in our engineering line item for replacement of our pylon sign

in front of our building. The cost of that will be approximately 16,000. This will give us enough

in case we run into any added electrical, etc cost. Line item transfer. No money added to budget.



DATE: 12/01/2025	CONTRACT #: 25-1398
SUBMITTED TO: Alex Major	PHONE: (615) 453-4545
NAME/BILLING: City of Lebanon	JOB NAME: Jimmy Floyd Center
STREET: 200 North Castle Heights Avenue	STREET: 511 North Castle Heights Avenue
CITY, STATE, ZIP: Lebanon, TN 37087	CITY, STATE, ZIP: Lebanon, TN 37087

We hereby submit specifications and estimate for: **Top Cabinet Complete with New Faces w/LED Illumination (A)**

Remove customer's existing top cabinet from pole sign.

Dispose of properly, including landfill tipping fees

The cabinet will be steel frame w/.063 aluminum filler.
 The faces will be pan formed high impact Lexan (solor grade) with embossed copy and/or flat painted copy with all painting on the second surface(s), and /or translucent or opaque graphic film applied to the first and/or second surface(s).
 The sign will be complete with LED illumination w/12V 60W power supply.

Total cost including installation	<u>15,918.09</u>
Total	\$ 15,918.09
Less Witt Sign Company Inc. 5% Prepayment Discount	<u>(795.90)</u>
Total Due-Pay	\$ 15,122.19
Taxes Not Applicable	

An extra charge will be made for the necessary sign erection permits, electrical permits and/or all other permits and licenses required plus the cost of securing same, or all permits and license required are to be furnished by the customer. This contract authorizes Witt Sign Co., Inc. to act as agent for the purpose of obtaining permits, variances and all necessary documents, approvals and inspections needed before any on-site signs will be allowed for installation and completion for the project being developed at the above address. Filing fees, professional services and consultation required in obtaining permits, variances and/or other documents including engineering necessary for securing permits and approvals will be charged at \$95.00 per man hour plus city planning and permit fees and electrical permit fees. An extra charge will be made if excessive rock is struck or any unforeseen circumstances are encountered. An extra charge will be made for all applicable taxes. Prices quoted do not include feeder lines to separate proposed sign or lighting. Customer warrants he/she owns the property and/or building where the signage is to be installed, or has permission to install the signage on the property and/or the building, from the owner. The parties to this contract hereby agree to resolve all disputes arising out of and related to this contract pursuant to the laws of the State of Tennessee and further agree that since this contract has been originated, been offered and been accepted in the the County of Wilson in the State of TN and further agree that since this contract has been originated, been offered and been accepted in the County of Wilson in the State of Tennessee, any claims arising under this contract may be filed in any Tennessee State Court in Wilson County of competent jurisdiction.

We hereby propose to furnish labor and materials-complete in accordance with the above specifications, for the sum of

Fifteen Thousand One Hundred Twenty-Two Dollars and 19/100 (\$15,122.19) with payment to be made as follows:

Terms: A 5% Prepayment Discount has been allowed.

A 3.5% fee will be added for Credit Card payments.

PRICES: Monthly lease figures include total maintenance of displays, property taxes, insurance (including P.L. and P.D.)

60-month lease	120-month lease	Cash Sale	Maintenance
\$ Mo.	\$ Mo.	\$ 15,122.19	N/A
		N/A	
\$ Deposit	\$ Deposit	\$ 15,122.19	

All materials used are of the highest quality. All work to be completed according to standard practices. Any alteration from specifications must be upon written order and charges adjusted. All agreements are contingent upon strikes, delays or accidents beyond our control.

Toby Vaughn
Sales Representative
(The signature of the sales representative is not binding upon Witt Sign Co., Inc. until accepted by an officer thereof.)

FIRM NAME
BY: _____
(Print Name and Title)
_____, Guarantor
_____, Guarantor

WITT SIGN COMPANY, INC.

Billing Address:

BY: _____

TITLE: _____

DATE: _____

Phone Number: _____

ELECTRIC SIGN MAINTENANCE AGREEMENT

- 1. Replacement and/or repair all defective electrical components within the sign body only, plus external Cell Modem and Temp Sensor are covered.
- 2. Priority Service - Render prompt inspection upon CUSTOMER'S REQUEST.
- 3. Annual external chemical cleaning and resetting of time clock.
- 4. SPECIAL SERVICES: Periodic drive by checking by Witt Sign Company Inc. Special Night Patrol.

RATE PER MONTH

N/A

The services rendered under this contract begin after installation and remain in force for a period of thirty-six (36) months and are to continue thereafter for similar periods unless notice of termination in writing is given thirty (30) days prior to the expiration of such terms.

Signed _____

Date: _____

ORDINANCE NO. 26-7370

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE PURCHASE OF A PORTION OF TAX MAP 103 PARCEL 30.01,
WALNUT GROVE ROAD, DEED BOOK 2286 PAGE 639**

WHEREAS, Article II, Section 1 (11) of the City of Lebanon Charter requires an ordinance for the acquisition of real property; and

WHEREAS, the city wishes to purchase a portion of Tax Map 103, Parcel 30.01, Walnut Grove Road, Lebanon, Tennessee, Deed Book 2286, Page 639, to provide a future additional entrance to the Lebanon Sports Complex improving traffic flow accessibility and overall site circulation; and

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

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

Section 1. The purchase of the portion of Tax Map 103, Parcel 30.01, Walnut Grove Road, Lebanon, Tennessee, Deed Book 2286, Page 639, as detailed on the plat attached hereto by reference as though appearing verbatim herein, for One Hundred, Sixty-Five Thousand Dollars (\$165,000.00) is hereby approved. The Mayor and the Finance Director are hereby authorized to execute all necessary documents related to such purchase.

Section 2. The Mayor and the Finance Director are hereby authorized to amend the City of Lebanon 2025 - 2026 fiscal year budget as follows for the purchase of real property and associated closing costs as follows:

Department: Engineering		
From: 11090000-79000	Budget Fund Balance	\$180,000.00
To: 31444447-79100	Sports Complex – Land	\$180,000.00

Section 3. The City Attorney is hereby authorized to engage an attorney for the closing process of purchasing such property.

Section 4. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading:

3/3/2026

Passed second reading:

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT ENGINEERING

RCVD FEB 20 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 180,000.00	
Total		\$ 180,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31444447-79100	Sports Complex - Land		\$ 180,000.00
Total			\$ 180,000.00

REQUESTED BY Jake Pruitte

DATE 2/20/2026

DEPARTMENT HEAD Kristen Rice

DATE 2/20/2026

FINANCE DIRECTOR Lindsay Wolfenbarger

DATE 2/20/26

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
purchase a portion of a property to be added to the existing sports complex property

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (hereinafter referred to as the "Agreement") is entered into by and between **DEBORAH DORNAN, TRUSTEE OF THE CHARLES DORNAN FAMILY TRUST** dated **November 27, 2021**, on the one hand (hereinafter referred to as "Seller"), and **THE CITY OF LEBANON, TENNESSEE, a governmental body politic**, on the other hand (hereinafter referred to as "Buyer" and, collectively with Seller, the "Parties"), as of the date that this Agreement is fully executed by the Parties (hereinafter referred to as the "Effective Date").

W I T N E S S E T H:

1. For and in consideration of the sum of FIVE HUNDRED DOLLARS (\$500.00), cash in hand paid as earnest money (hereinafter referred to as the "Earnest Money") to **ROCHELLE, MCCULLOCH & AULDS, P.L.L.C.** (hereinafter referred to as the "Escrow Agent") and in part payment of the Purchase Price (as defined below) paid by Buyer, which Earnest Money shall be refundable to Buyer should this Agreement fail to close (except as provided for herein), Seller hereby agrees to sell and convey unto Buyer, by a good and valid Warranty Deed, a portion of the unaddressed real property located on Walnut Grove Road, Lebanon, Tennessee, being Control Map 103, Parcel 030.01 on the Official Tax Maps of Wilson County, Tennessee, with such portion being purchased being the approximately 3 plus or minus acres as generally depicted as the shaded area on the attached **Exhibit A**, the exact metes and bounds of which will be described in a survey (the "Survey") to be obtained by Buyer and approved by Seller prior to closing (said tract of land being hereinafter referred to as the "Property").

2. Buyer agrees to purchase the Property and to pay therefore the total sum of **One Hundred Sixty-Five Thousand Dollars (\$165,000.00)** (hereinafter referred to as the “Purchase Price”), cash paid at closing.

3. Buyer warrants to Seller that the Buyer is acquiring the Property to build a public road (the “Road”) through the Property to access the Buyer’s property located immediately north of the Property. In addition to the Purchase Price, and as an inducement for Seller to enter into this Agreement, at closing, Buyer shall grant to Seller a fifty foot (50’) wide (the “Easement Area”) perpetual and assignable easement through the middle of the Property, granting Seller, and Seller’s heirs, successors, and assigns, access to the Road for vehicular ingress/egress and all other access (the “Easement”). The Easement Area shall be depicted on the Survey as generally described herein, subject to final approval by Seller, which such approval Seller shall not unreasonably withhold. The Easement shall be prepared by Seller, subject to approval by Buyer, which such approval Buyer shall not unreasonably withhold, and shall be executed by Buyer at closing. Additionally, for the benefit of the grantees of the Easement, Buyer shall build at its expense an asphalt or concrete driveway and stub out from the Road through the Easement Area to the remaining portion of the property from which the Property is being sold, which shall be completed within three (3) months from the earlier of Buyer’s completion of the Road, or Buyer allowing vehicular traffic on the Road, but in no event longer than two (2) years from closing. Additionally, the Easement shall provide the grantee of the easement the right to later erect a public road built to City’s current standards at the time of construction through the Easement Area unto the remaining property of Seller, at which time the Easement Area would become Public Right of Way. To the extent these obligations contained in this section contemplate actions and obligations after closing, such obligations shall remain following closing.

4. The Earnest Money will be disbursed in accordance with the terms of this Agreement. The Parties hereby authorize Escrow Agent to deposit the Earnest Money in its general escrow or earnest money account, commingled with other escrow funds, and with an FDIC insured state or national bank in Wilson County, Tennessee. The Escrow Agent shall have no duty to pay interest upon or otherwise invest the Earnest Money. In the event Escrow Agent shall become in doubt as to the ownership of the Earnest Money or as to Escrow Agent's duties with respect thereto, Escrow Agent shall have the right to retain possession and control over the said Earnest Money until such time as either (a) the Parties agree in writing as to the disposition of the same or (b) a court of competent jurisdiction enters a final order directing its disposition. In the event of any dispute, Escrow Agent shall additionally be authorized to interplead the Earnest Money to a court of competent jurisdiction, with Escrow Agent's expenses and attorney's fees being a charge against the funds deposited with the court.

5. Subject to this Agreement, Seller and Buyer understand and hereby agree that the sale of the Property is "AS IS, WHERE IS" and that Seller makes no warranties as to the Property or the fitness of the Property for any particular use.

6. Seller and Buyer understand and agree that Seller is exempt from making a Property Condition Disclosure under T.C.A. § 66-5-201, et seq.

7. Buyer shall be responsible for all costs of this transactions, including but not limited to the costs associated with the title search and examination of the Property by Escrow Agent, the premium for the issuance of a standard owner's title insurance policy for the Property by Escrow Agent, the costs associated with the Survey, all of Buyer and Seller's closing fees, the costs associated with the preparation and a Warranty Deed for the Property, any transfer and/or conveyance taxes for

the recording of the Warranty Deed (if any), and any endorsements to the standard owner's title policy desired by Buyer. Seller shall be responsible for Seller's attorney's fees.

8. Seller covenants with Buyer that Seller is lawfully seized and possessed of the Property; that Seller has a good and lawful right to make this conveyance, and that Seller will forever warrant and defend the title thereto against the lawful claims of all persons, whomsoever.

9. In the event of default under the terms of this Agreement by Seller or Buyer, the non-defaulting party shall have the right to specific performance and the right to return/retain the Earnest Money, in addition to any and all other rights and privileges granted to it under the laws of the State of Tennessee, and the defaulting party shall pay all attorney's fees and costs of the non-defaulting party arising out of this Agreement.

10. The closing for the transaction contemplated herein shall be conducted at the law offices of the Escrow Agent at 109 North Castle Heights Avenue, Lebanon, Tennessee 37087. The closing shall take place on or before **thirty (30) days after satisfaction of Buyer's closing conditions outlined in Section 11 below** (hereinafter referred to as the "Closing Deadline").

11. Buyer's obligation to close shall be contingent on the following:

A. Seller providing satisfactory proof to Escrow Agent of Seller's authority to complete the transaction contemplated by this Agreement; and

B. Buyer obtaining the approval of the purchase of the Property and this Agreement by the Lebanon City Council.

C. Buyer's approval of the Seller's proposed Easement Area (if Seller prepares the easement documents)

12. Seller's obligation to close shall be contingent upon:

A. Buyer furnishing payment in satisfaction of the Purchase Price;

B. Seller's approval of the Survey, the Easement Area, and the Easement, which such consent shall not be unreasonably withheld; and,

C. Buyer furnishing an executed and recordable version of the Easement as contemplated by Section 3 above, granting access to the public road that Buyer will construct on the Property.

D. Seller being free to close and sell the Property and not restricted by the Right of First Refusal and Access Easement Agreement, which is of record in Book 2326, Page 1864, in the Register's Office for Wilson County, Tennessee.

13. No addition, modification, or amendment of any term or provision of this Agreement shall be effective unless set forth in writing and signed by both Buyer and Seller.

14. POSSESSION of the Property shall be given on the date of the deed. TIME IS OF THE ESSENCE.

15. Buyer shall not have any right to assign this Agreement, and any attempted assignment shall be void.

16. This Agreement may be executed in any number of counterparts, and it shall be sufficient that the signature of each party appears on one or more such counterparts. All counterparts shall collectively constitute a single agreement. Originals transmitted by facsimile or electronic mail shall be considered original in all respects.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

SELLER:

**THE CHARLES DORNAN FAMILY
TRUST DATED NOVEMBER 27, 2023**

By: DEBORAH DORNAN, Trustee

Date: _____

BUYER:

CITY OF LEBANON, TENNESSEE

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A



TAX MAP 92, PARCEL 52.00
CITY OF LEBANON
DEED BOOK 1870, PAGE 2131
PLAT BOOK 29, PAGE 670

WITNESS PIN
FOUND AT 36.85'

CERTIFICATION OF OWNERSHIP AND DEDICATION

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon and that I (we) adopt this plan of subdivision with my (our) free consent, establish the minimum building restriction lines, and dedicate all streets, alleys, walks, parks and other open spaces to public and private use as noted, along with all necessary easements for the construction of cut and fill slopes, cut and fill ramps, inlet and outlet ditches or channel changes beyond the right-of-way limits of the road.

Signature of Owner _____ Date _____

Signature of Owner _____ Date _____

CERTIFICATE OF ACCURACY

I hereby certify that the plan shown and described hereon is a true and correct survey to the accuracy required by the Lebanon, Tennessee Municipal Regional Planning Commission and that the monuments have been placed as shown hereon to the specifications of the State Board of Examiners for Land Surveyors

Registered Surveyor _____ Date _____

CERTIFICATE OF THE APPROVAL OF PUBLIC STREETS

I hereby certify: (1) that the public streets have been installed in an acceptable manner and according to City specifications in the subdivision entitled: Subdivision of Lot 19B of the Charles Dornan Property or; (2) that a Letter of Credit in the amount of \$_____ has been posted with the City of Lebanon Department of Public Works to assure completion of all required improvements in case of default.

Name & Title _____ Date _____

CERTIFICATE FOR APPROVAL OF RECORDING

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations for Lebanon, Tennessee except for Variances, if any, as noted in the minutes of the Planning Commission and that it has been approved for recording in the Office of the County Registrar.

Secretary of the Planning Commission _____ Date _____

Void unless recorded by _____

CERTIFICATE OF SEWER SYSTEM

I hereby certify: (1) that the sewer system outlined or indicated hereon has been installed in accordance with current State and/or local government requirements or (2) that a Letter of Credit in the amount of \$_____ has been placed with the City of Lebanon Utilities Department to assure completion of all required sewer improvements in case of default.

Name & Title _____ Date _____

CERTIFICATE OF THE APPROVAL OF WATER SYSTEM

I hereby certify: (1) that the water system outlined or indicated hereon has been installed in accordance with current State and/or local government requirements or (2) that a Letter of Credit in the amount of \$_____ has been placed with the City of Lebanon Utilities Department to assure completion of all required water improvements in case of default.

Name & Title _____ Date _____

CERTIFICATION OF PROPERTY NUMBERS AND STREET NAMES

I hereby certify that the property numbers assigned herein conform to the Wilson County Emergency Communications District (E-911) policies and the street name(s) conforms to the Interlocal Agreement for non duplication.

Wilson County Communications E-911 District Official _____ Date _____

NOTES

1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LOT 19B OF THE CHARLES DORNAN PROPERTY INTO TWO TRACTS.
2. LOT 19C IS NOT A SUITABLE BUILDING TRACT AND IS TO BE ADDED TO TAX MAP 92, PARCEL 52.00.
3. THE GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS) PORTION OF THIS SURVEY WAS PERFORMED TO THE FEDERAL GEODETIC CONTROL COMMITTEE, GEOSPATIAL ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS (85% CONFIDENCE)
4. THIS IS A CATEGORY 1 SURVEY AND THE RATIO OF PRECISION OF THE CLOSED TRAVERSE IS IN EXCESS OF 1:10,000 USING TOTAL STATION SURVEY EQUIPMENT BY THE METHOD OF RANDOM TRAVERSE. THIS SURVEY WAS PERFORMED IN COMPLIANCE WITH THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE.
4. THE UNDERGROUND UTILITIES HAVE NOT BEEN PHYSICALLY LOCATED. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTANCES AT THE SITE, PUBLIC RECORDS, AND GRAPHS PREPARED BY OTHERS. THIS SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE APPROPRIATE UTILITY PROVIDER MUST BE CONTACTED TO CONFIRM AVAILABILITY AND LOCATION OF UTILITIES.
5. ANY AND ALL UTILITIES MAY CARRY ONE OR MORE EASEMENT. PROPERTY OWNER MUST CONTACT APPROPRIATE UTILITY AUTHORITY FOR THE EXACT LOCATION AVAILABILITY AND LOCATION OF UTILITIES.
3. FEDERAL FLOOD NOTE: THIS SUBJECT PROPERTY IS NOT IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA AS GRAPHICALLY INDICATED ON NFIP MAP NO 47185C0183E. EFFECTIVE DATE 04/25/2024
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE SEARCH. THEREFORE THIS PROPERTY IS SUBJECT TO ANY FINDINGS THAT A CURRENT AND ACCURATE TITLE SEARCH MAY REVEAL.
5. RECORDING OF THIS PLAT VOIDS, VACATES AND SUPERCEDES PLAT BOOK 29, PAGE 68 WILSON COUNTY, TENNESSEE REGISTER OF DEEDS, AS IT PERTAINS TO LOT 19B.
6. SUBJECT PROPERTY IS A PORTION OF TAX MAP 103, PARCEL 30.01 CONVEYED TO DEBORAH DORNAN IN DEED BOOK 2286, PAGE 639
7. DRAINAGE EASEMENTS OUTSIDE OF THE DESIGNATED RIGHT-OF-WAYS ARE NOT THE RESPONSIBILITY OF WILSON COUNTY OR THE CITY OF LEBANON.



LEGEND

- IRON PIN FOUND
- IRON PIN SET
- △ PK NAIL FOUND

TENNESSEE STATE PLANE
COORDINATE SYSTEM - NAD 1983
VERTICAL DATUM - 1989



TAX MAP 103, PARCEL 30.01
MARTHA J. DORNAN
DEED BOOK 2286, PAGE 639
PLAT BOOK 29, PAGE 618
REMAINING LAND OF LOT 19B - 7.34 ACRES ±

TAX MAP 103, PARCEL 34.00
MARTHA J. DORNAN
DEED BOOK 2286, PAGE 674
PLAT BOOK 29, PAGE 618

SUBDIVISION OF LOT 19B OF THE
CHARLES DORNAN PROPERTY
TAX MAP 103, PARCEL 30.01
21ST CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE

REMAINDER OF LOT 19B - 7.34 ACRES ±
LOT 19C - 136,858 S.F. OR 3.14 ACRES ±

DATE: 2/10/26
REV: _____



200 N. CASTLE HEIGHTS AVE
LEBANON, TN 37087

ORDINANCE NO. 26-7371

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE GRANTING A PERPETUAL RIGHT-OF-WAY EASEMENT TO
MIDDLE TENNESSEE ELECTRIC TO SERVE NEW CITY CONSTRUCTION AT
355 WEST BADDOUR PARKWAY**

WHEREAS, the City is constructing a new Animal Services and Codes Facility at 355 West Baddour Parkway; and

WHEREAS, it is now necessary to grant a perpetual Right-of-Way Easement to Middle Tennessee Electric for electric service to the property.

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

Section 1. The Right-of-Way Easement between the City of Lebanon and Middle Tennessee Electric for electric service at 355 West Baddour Parkway, Lebanon, Tennessee 37087, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and Finance Director are hereby authorized to execute such easement.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/3/2026

Passed second reading: _____

Right-of-Way Easement

This instrument prepared by: MTE
555 New Salem Highway, Murfreesboro, TN 37129
rkl Employee Initials



Service Location # 6000497365 Meter Set SO # 16835389 WO# _____

Grantor: City of Lebanon And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County Wilson State of Tennessee Tax Map: 058M Group: B Parcel: 030.03
Address 355 W Baddour Parkway Lebanon 37087
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 2261, Page 2042, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202____.

Print Name/Title of Authorized Signatory

Legal Signature

STATE OF _____

COUNTY OF _____

On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature My Commission Expires _____

Print Name/Title of Authorized Signatory

Legal Signature

STATE OF _____

COUNTY OF _____

On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature My Commission Expires _____

ORDINANCE NO. 26-7372

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BIDS AND AWARD CONTRACT FOR THE EQUALIZATION BASIN
AND PUMP STATION, PROJECT NO. CL 23102, AND TO APPROVE THE RELATED
BUDGET AMENDMENT**

WHEREAS, it is now necessary to construct an Equalization Basin and Pump Station;
and

WHEREAS, competitive bidding for this project was opened on January 15, 2026,
wherein the City of Lebanon received the following bids; and

<u>COMPANY</u>	<u>AMOUNT</u>
Judy Construction Company, Inc.	\$18,350,500.00
J. Cumby Construction, Inc.	\$18,845,937.50
Bowen Engineering Corporation	\$18,990,000.00
Harper Construction Company of Tennessee, LLC	\$19,267,000.00
Reeves Young, LLC	\$19,345,000.00
W & O Construction Company, Inc.	\$19,510,000.00
Herrick Company, Inc.	\$19,599,000.00
Cleary Construction, Inc.	\$20,743,000.00
Cumberland Valler Constructors, Inc.	\$20,990,325.00
Smith Contractors, Inc.	\$21,552,000.00

WHEREAS, Water Management Services, LLC recommends Judy Construction Company, Inc. as the best and lowest bidder for this project; and

WHEREAS, a budget amendment is necessary to cover bid overage and Construction Engineering Inspection services.

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

Section 1. The bids opened on January 15, 2026, for the Equalization Basin and Pump Station, Project No. CL 23102, detailed on the bid tabulation attached hereto by reference as if appearing verbatim herein, are hereby accepted. Judy Construction Company, Inc. is hereby approved as the best and lowest bidder. The Mayor and the Finance Director are hereby authorized to enter into a contract with Judy Construction Company, Inc. for Equalization Basin and Pump Station, Project No. CL 23102, in the amount of Eighteen Million, Three Hundred Fifty Thousand, Five Hundred Dollars and No Cents (\$18,350,500.00).

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT WWTP

RCVD FEB 20 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
411 90001 79010	Budget Retained Earnings	\$ 2,400,000.00	
Total		\$ 2,400,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
CIP	411 16520 <i>INC 8023012</i>		\$ 2,400,000.00
Total			\$ 2,400,000.00

REQUESTED BY

Regina Santana

DATE

2/20/26

DEPARTMENT HEAD

[Signature]

DATE

2/20/2026

FINANCE DIRECTOR

Lindsey Wolfenbarger

DATE

2/20/26

MAYOR

DATE

BEFORE THE FACT

AFTER THE FACT

REASON FOR THIS TRANSFER:

To cover bid overage for the new EQ Basin and Construction Engineering Inspection



SUITE 401
2 INTERNATIONAL PLAZA
NASHVILLE, TENNESSEE 37217

TELEPHONE: 615/366-6088
FAX: 615/366-6203

Water Management Services, LLC

ENGINEERING • PLANNING • OPERATIONS • RATE STUDIES

February 17, 2026

Mrs. Regina Santana, P.E., Utilities Director
City of Lebanon
Lebanon Utilities Department
200 Carver Lane
Lebanon, Tennessee 37087

RE: City of Lebanon, Tennessee
Equalization Basin and Pump Station
C.L. Project No. 23102 (WMS #23157)

Dear Regina:

We have completed our tabulation of the bids received at 2:00 p.m. on January 15, 2026, for the construction of the above referenced project. Our review of the bids for this project found the bids to be correct as read aloud. A copy of the bid tabulation is attached for your review, and a ranking of these bids is as follows:

<u>Ranking</u>	<u>Name of Firm</u>	<u>Total Bid</u>
1	Judy Construction Company, Inc.	\$18,350,500.00
2	J. Cumby Construction, Inc.	\$18,845,937.50
3	Bowen Engineering Corporation	\$18,990,000.00
4	Harper Construction Company of Tennessee, LLC	\$19,267,000.00
5	Reeves Young, LLC	\$19,345,000.00
6	W&O Construction Company, Inc.	\$19,510,000.00
7	Herrick Company, Inc.	\$19,599,000.00
8	Cleary Construction, Inc.	\$20,743,000.00
9	Cumberland Valler Constructors, Inc.	\$20,990,325.00
10	Smith Contractors, Inc.	\$21,552,000.00

As indicated above, Judy Construction Company, Inc. was found to be the lowest bidder for the Equalization Basin and Pump Station project. Judy Construction Company, Inc. has an extensive list of completed water and wastewater projects, and a check of references finds that Judy Construction Company, Inc., has a proven record of satisfactory project completion.

The bidding document for this project allows for the selection of designated items of major equipment. A listing of those major equipment items and the bidder's installed price is also included with the attached bid tabulation. Listed below is our recommendation of manufacturers of the various items of major equipment. If the selection of major equipment is approved, the base bid of \$18,350,500.00 will be reduced by \$62,874.00 resulting in an adjusted base bid of \$18,287,626.00.



Description of Equipment

Name of Recommended Manufacturer

Motor Control Centers
Self-Priming Pumps
Submersible Pumps
Odor Control System
SCADA System
Prestressed Tanks

Culter Hammer
Gorman Rupp
Barnes
Evoqua
Prime Controls
CROM

All bids received for the project exceed the amount budgeted by the Utilities Department. An analysis of the bids found that the height of the equalization basin and the rock anchor requirements were significant factors in the cost of the project. Site limitations reduce the ability to increase the tanks' diameter and thus result in a taller tank for the selected design volume. Discussions with the low bidder and the prestressed tank manufacturer were undertaken to determine what changes could be made to reduce the overall cost of the project. Based on these discussions the recommendation is to reduce the tank height and volume to 8.0 million gallons.

Judy Construction Company, Inc. has agreed to execution of an initial change order to reduce the size of the tank and is offering a reduction in the project bid of (\$1,116,000.00). Therefore, we recommend the award of this project to Judy Construction Company, Inc. contingent upon the execution of an initial change order to reduce the amount of the project to \$17,171,626.00. Subject to the approval of this recommendation of award by the City of Lebanon, a contract can be entered into between the City of Lebanon and Judy Construction Company, Inc. provided they can obtain the required bonds and insurance.

If you should have any questions regarding the above, please contact us.

Respectfully Submitted,



Steven M. Jones, P.E.

Enclosures

Lebanon's 2026 Christmas Parade

It's that magical time of year again when Lebanon transforms into a **Whoville!** Mark your calendars for **Sunday, December 6**, and get ready to celebrate in style at Lebanon's **2026 Christmas Parade!**

Entry Details:

- **Cost to Participate:** Just **\$40!**
- **Registration Deadline:** Don't delay! Sign up by **Monday, November 30.**
- **Late Registration:** Any registration after **November 30** will result in an additional \$50 fee to participate
- **Mandatory Meeting:** 6:30-7PM on **Tuesday, December 1.** Drivers must attend the meeting or the float will not be allowed to participate and will forfeit their entry fee.

Schedule of Festivities:

- **10:15 AM: Float staging begins.**
- **12:00 PM:** Floats that wish to be judged must be in their assigned position.
- **1:45 PM:** All entries should be in their positions in the staging area.
- **2:00 PM:** Let the festivities begin – **the parade starts!**
- **3:30 PM:** (Approx) ending of the parade

Please Remember:

- No entries will be allowed in the parade with a Santa Claus.
- Floats not in assigned position will be denied judging.
- Transportation to and from the staging and pickup location is the responsibility of the participants.
- The staging lot is limited to the float trailer and its tow vehicle only. **No other vehicles or participant drop-offs are permitted in the staging area.**
- Absolutely NO alcoholic beverages or substance abuse is allowed.
- Absolutely NO stopping or candy throwing permitted during parade.
- All drivers must have a valid drivers license to operate a vehicle in the parade.
- All minors must be supervised by an adult at all times.



- Drivers must remain at their float at all times. Leaving a float or vehicle unattended is strictly prohibit.
- Concessions will be available at the parade line-up beginning at 11:00 AM
- SPACING DURING THE PARADE ROUTE IS CRITICAL. REMAIN WITHIN 3 CAR LENGTHS OF THE ENTRY IN FRONT OF YOU

Click here for: [Parade Route, Rules and Regulations](#)

tataarry@yahoo.com [Switch account](#)



* Indicates required question

Email *

Your email

Parade Entry - Name of Organization: *

Your answer

Contact Person *

Your answer

Phone Number *

Your answer



Email Address *

Your answer

Mailing Address *

Your answer

Parade Entry Size in Feet *

Your answer

Vehicle Make *

Your answer

Vehicle Model *

Your answer

Number of vehicles in your entry (\$5 for Each Additional Horse or Vehicle Entry more than 5) *

Your answer



Type of Entry: Please enter information for all that apply *

- Commercial / Non-Profit Float
- Dignitary Vehicle - Please include in notes: Year, Make, Model
- Classic Vehicle (30 and 49 years old) - Please include in notes: Year, Make, Model
- Antique Vehicle (50 years or older) - Please include in notes: Year, Make, Model
- Band / Cheer / Dance Team
- Emergency Vehicle
- Horses - (Please include in notes: Total # of horses)

Each entry is required to submit a descriptive paragraph to be read by the parade commentators. Please describe your organization (Name and Mission) and your float design here. This paragraph MUST accompany the application. *

Your answer

All floats that are to be judged must be in their assigned position by 12 (noon) and the float must be presented as it will appear in the parade. All divisions complete for cash.

Floats not in assigned position will be denied judging.

1st place in Each Category will be awarded \$100

2nd place in Each Category will be awarded \$75

3rd place in Each Category will be awarded \$50

The Chamber Presidential Award for Overall Winner will be awarded \$200

Horses will be judged on theme appearance - 1st place \$50



Request to be judged (cash prizes for winner) *

Yes

No

Category to be judged: *

Small Business

Non-Profit

Commercial

Horse

Church

Payment Details

- **Cost to Participate: Just \$40!**
- **\$5 for Each Additional Horse or Jeep Entry more than 5**

Please note that your participation in the Christmas Parade will not be confirmed until payment has been received.

terms & conditions *

I acknowledge

A copy of your responses will be emailed to the address you provided.



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ORDINANCE NO. 26-7373

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AMEND TITLES 11 AND 12 OF THE LEBANON MUNICIPAL CODE TO DELETE
SECTION 11-401(4)(f) AND TO REVISE TITLES IN SECTION 12-104**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7137 to amend Titles 11 and 12 of the Lebanon Municipal Code relative to construction activity; and

WHEREAS, LMC § 11-401(4)(f) Building Operation was intended to be repealed in connection with such amendments but was inadvertently not repealed; and

WHEREAS, it is now necessary to amend LMC § 12-104 by changing “Commissioner of Public Services” to “Executive Director of Engineering and Planning” wherever it appears in that section; and

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

Section 1. That Title 11 of the Lebanon Municipal Code is hereby amended by repealing Section 11-401(4)(f) in its entirety.

Section 2. The Title 12, Section 12-104 of the Lebanon Municipal Code is hereby amended by replacing “Commissioner of Public Services” with “Executive Director of Engineering and Planning” wherever it appears in that section.

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:

3/3/2026

Passed second reading:

ORDINANCE NO. 26-7374

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE BUDGET AMENDMENTS FOR THE POLICE DEPARTMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, budget amendments are now necessary to appropriate funds collected for schools hosted by the police department; and

WHEREAS, the required budget amendments are 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 2025 – 2026 fiscal year budget as follows:

Department: Police

From: 1104-35197	Training FTO Fund Balance	\$11,350.00
To: 11042100-73100	Office Supplies	\$10,000.00
11042100-73200	Operating Supplies	\$1,350.00

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: 3/3/2026

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Police

RCVD FEB 20 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
1104-35197	Training FTO Fund balance	\$ 11,350.00	
	Total	\$ 11,350.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-73100	Office Supplies		\$ 10,000.00
11042100-73200	Operating Supplies		\$ 1,350.00
	Total		\$ 11,350.00

REQUESTED BY William Glover

DATE 2/20/2026

DEPARTMENT HEAD Mike Justice, Chief of Police

DATE 2/20/2026

FINANCE DIRECTOR _____

DATE _____

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To transfer out of the FTO training fund. We collect this funds from schools that we host through out the current budget year, then transfer into spendable lines.

ORDINANCE 26-7356

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 541 BARTONS CREEK ROAD (TAX MAP 81 PARCEL 122) FROM FLH4-RESIDENTIAL 4 UNITS PER ACRE & FLH8-RESIDENTIAL 8 UNITS PER ACRE TO DXU-DOWNTOWN MIXED USE & FLH8-RESIDENTIAL 8 UNITS PER ACRE IN WARD 3

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 4 Units Per Acre and Residential 8 Units Per Acre in the Future Land Use Plan; and

WHEREAS, the property owner is requesting to amend the Future Land Use Plan to Downtown Mixed Use and Residential 8 Units Per Acre; and

WHEREAS, the property owner is asking for residential zoning which fits the Downtown Mixed Use and Residential 8 Units Per Acre 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 7-1 at their February 9, 2026 Special-Called 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 7.92 acres at 541 Bartons Creek Road is changed from FLH4-Residential 4 Units Per Acre and FLH8-Residential 8 Units Per Acre to DXU-Downtown Mixed Use and FLH8-Residential 8 Units Per Acre 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 February 2, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

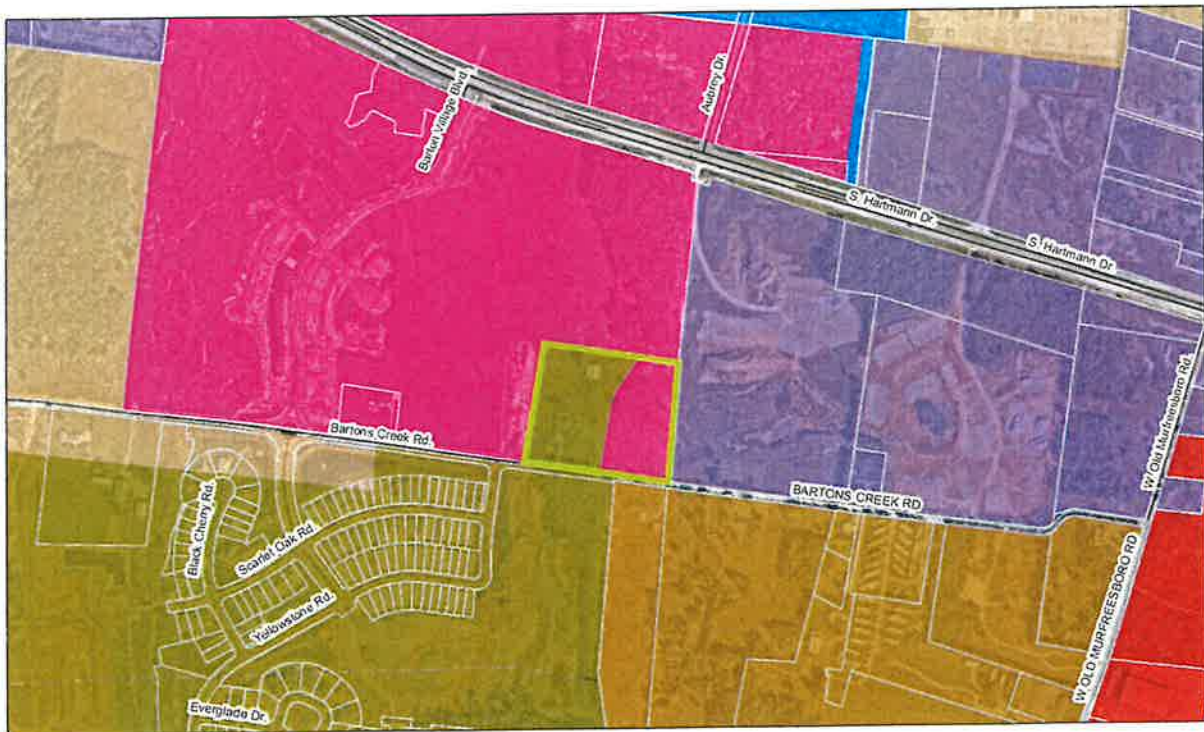
Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____.



Legend

Rural/Open Space- 1/2 Unit per Acre	Residential 10 Units per Acre	Commercial Mixed Use	County
Residential 7 Units per Acre	Interchange Commercial	Mixed Housing	Future-Proposed Street
Residential 3 Units per Acre	Public/Institutional/Re	Medical Office	Interstate
Residential 4 Units per Acre	University	Light Industrial	Private Street
Residential 8 Units per Acre	Transit Oriented Development	Heavy Industrial	Ramp
	Downtown Mixed Use	Suburban Commercial	State Route
		County Residential	City Street

PROPOSED FUTURE LAND USE
 Barton Village North SE Hybrid SP
 Future Land Use Plan Amendment, S Hartmann Overlay
 Amendment & Rezoning from RPO to Hybrid SP
 541 Barton's Creek Road



MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
6154446008
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 # 492029673
DATE 02/04/2026
DUE DATE 03/01/2026
TERMS Due on receipt

SALES REP
LP

PUBLICATION
WILSON

Legal Advertising:Legal Advertising Legal Advertising 26-7356 FLU ammendment WP 2-4	1	103.50	103.50
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Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

BALANCE DUE **\$103.50**

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

\$

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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

02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



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IN THE GENERAL SESSIONS COURT FOR WILSON COUNTY TENNESSEE AT LEBANON NOBLE LANDSCAPING AND CONSTRUCTION Plaintiff,

Vs
MATT BLYTHE Defendant
CASE NO. 2025-03-0435 AMENDED ORDER FOR PUBLICATION

This cause came on to be heard on the 23rd of October 2025, upon Motion for Order of Publication filed on behalf of the Plaintiff, NOBLE LANDSCAPING AND CONSTRUCTION.

Based upon the Motion, Affidavit and Order, and the entire record in this cause, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. The whereabouts of the Defendant, MATT BLYTHE, are unknown and therefore, he cannot be personally served with process.

2. A reasonable effort has been made to locate the Defendant by searching all social media platforms and attempts to find other addresses for the Defendant as set forth in the Affidavit of Reasonable Effort previously filed with this Honorable Court.

3. No carpal has been made by Mr. Blythe or any attorney on his behalf.

4. The Defendant's whereabouts are unknown and cannot be determined based upon the testimony of counsel for Plaintiff as evidenced in the Affidavit.

5. Publication shall be made for four (4) consecutive weeks in the Wilson Post (Main Street Media), a newspaper published in Wilson County, Missouri.

6. The Wilson Post shall appear before Judge at said Court on or before July 20 (30) days from the date of the last publication hereof and make defense to complaint filed in the above cause or otherwise the complaint will be taken for confessed and cause proceeded with as such.

7. Further matters are hereby reserved.

IT IS THEREFORE ORDERED ON THE 7TH DAY OF JANUARY, 2026

Barry Tjark
Judge
Wilson Post
1/21/2026
1/28/2026
2/04/2026
2/10/2026

of the property is believed to be 4471 S Mount Juliet Road, Hermitage, TN 37076, but that address is not part of the legal description of the property. In the event of any discrepancy, the legal description herein shall control.

Map/Parcel Number: 119 05800 000000

Current owner(s) of the property: John Gary Duffel and Sharon Duffel

This sale is subject to all matters shown and unpaid taxes and assessments, any restrictive covenants, assessments or setback lines that may be applicable; rights of redemption, equity, statutory or otherwise, not otherwise releasing in the Court of record, including right of redemption of any governmental agency, state or federal; and any and all other debts of trust, liens, dues, assessments, mortgages, judgments, liens, mortgages and other matters that may take priority over the deed of Trust upon which this foreclosure sale is conducted or are not extinguished by this foreclosure sale.

PROPERTY IS SOLD WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO TITLE, MARKETABILITY OF TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE AND FITNESS FOR A GENERAL OR PARTICULAR USE OR PURPOSE. The title is believed to be good, but the undersigned will sell and convey only as Trustee.

The rights reserved to acquire the sale to another time certain or to another date, time, and place remain, without further publication upon announcement on the day, time, and place of sale set forth above or any subsequent adjourned day, time, and place of sale.

If you purchase the property at the foreclosure sale, the entire purchase price is due and payable at the conclusion of the auction in the form of a certified check made payable to or endorsed to Sell Corporation Pric & Gregg, LLC. No personal funds will be accepted. In the event of the winning purchaser at the time the foreclosure deed is delivered.

This property is being sold with the express reservation that the sale is subject to confirmation by the Lender or Trustee. This sale may be rescinded by the Trustee at any time.

TAXES AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Sell Corporation Pric & Gregg, LLC.

Trustee
1326 Heyward Street, 2nd Floor
Columbia, SC 29201
PH: (803) 509-9078
FX: (803) 701-9145
Fax No. 25-4133

NOTICE TO CREDITORS
ESTATE OF: MARLENE CARTER ROLLINS
CASE NO. 2025PR16
Notice is hereby given that on the 26 day of January 2026, Letitia Testametary with respect to the estate of MARLENE CARTER ROLLINS deceased, who died March 26, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication of this notice; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the notice to creditors less than sixty (60) days prior to the date that is four (4) months from the date of the first publication of this notice as described in (1) or (2). Twelve (12) months from the decedent's date of death.

This the 21st day of January 2026
KELLY DAVIS
PERSONAL REPRESENTATIVE
ESTATE OF REX ADAMS
DECEASED
MILLE SLOAN
CLERK AND MASTER
PROBATE CLERK
KAYLA M COSTLEY
ATTORNEY
Newspaper Wilson Post
Date to run: 01/29/2026 02/04/2026

NOTICE TO CREDITORS
ESTATE OF: JANET SUE BASFORD
CASE NO. 2025PR27
Notice is hereby given that on the 21st day of January 2026, Letters of Administration with respect to the estate of JANET SUE BASFORD deceased, who died January 2, 2026, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication of this notice; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the notice to creditors less than sixty (60) days prior to the date that is four (4) months from the date of the first publication of this notice as described in (1) or (2). Twelve (12) months from the decedent's date of death.

This the 21st day of January 2026
MEGAN JEANE GIBSON
PERSONAL REPRESENTATIVE
ESTATE OF LORI JEANE NICHOLS
DECEASED
MILLE SLOAN
CLERK AND MASTER
PROBATE CLERK
YANCY BELCHER
ATTORNEY
Newspaper Wilson Post
Date to run: 01/29/2026 02/04/2026

NOTICE TO CREDITORS
ESTATE OF: CORDELLIA WILLIAMS
CASE NO. 2025PR36
Notice is hereby given that on the 21st day of January 2026, Letters of Administration with respect to the estate of CORDELLIA WILLIAMS deceased, who died August 16, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication of this notice; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the notice to creditors less than sixty (60) days prior to the date that is four (4) months from the date of the first publication of this notice as described in (1) or (2). Twelve (12) months from the decedent's date of death.

This the 21st day of January 2026
JAMIE MICHELLE BASFORD
PERSONAL REPRESENTATIVE
ESTATE OF JANET SUE BASFORD
DECEASED
MILLE SLOAN
CLERK AND MASTER
PROBATE CLERK
YANCY BELCHER
ATTORNEY
Newspaper Wilson Post
Date to run: 01/29/2026 02/04/2026

NOTICE TO CREDITORS
ESTATE OF: LORI JEANE NICHOLS
CASE NO. 2025PR21
Notice is hereby given that on the 21st day of January 2026, Letters of Administration with respect to the estate of LORI JEANE NICHOLS deceased, who died 11/29/2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred: (1) (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication of this notice; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the notice to creditors less than sixty (60) days prior to the date that is four (4) months from the date of the first publication of this notice as described in (1) or (2). Twelve (12) months from the decedent's date of death.

This the 21st day of January 2026
MEGAN JEANE GIBSON
PERSONAL REPRESENTATIVE
ESTATE OF LORI JEANE NICHOLS
DECEASED
MILLE SLOAN
CLERK AND MASTER
PROBATE CLERK
YANCY BELCHER
ATTORNEY
Newspaper Wilson Post
Date to run: 01/29/2026 02/04/2026

PUBLIC NOTICE
In reference to Ordinance No. 26-7356, 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 March 3, 2026, 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 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from FLH4-Residential 4 Units Per Acre & FLH8-Residential 8 Units Per Acre to OXU-Downtown Mixed Use & FLH8-Residential 8 Units Per Acre in Ward 3. 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 Joshua Stahle at 444-3647 x2304. 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.

NOTICE OF PUBLIC HEARING
2026 ANNUAL AGENCY PLAN
LEBANON HOUSING AUTHORITY
Notice is hereby given to the residents of the Lebanon Housing Authority, and all persons interested, that the Housing Authority is required by the U.S. Department of Housing and Urban Development (HUD), and Section 511 of the Quality Housing and Work Responsibility Act of 1998 (Interim Rule) to submit a Public Housing 2026 Annual Agency Plan, Rental Assistance Demonstration (RAD) Amendment, and 2026-2030 5-Year Capital Fund Action Plan.

The Annual Agency Plan provides details about the Housing Authority's proposed development plans, and any administrative and operational policies changes. The 5-Year Capital Fund Action Plan lists the major proposed capital improvement plans for the next five fiscal years. The 2026 RAD Amendment redefines the definition of substantial deviation from the Annual Agency Plan and addresses all HUD-required elements of the Program.

Prior to submission of these documents to HUD, we are soliciting comments. We will be conducting a Public Hearing on Thursday, March 19, 2026 at 2:00 p.m., at the Lebanon Housing Authority, 49 Lake Street, Lebanon, Tennessee, to discuss the proposed plans.

If you are unable to attend the meeting, you may submit written comments regarding these Plans to Mr. Patrick Johnson, Executive Director, Lebanon Housing Authority, 49 Urban Heights, Lebanon TN 37087. Written comments will be received through March 19, 2026.

PUBLIC NOTICE
In reference to Ordinance No. 26-7358, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for rezoning approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from RPD-Rural Preservation/Open Space to Barton Village North SE Hybrid Specific Plan in the South Hartmann Overlay in Ward 3. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

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ORDINANCE NO. 26-7357

AN ORDINANCE TO AMEND THE SOUTH HARTMANN GATEWAY OVERLAY FOR ABOUT 7.92 ACRES AT 541 BARTONS CREEK ROAD (TAX MAP 81 PARCEL 122) FROM AS-SFD & WU-SFAD TO WU-SFAD & WU-TCMX/TCR IN WARD 3

WHEREAS, the City of Lebanon desires to amend the South Hartmann Gateway Overlay of the City; and

WHEREAS, the property owners are requesting to change these properties to WU-SFAD – Single Family Attached & Detached Housing and WU-TCMx/TCR – Town Center Mixed-Use/Town Center Residential in the South Hartmann Overlay; and

WHEREAS, the property is proposed to be zoned Barton Village North SE Hybrid Specific Plan; 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 South Hartmann Gateway Overlay to the Mayor and City Council by a vote of 7-1 at their February 9, 2026 Special-Called Meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, The South Hartmann Gateway Overlay be amended as follows:

Section 1. The area shown on the attached map consisting of about 7.92 acres at 541 Bartons Creek Road is changed to WU-SFAD – Single Family Attached & Detached Housing and WU-TCMx/TCR – Town Center Mixed-Use/Town Center Residential in the South Hartmann Gateway Overlay 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 February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

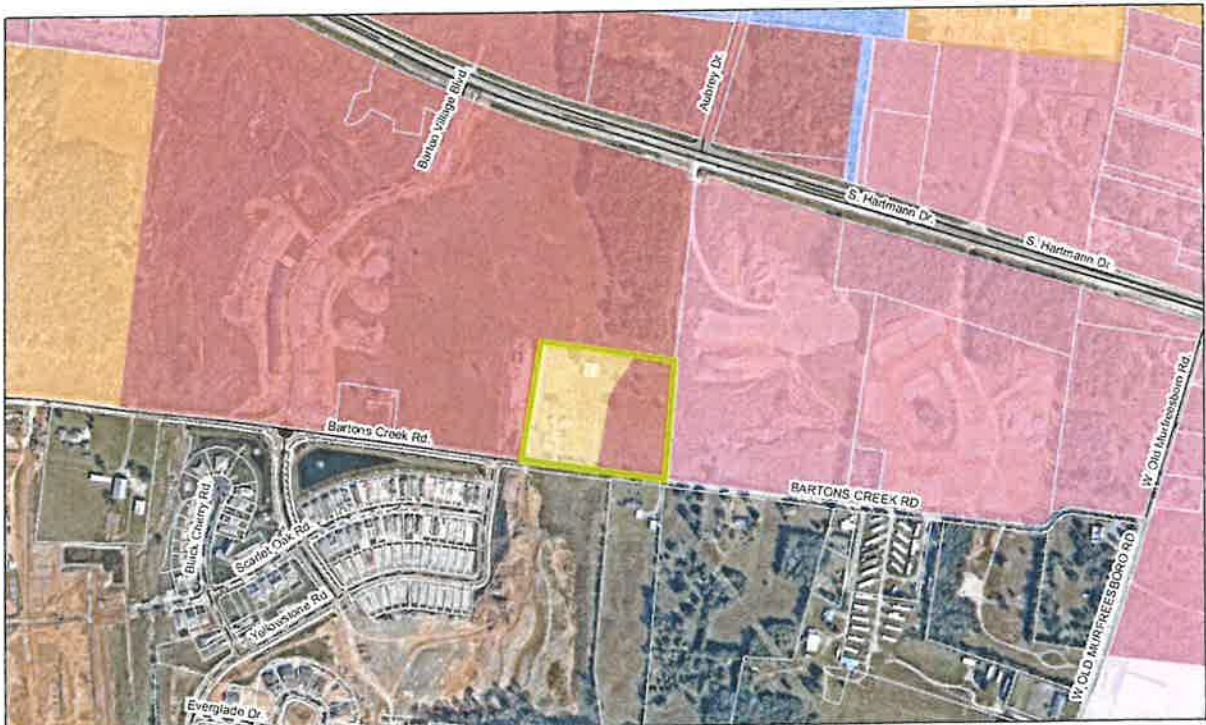
Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____.



- Legend**
- | | | |
|-----------------------|-------------|------------------------|
| South Hartmann | Civic | Interstate |
| SUBDIST | Open Space | Private Street |
| AS-4C | WU-MKH | Ramo |
| AS-DM | WU-SFAD | State Route |
| AS-PIR | WU-TGlx/TCR | City Street |
| AS-SC | County | Future/Proposed Street |
| AS-SFD | | |

SOUTH HARTMANN OVERLAY

Barton Village North SE Hybrid SP
Future Land Use Plan Amendment, S Hartmann Overlay
Amendment & Rezoning from RPO to Hybrid SP
541 Bartons Creek Road

0 500 1,000 2,000 Feet



MAIN STREET MEDIA OF TN
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6154446008
accounting@mainstreetmediatn.com

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OF TENNESSEE

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PUBLICATION
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Legal Advertising:Legal Advertising
Legal Advertising 26-7357 S.
Hartmann Overlay ammend WP
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Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

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103.50

PUBLIC NOTICE

In reference to Ordinance No. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed South Hartmann Overlay amendment approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from AS-SFD & WU-SFAD to WU-SFAD & WU-TCMx/TCR in Ward 3. 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 Joshua Stahle at 444-3647 x2304. 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

02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page
if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death.
This is the 21st day of January, 2026.
GRANDON P. DRAGAN
PERSONAL REPRESENTATIVE
ESTATE OF CORDELLA WILLIAMS DECEASED
MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
BRANDON P. DRAGAN
ATTORNEY
Newspaper: Wilson Post
Date to run: 02/02/2026 02/04/2026

NOTICE TO CREDITORS
ESTATE OF: PAUL DUANE HACKETT
CASE NO. 2025P028
Notice to hereby give notice that on the 21st day of January 2026, Letters Testamentary respect to the estate of Paul Duane Hackett deceased, who died 12/05/2023, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, debts, and unpaid taxes, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:
(1) (A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice or received an actual copy of this notice before the date that is four (4) months from the date of the first publication; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death.
This is the 21st day of January 2026.
DANIEL HACKETT
PERSONAL REPRESENTATIVE
ESTATE OF PAUL DUANE HACKETT DECEASED
MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
J. STEPHEN BROWN
ATTORNEY
Newspaper: Wilson Post
Date to run: 01/29/2026 02/04/2026

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE
WHEREAS, Rodney J. Taylor executed a Deed of Trust to National Registered Agents, Inc., Trustee for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as beneficiary, as mortgage for SPS ED, LLC, on November 17, 2023 and recorded on November 15, 2023 in Book 3603, Page 1622, as Instrument Number 2114500 in the Office of the Register of Wilson County, Tennessee.
WHEREAS, default having been made in the payment of the debt(s) and obligations thereby secured by the said Deed of Trust and the current holder of said Deed of Trust Harwood Asset Management, LLC (the "Holder"), appointed the undersigned, McMichael Taylor Gray, LLC, as Substitute Trustee, and with all the rights, powers and privileges of the original Trustee named in and under said Deed of Trust; and NOW, THEREFORE, notice is hereby given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Holder, and that as agent for the undersigned, McMichael Taylor Gray, LLC, Substitute Trustee, by virtue of the power and authority vested in it, will on February 26, 2026, at 12:00 pm, at East Main Street Courthouse, 228 East Main Street, Lebanon, TN 37067, proceed to sell at public outcry to the highest and best bidder for cash, the following described property situated in Wilson County, TN:
The following described property:
Land in Wilson County, Tennessee, being Lot 566, Section X, Winbough Station, P.U.D., as shown on a plat of record in plat book 26, page 52, in the Register's Office, Wilson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.
Being the same parcel conveyed to Rodney J. Taylor from Myra H. Taylor, Deed 06/07/2013, recorded 05/20/2013, in Deed Book 1851, Page 2128, County of Wilson, State of Tennessee.
Assessor's Parcel No: 073G 03800 000
Street Address: 1031 Lance Court, Mount Juliet, TN 37112
Parcel Number: 073G 03800 000
Current Owner: Rodney J. Taylor
Other Interested Parties(s): Bank of America NA, Winbough Station Homeowners Association, Inc and Sol Lending Corp.
NOW, THEREFORE, in compliance with Tennessee Code § 35-5-104(a), a true and correct copy of this Notice is deposited online and available for public viewing at www.wilsonpost.com.
If the United States or the State of Tennessee have any liens or claims (other than the Property) and are named herein as interested parties, timely notice has been given to the applicable governmental entity, and the sale will be subject to any applicable rights of redemption held by the entity as required by 26 U.S.C. § 7425 under Tennessee Code § 67-1-143.
This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority claim by a future lien; any matter that an accurate survey of the premises might disclose; any prior liens or encumbrances as well as any priority claim by a future lien; any matter that an accurate survey of the premises might disclose; and All right and equity of redemption, statutory or otherwise, homestead, and other necessary rights in said Deed of Trust. The undersigned will set and convey only as Substitute Trustee. The right is reserved to adjudge the day of the sale to another day, time and place upon any without further publication upon announcement at the time and place for the sale set forth above.
This property is being sold with the express reservation that the sale is subject to application by the holder or parties. This sale may be rescinded by the Substitute Trustee at any time. This office is attempting to collect a debt. Any information obtained will be used for that purpose.
McMichael Taylor Gray, LLC
Substitute Trustee
3550 Engineering Drive, Suite 260
Fayetteville, GA 30292

Office: 044-747-4149
Fax: 404-745-8121
MTG File No: 25-003941-02
NOTICE TO CREDITORS
ESTATE OF: JAMES WALTON ALDRIDGE, JR. aka WALY ALDRIDGE
CASE NO. 2025P028
Notice is hereby given that on the 28th day of January 2026, Letters Testamentary with respect to the estate of JAMES WALTON ALDRIDGE aka WALT ALDRIDGE deceased, who died November 19, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, debts, and unpaid taxes, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:
(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death.
This is the 28th day of January, 2026.
STEPHANIE NIXON
PERSONAL REPRESENTATIVE
ESTATE OF JAMES WALTON ALDRIDGE, JR. AKAWALT ALDRIDGE DECEASED
MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
JUSTIN N. GILBERT
ATTORNEY
Newspaper: Wilson Post
Date to run: 02/04/2026 02/11/2026

NOTICE TO CREDITORS
ESTATE OF: CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025P033
Notice is hereby given that on the 28th day of January 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 29, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, debts, and unpaid taxes, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred:
(A) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication; or (B) Sixty (60) days from the date the creditor received an actual copy of this notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death.
This is the 28th day of January, 2026.
CHARLES D. NICHOLS, JR.
PERSONAL REPRESENTATIVE

ESTATE OF CHARLES DENNIS NICHOLS, SR.
DECEASED
MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
JOHANN M. TINSLEY
ATTORNEY
Newspaper: Wilson Post
Date to run: 02/04/2026 02/11/2026
IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON
WILSON COUNTY, TENNESSEE and the CITY OF WATKINTOWN, TENNESSEE and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS
vs.
DELINQUENT TAXPAYERS, A tax proceeding as defined by TCA 67-6-2502(a)(1)(D)
DEFENDANTS
YEAR NUMBER 2021 R02ZCV072
2023 R02ZCV063
2023 R02ZCV061
MAP- 89 E GROUP-C
PARCEL: 21 20 0
Description: 411 Woodrow Dr. Assessed Owner(s): Amanda Nicole Reese Smith
Assessed Owner(s): Robert Rodde Defendant Tax Attorney Lebanon, Tennessee 37087
ORDER OF PUBLICATION
IT appearing from the Complaint and Affidavit of Robert Rodde, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Nicole Reese Smith and Emily Robinson (Haynes) and all unknown, unborn and unbound persons who claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee as being Map 89 E, Group C, Parcel 21 20 0, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 411 Woodrow Drive, Lebanon, Wilson County, Tennessee. This property is also known as Lot 3 of Greenfield Subdivision as shown on a plat of record in Plat Book 5, page 618 in the Register's Office of Wilson County, Tennessee. The last instrument conveying the said property containing a full and complete legal description of the said property is of record in Book 185, at page 30, in the Register's Office of Wilson County, Tennessee. See also the Last Will and Testament of John Franklin Robinson of record in Will Book 5, Page 227 in the Probate Records of the Clerk & Master of Wilson County, Tennessee. It further appearing to the Court that the Plaintiffs have made and are continuing to make, a diligent effort to locate and give notice to all interested persons.
IT IS THEREFORE ORDERED, that service of process by publication is hereby ordered and the Defendants the heirs, devisees, successors and assigns of Amanda Nicole Reese Smith and Emily Robinson (Haynes) and all unknown, unborn and unbound persons claiming any interest in the above described property are required to appear and answer or otherwise defend against the Complaint of

Wilson County, Tennessee, the City of Watkintown, Tennessee, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, whose attorney is ROBERT ROCHELLE, 109 North Castle Heights Avenue, Lebanon, Tennessee 37087, within sixty (60) days after the date of the last publication of this notice; otherwise, default judgment may be entered against them for the relief demanded in the Complaint presently pending in the Chancery Court of Wilson County, Tennessee at Lebanon, Tennessee. It is further ordered that this notice shall be published in the WILSON POST, a local newspaper of general circulation in Wilson County, Tennessee on or weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.wilsonpost.com for the same period.
ENTERED the 16th day of January, 2026.
CHANCELLOR C.K. SMITH
APPROVED FOR ENTRY:
Robert Rodde
Defendant Tax Attorney
Lebanon, Tennessee 37087
Wilson Post
02/04/2026
02/11/2026
02/25/2026
IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON
WILSON COUNTY, TENNESSEE and the CITY OF WATKINTOWN, TENNESSEE and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS
vs.
DELINQUENT TAXPAYERS, A tax proceeding as defined by TCA 67-6-2502(a)(1)(D)
DEFENDANTS
YEAR NUMBER 2023 R02ZCV061
MAP- 13 GROUP
PARCEL: 20 08
Description: 159AC2909 Old Laguarda Rd E
Assessed Owner(s): Robert M. Allen et al
ORDER OF PUBLICATION
IT appearing from the Complaint and Affidavit of Robert Rodde, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Sherry Lane, McClure Lane, Mary Allen and David Gray and all unknown, unborn and unbound persons who claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee as being Map 33, 2502(a)(1)(D)
DEFENDANTS
YEAR NUMBER 2023 R02ZCV061
MAP- 8 (N) (D) GROUP-C
PARCEL: 42 20 0
Description: 412 Zephyr Cove Assessed Owner(s): Odell/Arn Jackson (TR)

Wilson County, Tennessee, the City of Watkintown, Tennessee, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, whose attorney is ROBERT ROCHELLE, 109 North Castle Heights Avenue, Lebanon, Tennessee 37087, within sixty (60) days after the date of the last publication of this notice; otherwise, default judgment may be entered against them for the relief demanded in the Complaint presently pending in the Chancery Court of Wilson County, Tennessee at Lebanon, Tennessee. It is further ordered that this notice shall be published in the WILSON POST, a local newspaper of general circulation in Wilson County, Tennessee on or weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.wilsonpost.com for the same period.
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Robert Rodde
Defendant Tax Attorney
Lebanon, Tennessee 37087
Wilson Post
02/04/2026
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NOTICE OF PUBLIC HEARING
A public hearing will be held before the Wilson County Planning Commission on Friday, February 20, 2026 at 10:00 a.m. in the County Commission room of the Wilson County Courthouse, 228 East Main Street Lebanon, Tennessee. Items for consideration: Application has been made by Matt Greco, Nashville Superspeedway, to amend a portion of the Nashville Speedway Master Plan to add uses to allow year-round auto sales with limit to six (6) event days per calendar year. The property contains 518.06 acres being referenced as Wilson County Tax Map 141 Parcel 26.00. Several divisions of property and site plans will also be heard at this time. Meeting may be postponed if inclement weather prevails and the Wilson County Courthouse is closed; you may view the full agenda online at www.wilsoncountytn.gov.

PUBLIC NOTICE
In reference to Resolution No. 26-2818, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed plan of services approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. 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. 26-7350, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to R99 in Ward 1. 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 Joshua Stahle at 444-3647 x2304. 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 Resolution No. 26-2819, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed annexation approval for about 5.04 acres at 1445 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1. 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 Joshua Stahle at 444-3647 x2304. 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. 26-7359, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed SP amendment 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 Joshua Stahle at 444-3647 x2304. 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. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed South Hartmann Overlay amendment approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from AS-SFD & WU-SFAD to WU-SFAD & WU-TCM/TCR in Ward 3. 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 Joshua Stahle at 444-3647 x2304. 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.

Continued on next page

ZONING ORDINANCE 26-7358

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 541 BARTONS CREEK ROAD FROM RPO – RURAL PRESERVATION/OPEN SPACE TO BARTON VILLAGE NORTH SE HYBRID SPECIFIC PLAN IN WARD 3

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

WHEREAS, the proposed Future Land Use for the subject property is Downtown Mixed Use and Residential 8 Units Per Acre; and

WHEREAS, the property owner is requesting Barton Village North SE Hybrid Specific Plan zoning which fits the Downtown Mixed Use and Residential 8 Units Per Acre 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 rezoning from RPO-Rural Preservation/Open Space to Barton Village North SE Hybrid Specific Plan, to the Mayor and City Council by a vote of 7-1 at their February 9, 2026 Special-Called Meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from RPO-Rural Preservation/Open Space to Barton Village North SE Hybrid Specific Plan (Exhibit A).

Approximately 7.92 acres more or less, located at 541 Bartons Creek Road as shown on the attached map.

For reference, see Deed Book 2026 Page 1994 in the Register’s Office of Wilson County, Tennessee, and being shown as Tax Map 81 Parcel 122 for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

Passed second reading: _____.

City Attorney

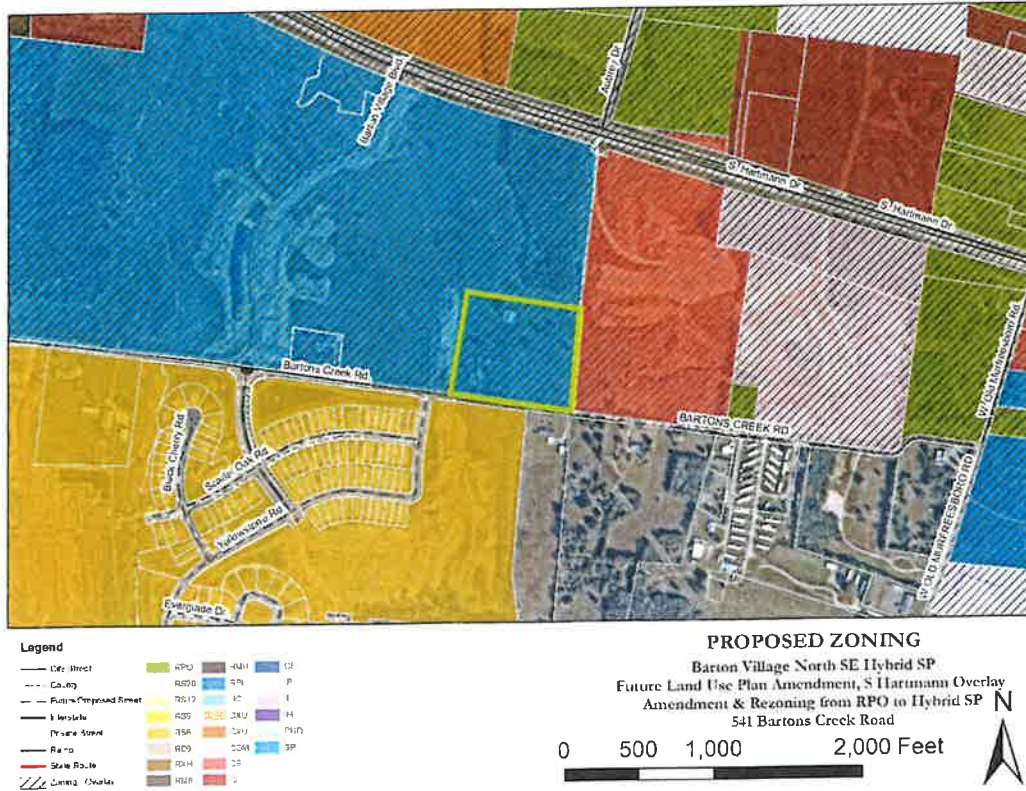


Exhibit A



February 13, 2026

BARTONS VILLAGE NORTH SE - HYBRID SPECIFIC PLAN

Address:	541 Bartons Creek Road, Lebanon, Tennessee
Parcel ID:	081 122-00 000
Ward:	3
Acreage:	±7.92 ac
Existing Zoning:	RR – Rural Residential
Proposed Zoning:	SP/RS6 – High Density Residential SP/CN – Neighborhood Commercial
Existing Future Land Use:	FLH4 – Residential 4 Units per Acre FLH8 – Residential 8 Units per Acre
Proposed Future Land Use:	FLH8 – Residential 8 Units per Acre Downtown Mixed-Use
Existing South Hartmann Overlay:	WU-SFAD – Walkable Urban Attached & Detached Housing AS-SFD – Single-family Detached Housing
Proposed South Hartmann Overlay:	WU-SFAD – Walkable Urban Attached & Detached Housing WU-TCMx – Town Center

NARRATIVE

The Bartons Village North SE – Hybrid Specific Plan (SP) establishes a cohesive mixed-use development framework for ±7.92 acres within the South Hartmann Gateway Overlay. The plan includes 30 alley-loaded single-family homes on the western parcel, a self-storage facility on the eastern parcel, and an open-space amenity designed to serve residents and enhance the overall community identity. The SP is intended to create a walkable, connected neighborhood that complements surrounding residential areas and transitions seamlessly to the commercial activity along South Hartmann Drive.

As part of the overall circulation framework, Water Oak Road is proposed as a public roadway serving both parcels within the Specific Plan. For purposes of zoning code interpretation and application to the adjacent parcel, this roadway segment is intended to be treated as a private drive. The public right-of-way is proposed with a variable width, consisting of approximately 41 feet along the adjacent property and approximately 50 feet along the subject property, allowing the roadway to function as a public facility while avoiding unintended zoning impacts to the adjoining parcel.

The residential component, designated SP-RS6, features a traditional neighborhood pattern organized around short blocks, sidewalks, and alleys that promote safe, pedestrian-friendly streets. By locating garages to the rear of lots and minimizing driveway crossings along the street frontage, the plan prioritizes walkability, curb appeal, and a strong neighborhood streetscape. The proposed homes are limited to two stories in height and feature compact lot sizes consistent with the intent of the RS-6 district, encouraging an intimate scale of development while maintaining adequate setbacks, landscaping, and green space.

The neighborhood is providing a dedicated amenity and open-space area designed to function as a shared gathering space for residents. This park will include lawn areas, shade trees, seating, and potential features such as a dog park or small play lawn, which will create an inviting focal point for community activity and outdoor recreation. The amenity's location within walking distance of all homes reinforces the project's emphasis on connectivity, offering residents a meaningful outdoor space that encourages interaction, daily use, and a sense of community identity. In addition to the park, each lot will include a front-yard tree and enhanced streetscape landscaping to establish a cohesive canopy and comfortable pedestrian environment throughout the development.

The eastern portion of the site, designated SP-CN, accommodates a self-storage facility as part of the broader mixed-use framework. This use provides a low-impact commercial service that supports surrounding neighborhoods while ensuring compatibility through enhanced landscaping, fencing, and buffering. The overall land use pattern responds appropriately to the site's location within the Airport Overlay by incorporating compatible and context-sensitive development. The self-storage use is particularly well suited to this setting due to its limited operational intensity, while also contributing to the area's transition between residential and commercial zones. Coordinated access and shared circulation between both parcels create a unified site plan that minimizes curb cuts and supports multimodal movement across the development.

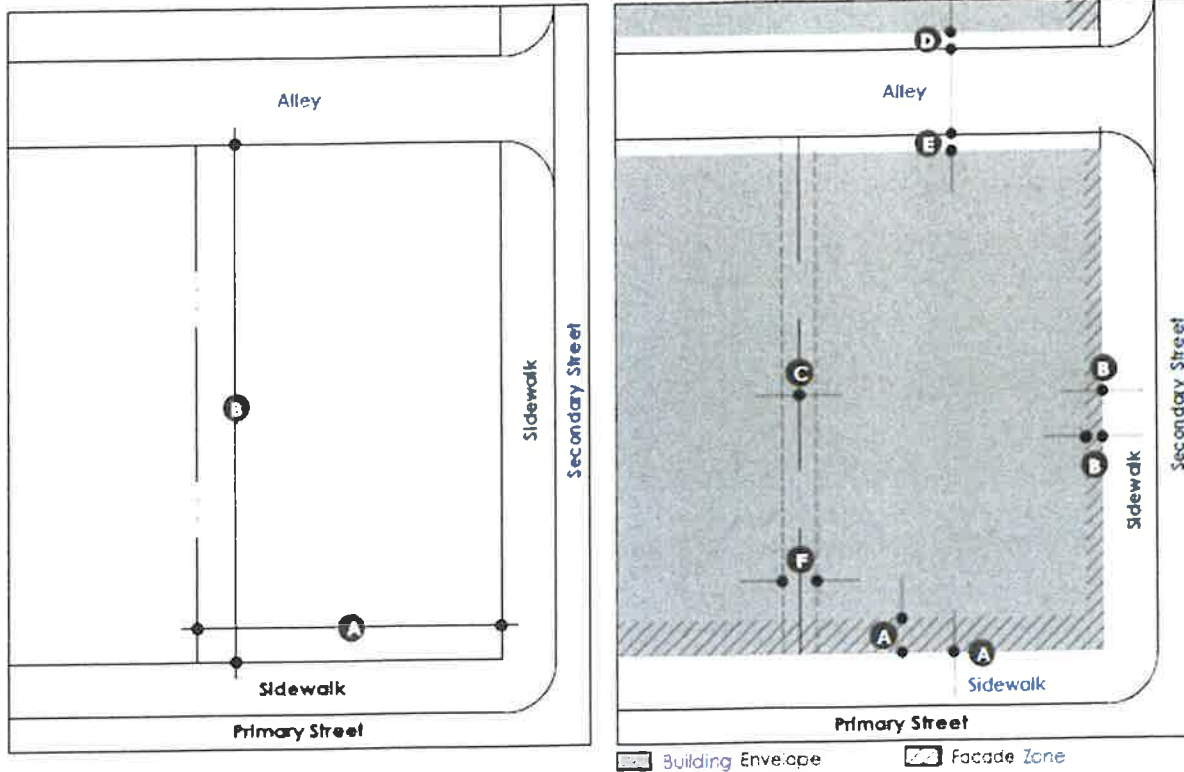
Overall, the Bartons Village North SE – Hybrid Specific Plan promotes an efficient and attractive land use pattern that aligns with the South Hartmann Gateway Overlay's goals for context-sensitive design. The plan balances residential and commercial uses, enhances the pedestrian experience, and delivers meaningful open-space amenities that contribute to a connected, livable, and enduring community.

USE & STRUCTURE PROVISIONS

The uses and structures identified herein shall be permitted within the Bartons Village North SE – Hybrid Specific Plan (SP) District only as expressly provided and in accordance with all applicable design criteria contained within this document. Any development standard not specifically addressed herein shall default to the requirements of the RS-6 and CN zoning districts, as applicable, and to the South Hartmann Gateway Overlay standards. Refer to the accompanying exhibit for delineation of the RS6 and CN base zoning areas.

Section / Item	Base Required	SP – Proposed
14.502 Zoning Districts		
West Parcel	WU-SFAD (Single-Family Attached & Detached)	SP-WU-SFAD (West Parcel)
Uses Permitted	Townhouse-no min./20% max., two-family-5% min./30% max., Cottage Court-no min./30% max., House- 20% min/70% max	Townhouse-no min./20% max., two-family-no min./30% max., Cottage Court-no min./30% max., House- 20% min/100% max.
Min. Lot Area	4,000 sf	4,000 sf
Min. Lot Width	40 ft	40 ft
Min. Setbacks – Front	15 ft. min./30 ft. max. build to	15 ft. min./30 ft. max. build to
– Rear	5 ft	10 ft
– Side	5 ft	5 ft
Secondary Street	10 ft. min./20 ft. max.	10 ft. min./20 ft. max.
Max. Lot Coverage	70% max.	70% max.
Max. Building Height	2.5 Stories	2 Stones
14.602 Zoning Districts		
East Parcel	TCMx (Town Center Mixed-Use)	SP- TCMx (East Parcel)
Uses Permitted	All uses permitted within the Town Center Mixed-Use zoning district are allowed.	<ul style="list-style-type: none"> - Self-storage - financial, consultive, admin. Services - general personal services - general retail
Min. Lot Area	8,750 sf	8,750 sf
Setbacks - Front	Primary - 0 ft. min. / 5 ft. max.	Primary - 0 ft. min. / 20 ft. max.
Primary Street	Secondary - 0 ft. min. / 5 ft. max.	Secondary - 0 ft. min. / 70 ft. max.
Secondary Street		
– Rear	5 ft min.	5 ft min.
– Side	5 ft min.	5 ft min.
Max. Building Height	3.5 Stories / 60 ft. max.	3 Stories / 40 ft. max.

Section / Item	Base Required	SP – Proposed
14.8 Development Standards		
Off-Street Parking & Loading – One-Family Dwelling	One space per dwelling	Two garage spaces per dwelling
14.805 Landscaping, Screening & Buffering		
Tree Preservation Plan	Required	Required at Site Plan
Tree Cover Requirements	Required	Required at Site Plan
14.806 Open Space		
14.806 Open Space	Park, Green, Greenway, or Square	Open Space requirements for the project shall be met in one area on the east parcel as a park space with amenities including a dog park
14.808 Building Design – Frontage	All lots shall abut a public street for at least 40 ft except that lots may abut a common open space if vehicular access is provided to the rear of the lot by an alley or drive aisle	All lots shall abut a public street for at least 40 ft except that lots may abut a common open space if vehicular access is provided to the rear of the lot by an alley or drive aisle



ii. LOT

Lot Size by Type:	Width ^A	Depth ^D
Mixed-use/Commercial:	70 ft. min.	125 ft. min.
Live/Work Townhouse:	20 ft. min.	85 ft. min.
Lot Coverage:		
Impervious Surface:		90% max.

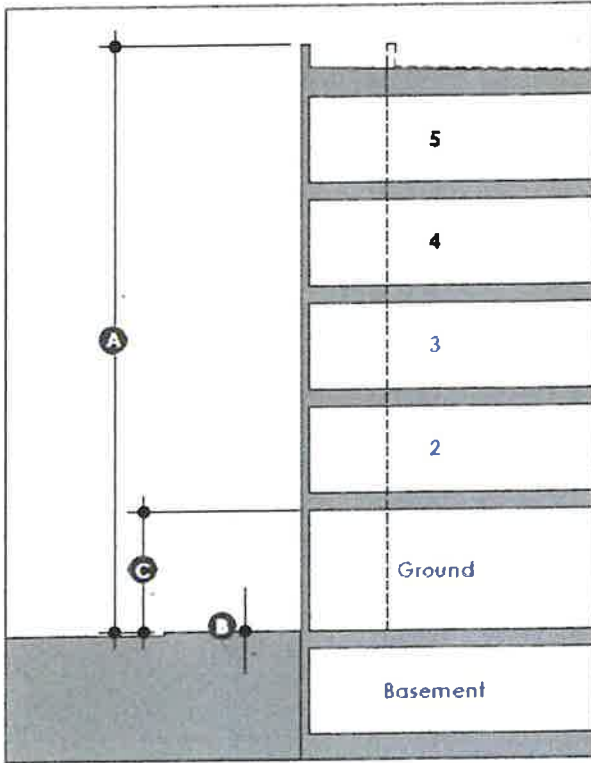
iii. PLACEMENT

Build-to Zone and other Setbacks (from Lot Line):

Principal Building:		
S. Hartmann/Leeville Build-to:	30 ft. min./80 ft. max.	^A
Primary Street/Front Build-to:	0 ft. min./20 ft. max.	^A
Secondary Street Build-to:	0 ft. min./70 ft. max.	^B
Front Facade within Build-to:	80% min.	
Side Setback:		
Lot:	0 FT. min /end units 5 ft. min.	^C
Alley:	5 ft. min.	^D
Rear Setback:	5 ft. min.	^E
Accessory Building(s):		
Primary Street/Front Setback:	60 ft. min.	^A
Secondary Street Setback:	5 ft. min.	^B
Side Setback:	5 ft. min.	^C ^D
Rear Setback:	5 ft. min.	^E

Miscellaneous Placement Standards:

- a. A maximum of 15% of total first floor building frontages are permitted to front a usable open space type established in section 8.
- b. Private Frontage Types may vary from the setbacks above (see iv. Frontage Types/Encroachments).
- c. A 10 ft. min. pedestrian passage is required at 140 ft. intervals to connect rear parking areas with sidewalk. ^F



vi. FORM

Height:

Principal Building:
Airport Impact Zone:

- Stories: 3 max. **A**
- To eave/parapet: 40 FT. max.
- Overall: 40 FT. max.

All Other Areas:

- Stories: 5.5 max. **A**
- To eave/parapet: 60 FT. max.
- Overall: 80 FT. max.

Accessory Building:

- Accessory Dwelling: NA
- Other: 2 stories
- Raised foundation: 0 FT. min.
- Ground floor ceiling: 10 FT. min. **B**
- Upper floor ceiling(s): 8 FT. min. **C**

Articulation:

Building facades that face a street or open space shall not exceed 30 FT. in length without a building articulation

intended to minimize the mass of the building.

Transparency:

Building facades that face a street or open space shall have a minimum transparency for each story as described below and consisting of shopfronts, doors, windows, or a combination thereof*. Window and door glazing shall not be mirrored or heavily tinted to avoid obscuring visibility into the building.

- a. First story commercial uses shall have a minimum transparency of 60% on facades facing primary streets and 20% on facades facing secondary streets.
- b. First story residential uses shall have a minimum transparency of 20%.
- c. Upper stories shall have a minimum transparency of 15%.

* transparency may be achieved with facade materials other than glass that are detailed to provide the appearance of windows or doors.

Miscellaneous:

- a. Development within the Airport Impact Zone may be limited further by the Airport Overlay District (AP).
- b. Buildings shall step down one story in height when located less than 60 FT. from WU-SFAD areas.

vii. MISCELLANEOUS

a. Materials

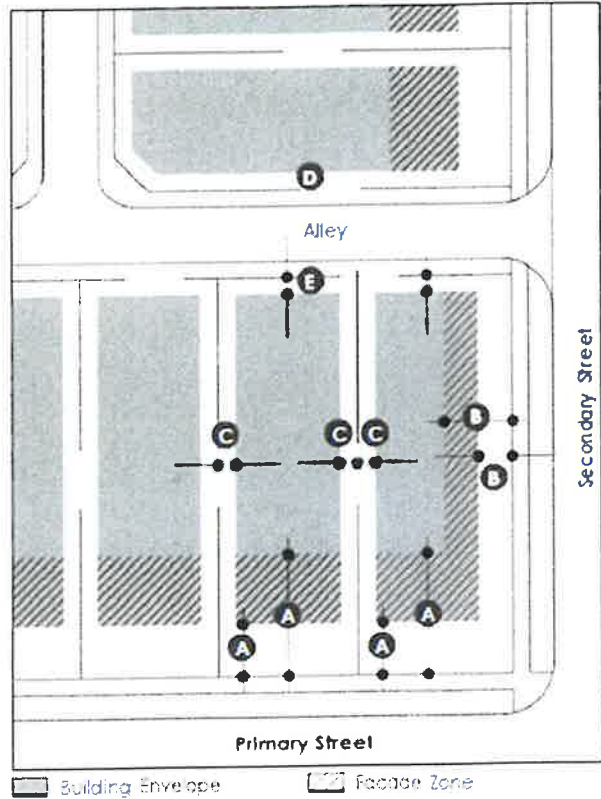
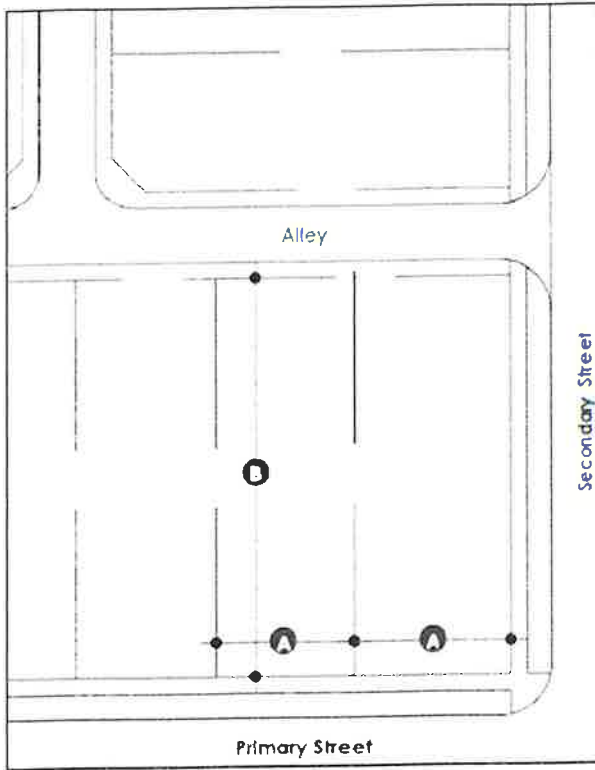
i. Primary Façade on White Oak Rd.

A minimum of 75% of the facade area, exclusive of openings, shall be brick, stone, cast stone, or stucco (EIFS*). A maximum of 25% of the facade area may be wood siding/shingles/trim, fiber cement siding/shingles/trim, composite siding, or EIFS (upper stories only).

ii. Secondary Façade

A minimum of 50% of the facade area, exclusive of openings, shall be brick veneer, stone veneer, cast stone, or stucco (EIFS*). A maximum of 50% of the facade area may be wood siding/shingles/trim, fiber cement siding/shingles/trim, composite siding, or EIFS (upper stories only).

* When EIFS material is used it shall not be closer than 2 ft. to the ground plane of the building



Building Envelope Facade Zone

i. LOT

Lot Size by Type:	Width A	Depth D
Townhouse:	18 FT. min.	60 FT. min.
Townhouse Court:	100 FT. min.	100 FT. min.
Two-family House:	50 FT. min.	100 FT. min.
Cottage Court:	100 FT. min.	100 FT. min.
House:	40 FT. min.	100 FT. min.
ADU:	NA	NA

Lot Coverage:
 Impervious Surface: 70% max.

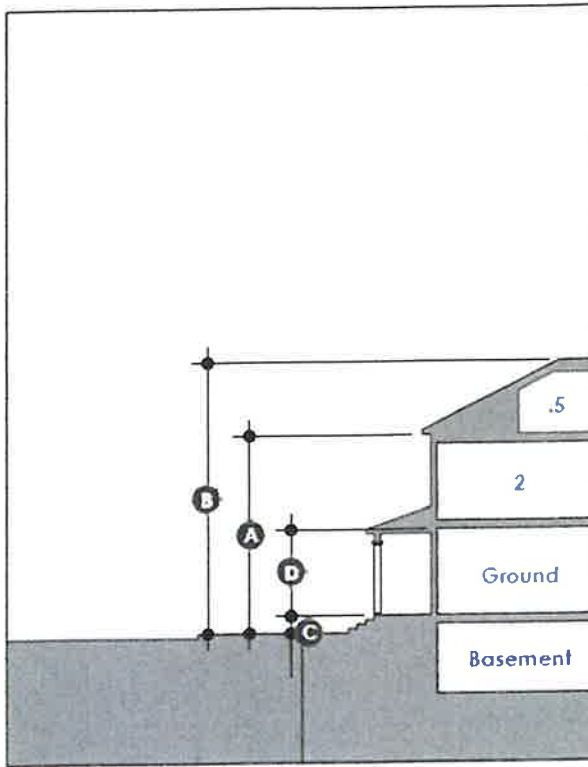
Miscellaneous:
 For Cottage/Townhouse Court Types the minimum lot size above is for developments that utilize horizontal property regime. Individual lots with a single dwelling unit may have a 30 FT. min. lot width and 60 FT. min. lot depth. for Cottage Courts and a 20 FT. min. lot width for and 60 FT. min. lot depth for Townhouse Courts.

ii. PLACEMENT

Build-to Zone and other Setbacks (from Lot Line):

Principal Building:	Setback/Requirement	Marker	
Primary Street/Front Build-to:	15 FT. min./30 FT. max.	A	
	Secondary Street Build-to:	10 FT. min./20 FT. max.	B
Side Setback:	Front Facade within Build-to:	50% min.	
	Lot:	5 FT. min.	C
Rear Setback:	Alley:	5 FT. min.	D
		5 FT. min.	E
Accessory Building(s):	Primary Street/Front Setback:	50 FT. min.	A
	Secondary Street Setback:	5 FT. min.	B
Side Setback:		5 FT. min.	C
	Rear Setback:	5 FT. min.	E

- Miscellaneous:**
- Single-family.** Townhouse Courts or Cottage Courts are permitted to have units that front open space, in the form of courtyards or open space.
 - Cottage Court Types, front facades shall be 5 FT. min. and 15 FT. max. from edge of courtyard (including sidewalk) and 10 FT. min. between buildings.
 - Private Frontage Types may vary from the setbacks above (see iii. Frontage Types/Encroachments).



v. FORM

Height:

- Principal Building:
 - Stories: **2 max.**
 - To eave: 25 FT. max. **A**
 - Overall: **35 FT. max. B**
- Accessory Building:
 - Accessory Dwelling: 2 stories max.
 - Other: 1 story
- Ground floor above sidewalk: 1.5 FT. min. **C**
- Ground floor ceiling: 9 FT. min. **D**

Articulation:

Building facades that face a street or open space shall not exceed 40 FT. in length without a building articulation intended to minimize the mass of the building.

Transparency:

Building facades that face a street or open space shall have a minimum transparency for each story as described below and consisting of doors, windows, or

a combination thereof. Window and door glazing shall not be mirrored or heavily tinted to avoid obscuring visibility into the building.

- a. First stories shall have a minimum transparency of 20%.
- b. Upper stories shall have a minimum transparency of 15%.

vi. MISCELLANEOUS

a. Materials

i. Primary Facade

A minimum of 85% of the facade area, exclusive of openings, shall be brick, stone, cast stone, or stucco (authentic), wood siding/shingles/trim, fiber cement siding/shingles/trim, or composite siding. A maximum of 15% of the facade area may be concrete block (split-faced/fluted), manufactured stone veneer siding, or architectural metal panels.

ii. Secondary Facade

A minimum of 75% of the facade area, exclusive of openings, shall be brick, stone, cast stone, or stucco (authentic), wood siding/shingles/trim, fiber cement siding/shingles/trim, or composite siding. A maximum of 25% of the facade area may be concrete block (split-faced/ fluted), manufactured stone veneer siding, or architectural metal panels.

SUPPLEMENTAL STANDARDS

The following additional standards for development within this SP district shall rule if in conflict with text or graphics elsewhere in this SP or the South Hartmann Overlay.

1. Backlight and internally illuminated signs shall be prohibited.
2. Opaque glazing or architectural detailing mimicking windows and doors shall be used on façades facing a road where self- storage areas are within a structure in place of transparent glass.
3. A Type B landscaping buffer shall be provided between any non-residential use and Barton's Creek Road.
4. Animal Care and Veterinary Services shall be permitted while outdoor boarding of animals shall be prohibited.
5. The greenway trail shall connect directly from Bartons Creek Road to the park.

HYBRID SPECIFIC PLAN (SP)

BARTON VILLAGE NORTH SE

BARTONS CREEK ROAD
LEBANON, TENNESSEE

INITIAL SUBMITTAL: 02/29/2025
 RESUBMITTAL: 02/16/2025
 RESUBMITTAL: 01/22/2025
 RESUBMITTAL: 02/11/2025

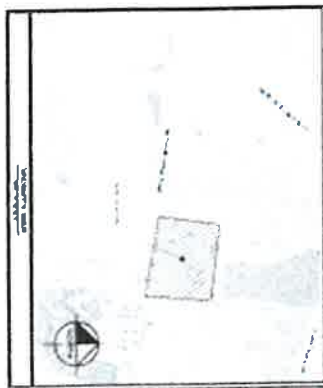
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2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025

NO.	REVISION	DATE
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2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025

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2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025

NO.	REVISION	DATE
1	ISSUE FOR PERMIT	02/29/2025
2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025



PROJECT DESIGN TEAM
 LEAD DESIGNER: [Name]
 DESIGNER: [Name]
 CHECKER: [Name]
 DATE: [Date]




NO.	REVISION	DATE
1	ISSUE FOR PERMIT	02/29/2025
2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025

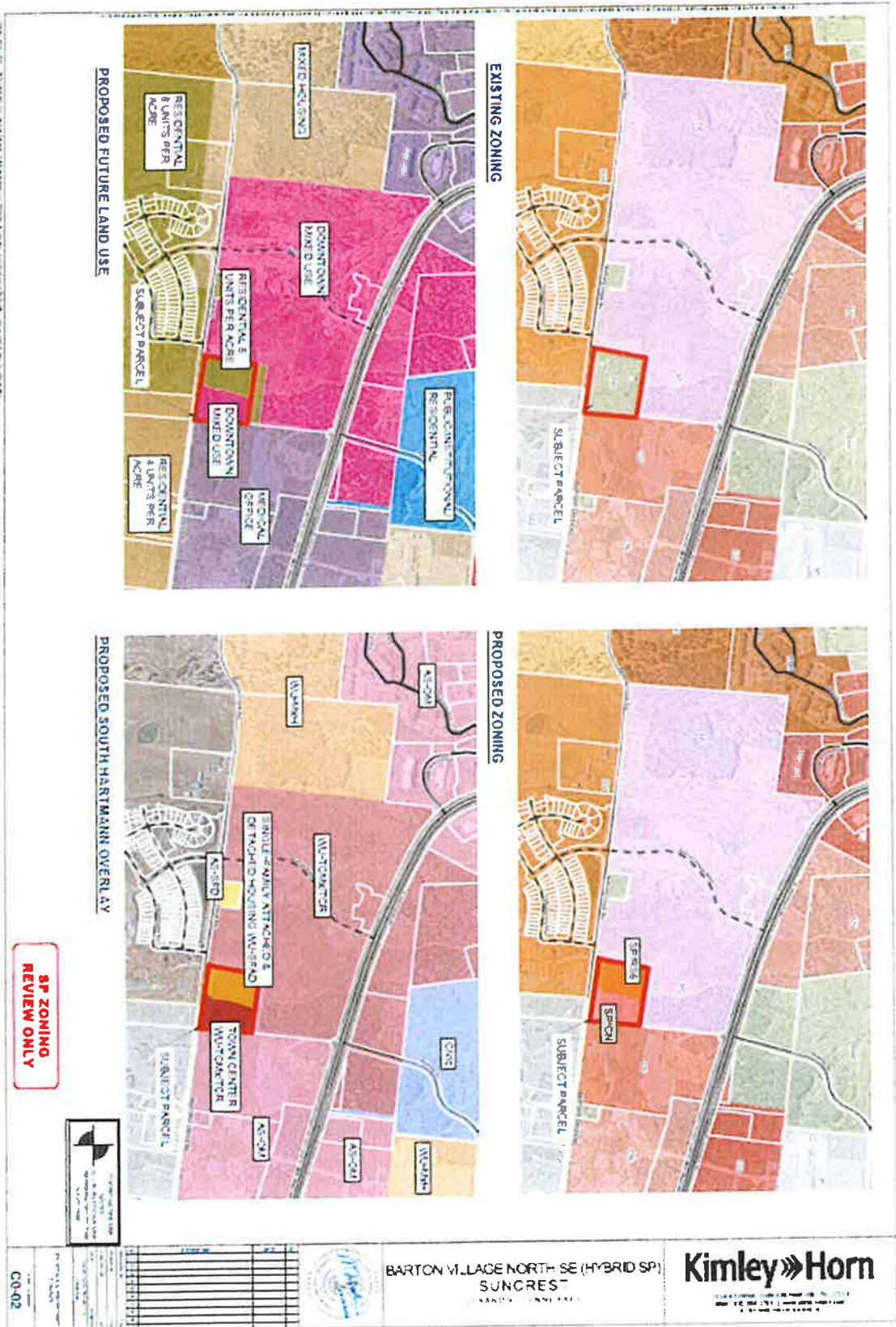


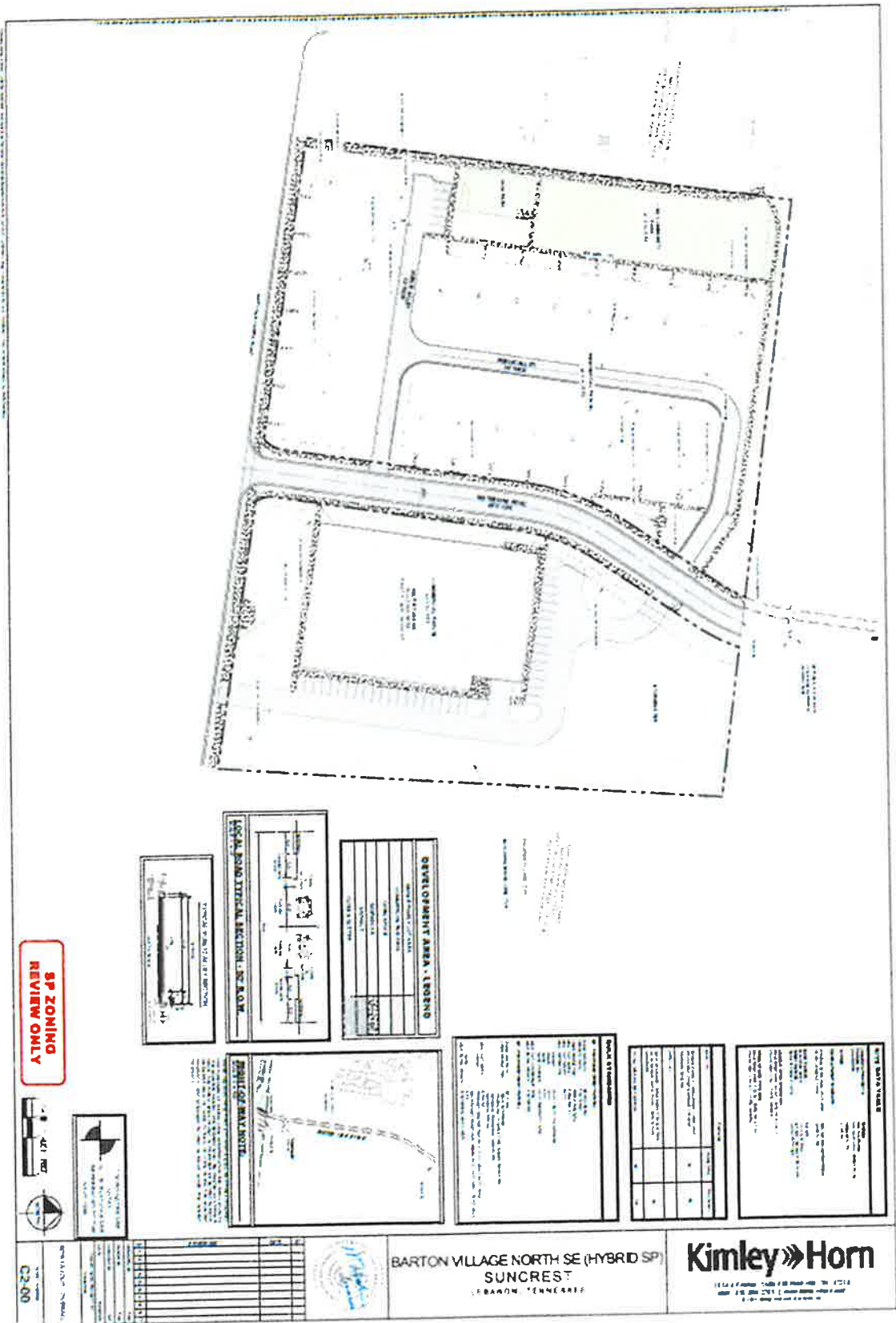
SUNCREST
 CIVIL ENGINEER
 449 PROSPER ROAD
 LEBANON, TENNESSEE 37036
 PHONE: 615.445.2122
 CONTACT: GREGORY GARDNER

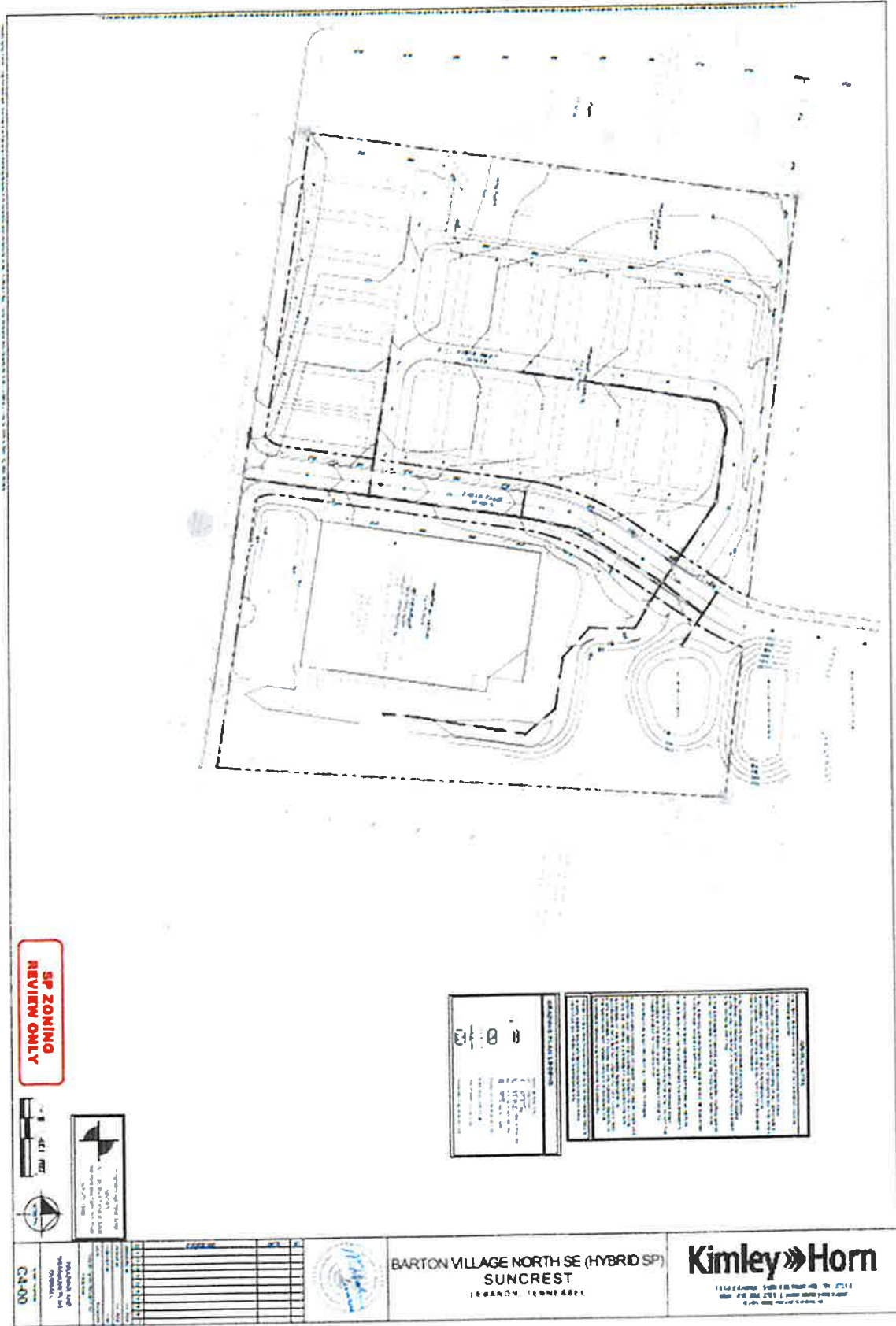
Kimley»Horn
 PLANNING ENGINEERS
 101 LEASLIP ROAD, SUITE 400, NASHVILLE, TN 37210
 PHONE: 615.296.2700 | WWW.KIMLEYHORN.COM

NO.	REVISION	DATE
1	ISSUE FOR PERMIT	02/29/2025
2	RESUBMITTAL	02/16/2025
3	RESUBMITTAL	01/22/2025
4	RESUBMITTAL	02/11/2025

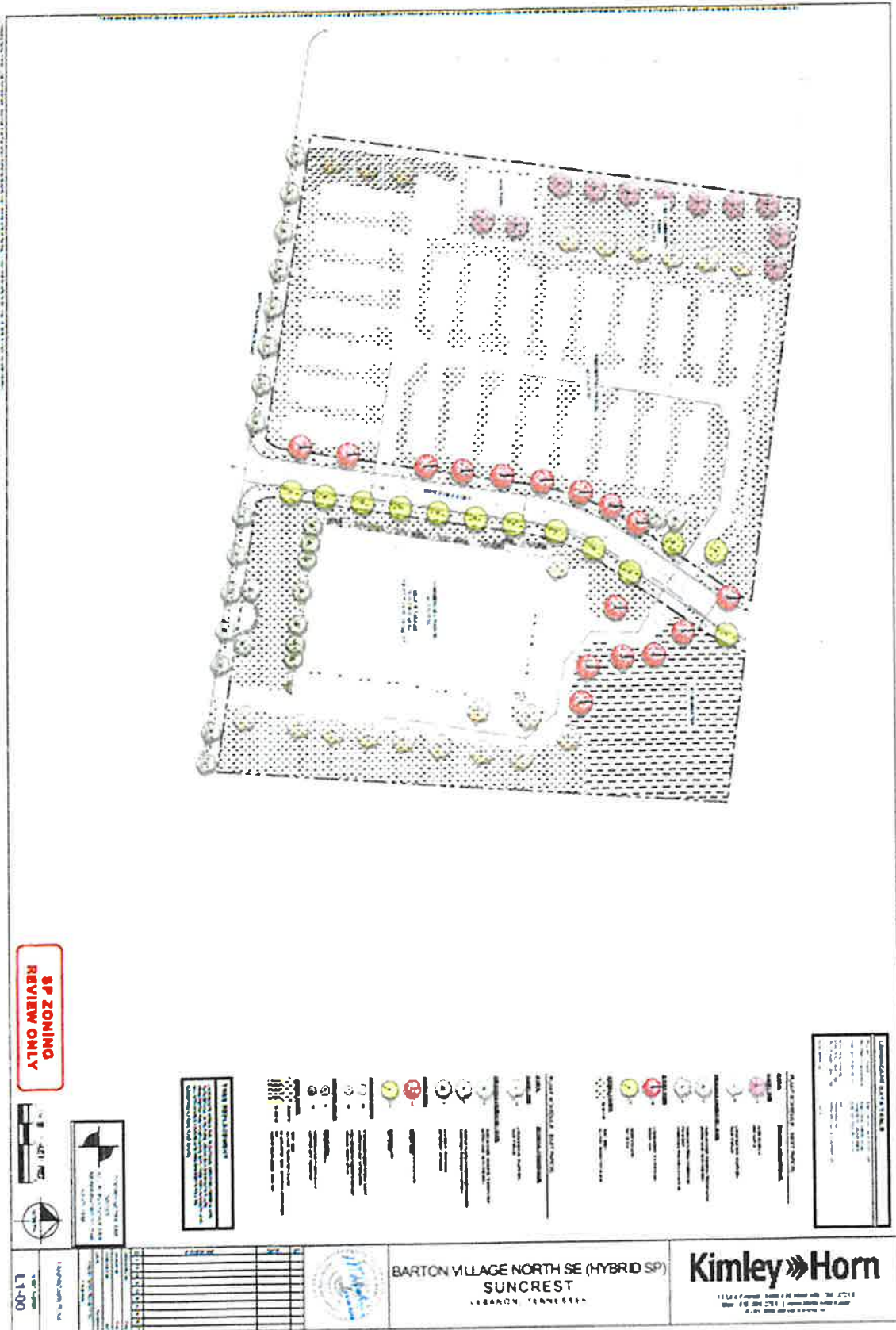
<p>SP ZONING REVIEW ONLY</p>			<p align="center">BARTON VILLAGE NORTH SE (HYBRID SP) SUNCREST LEBANON, TENNESSEE</p>	
<p>Section 1: Item Description</p> <p>14,000 Building</p> <p>14,000 sq ft building, 2 stories, 100 ft wide, 140 ft long, 12 ft high. Includes parking for 100 cars. Includes site plan, floor plan, and utility plan.</p>				
<p>Section 2: Item Description</p> <p>14,000 Building</p> <p>14,000 sq ft building, 2 stories, 100 ft wide, 140 ft long, 12 ft high. Includes parking for 100 cars. Includes site plan, floor plan, and utility plan.</p>				
<p>Section 3: Item Description</p> <p>14,000 Building</p> <p>14,000 sq ft building, 2 stories, 100 ft wide, 140 ft long, 12 ft high. Includes parking for 100 cars. Includes site plan, floor plan, and utility plan.</p>				

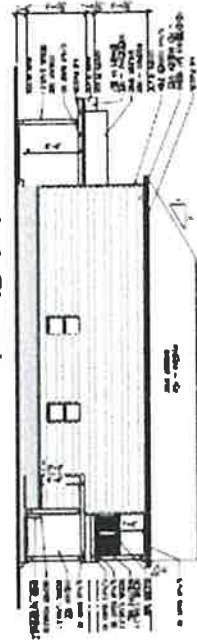




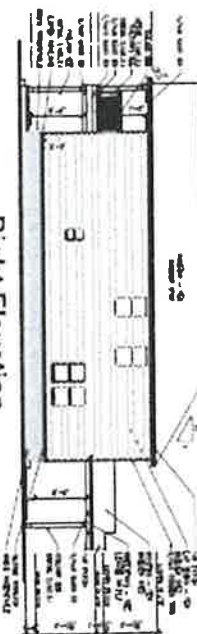




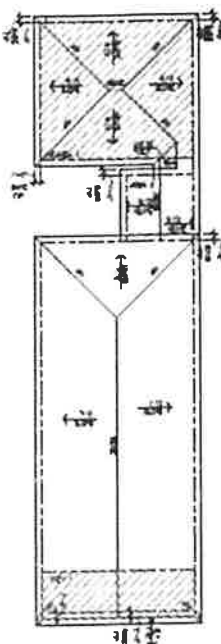




Left Elevation
26-7358-01



Right Elevation
26-7358-02

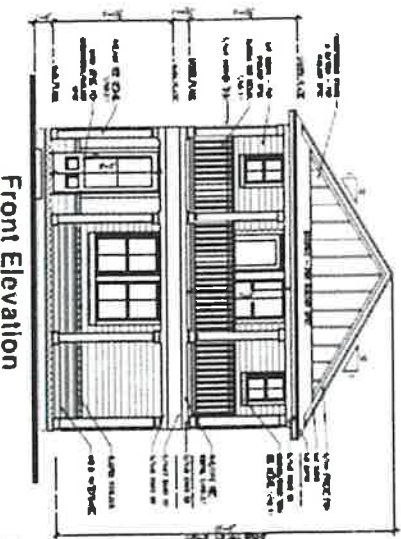


Rear Elevation
26-7358-03

Roof Plan
26-7358-04

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE. ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE. ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

NO.	DESCRIPTION	QTY	UNIT
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Front Elevation
26-7358-05

Elevation - K

CONSTRUCTION
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 ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.
 ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

GENERAL EXTERIOR
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 ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.
 ALL DIMENSIONS ARE TO FACE UNLESS INDICATED OTHERWISE.

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NO.	DESCRIPTION	QTY	UNIT
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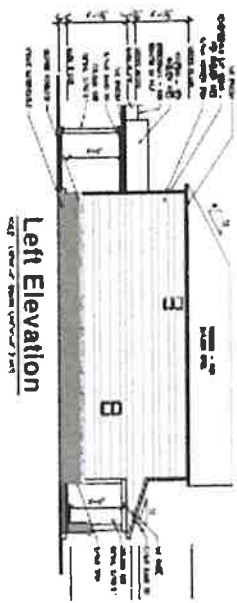
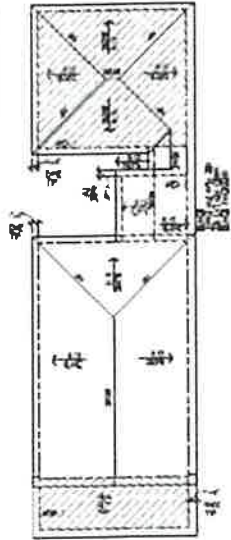
Barton Village North SE
 Branson -RH- One Story Hip Ga
 23' Bungalows - Detached
 Lebanon, Tn

A3.1.1K

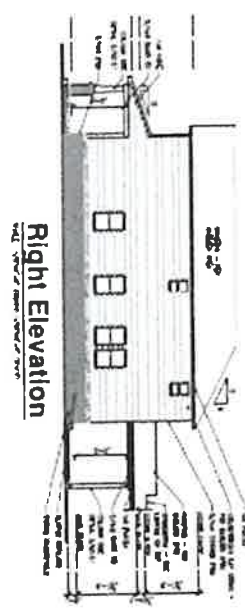
NOT TO SCALE
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
 ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT
 ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT

APPROVED MATERIALS	
ROOFING	Asph/Flt Shingles
WALLS	1/2" Drywall
FLOORING	1/2" Plywood
CEILING	1/2" Drywall
DOORS	6' x 2' x 1/2" Solid Core
WINDOWS	4' x 6' Double Hung
TRIM	1/2" x 4" Pine
PAINT	White Primer & Finish
INSULATION	R-19 Batt
FOUNDATION	4" Concrete
ROOF STRUCTURE	2x6 Joists
WALL STRUCTURE	2x4 Studs
FLOOR STRUCTURE	2x8 Joists
CEILING STRUCTURE	2x4 Rafters
DOOR THRESHOLD	1/2" x 4" Pine
WINDOW THRESHOLD	1/2" x 4" Pine
ROOF FLASHING	3" x 6" Galvalume
WALL FLASHING	3" x 6" Galvalume
FLOOR FLASHING	3" x 6" Galvalume
CEILING FLASHING	3" x 6" Galvalume
DOOR FLASHING	3" x 6" Galvalume
WINDOW FLASHING	3" x 6" Galvalume
ROOF GUTTER	6" Aluminum
WALL GUTTER	6" Aluminum
FLOOR GUTTER	6" Aluminum
CEILING GUTTER	6" Aluminum
DOOR GUTTER	6" Aluminum
WINDOW GUTTER	6" Aluminum

Roof Plan

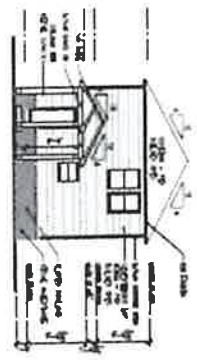


Left Elevation

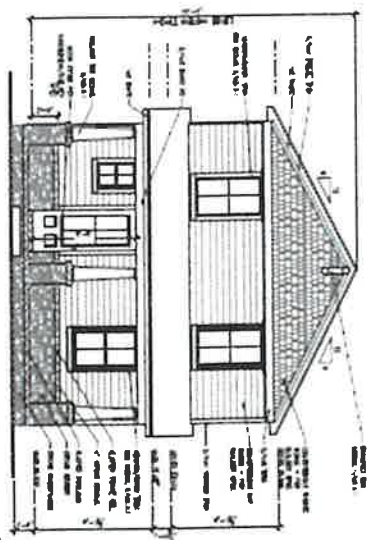


Right Elevation

Rear Elevation



Front Elevation



Elevation - H

APPROVED MATERIALS	Asph/Flt Shingles
WALLS	1/2" Drywall
FLOORING	1/2" Plywood
CEILING	1/2" Drywall
DOORS	6' x 2' x 1/2" Solid Core
WINDOWS	4' x 6' Double Hung
TRIM	1/2" x 4" Pine
PAINT	White Primer & Finish
INSULATION	R-19 Batt
FOUNDATION	4" Concrete
ROOF STRUCTURE	2x6 Joists
WALL STRUCTURE	2x4 Studs
FLOOR STRUCTURE	2x8 Joists
CEILING STRUCTURE	2x4 Rafters
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WINDOW THRESHOLD	1/2" x 4" Pine
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WALL FLASHING	3" x 6" Galvalume
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CEILING FLASHING	3" x 6" Galvalume
DOOR FLASHING	3" x 6" Galvalume
WINDOW FLASHING	3" x 6" Galvalume
ROOF GUTTER	6" Aluminum
WALL GUTTER	6" Aluminum
FLOOR GUTTER	6" Aluminum
CEILING GUTTER	6" Aluminum
DOOR GUTTER	6" Aluminum
WINDOW GUTTER	6" Aluminum

GENERAL EXTERIOR ELEVATION NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.
 3. ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.

CONSTRUCTION NOTES:
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 2. ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.
 3. ALL MATERIALS ARE TO BE APPROVED BY THE LOCAL HEALTH DEPARTMENT.

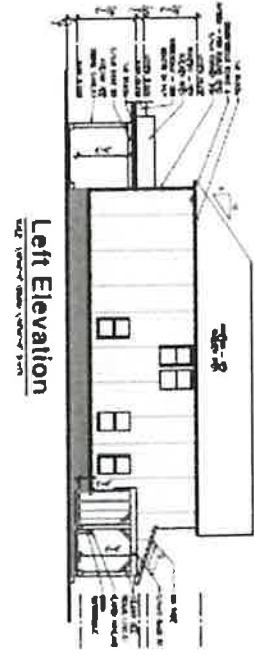
A3.1.1H

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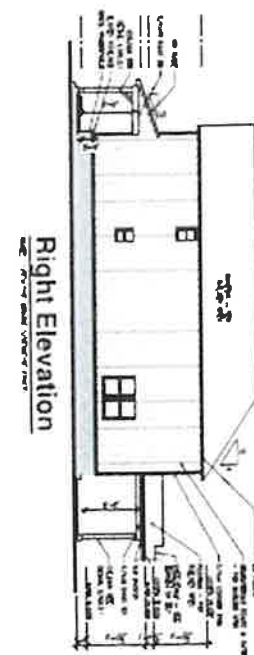


age North SE
 One Story Hip Ga.
 Detached

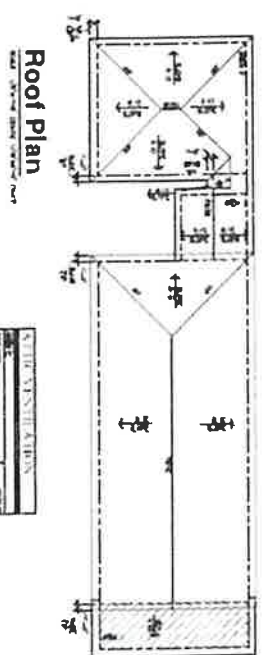
NOT TO SCALE. THIS PLAN IS FOR ILLUSTRATION PURPOSES ONLY. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.



Left Elevation
NOT TO SCALE



Right Elevation
NOT TO SCALE



Roof Plan
NOT TO SCALE



Rear Elevation
NOT TO SCALE



Front Elevation
NOT TO SCALE

Elevation - F

VENTILATION

Room	Area (sq. ft.)	Volume (cu. ft.)	Notes
Living Room	1200	36000	
Dining Room	1000	30000	
Kitchen	800	24000	
Bathroom	500	15000	
Bedroom	1000	30000	
Garage	1000	30000	
Front Porch	200	6000	
Rear Porch	100	3000	
Staircase	100	3000	
Attic	1000	30000	
Total	7300	219000	

CONSTRUCTION ASSOCIATES
ARCHITECTS
PLANNERS
INTERIORS

1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 Phone: (561) 533-1111
 Fax: (561) 533-1112
 Website: www.constructionassociates.com

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE BOOK (IRC) AND THE INTERNATIONAL BUILDING CODE (IBC).
 2. ALL MATERIALS SHALL BE NEW UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 4. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.
 5. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
 6. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.
 7. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

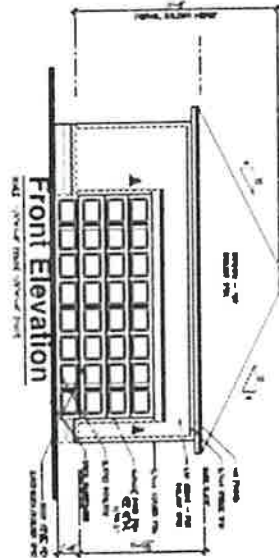
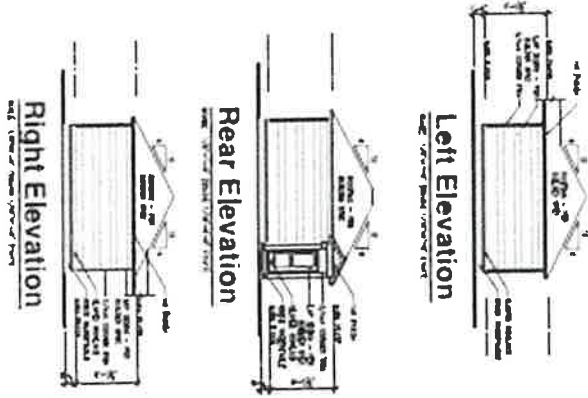
FINISH SCHEDULE:

Room	Finish
Living Room	Carpet
Dining Room	Carpet
Kitchen	Carpet
Bathroom	Tile
Bedroom	Carpet
Garage	Concrete
Front Porch	Concrete
Rear Porch	Concrete
Staircase	Carpet
Attic	None

Barton Village North SE
 Hastings-RH-One Story Hip Ga
 23' Bungalows - Detached
 Lebanon, Tn

A3.1.1F

NOT TO SCALE
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. SEE PLAN AND
 SECTION FOR FINISH ELEVATION. WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD
 AND PAINTED. FLOOR SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.



CONSTRUCTION
ASSUMPTIONS

- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. ALL WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.
- 3. ALL FLOORS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.
- 4. ALL ROOFS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.
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GENERAL NOTES

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- 10. ALL ROOFING SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.

GENERAL EXTENSION

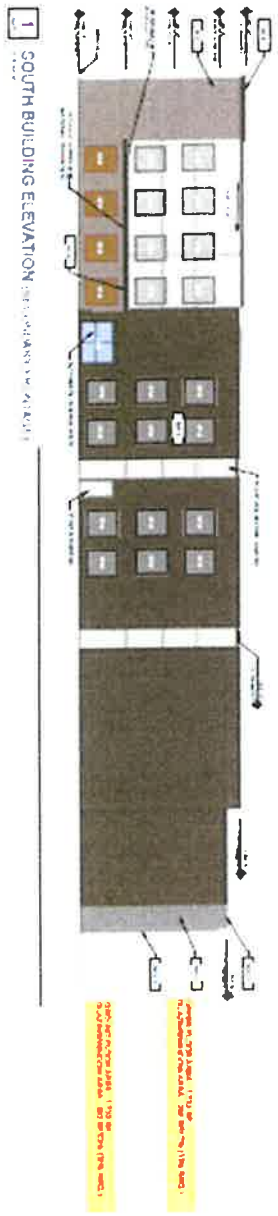
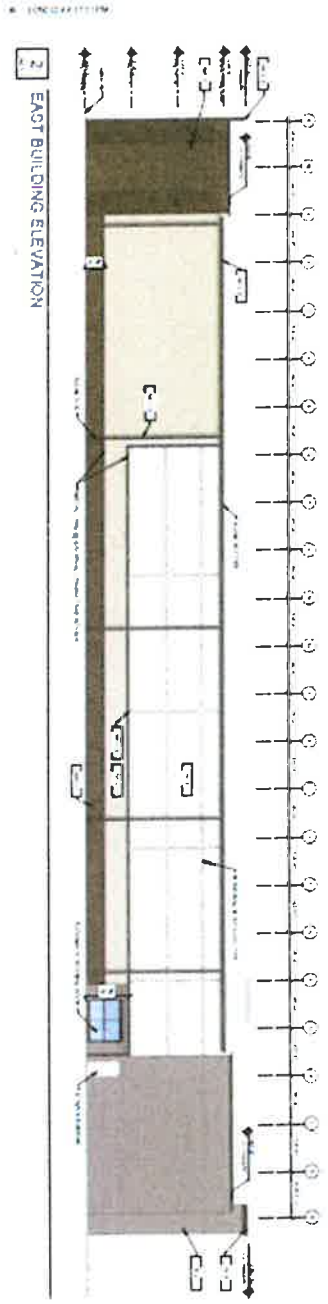
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. SEE PLAN AND SECTION FOR FINISH ELEVATION. WALLS SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT. FLOOR SHALL BE FINISHED WITH 1/2" GYPSUM BOARD AND PAINT.



REVISION	DATE	DESCRIPTION
1	10/1/20	ISSUED FOR PERMIT
2	10/1/20	ISSUED FOR PERMIT
3	10/1/20	ISSUED FOR PERMIT

Detached Garage

Barton Village North SE
Hastings-RH-One Story Hip Ga
 23' Bungalows - Detached
 Lebanon, TN



MATERIAL LEGEND

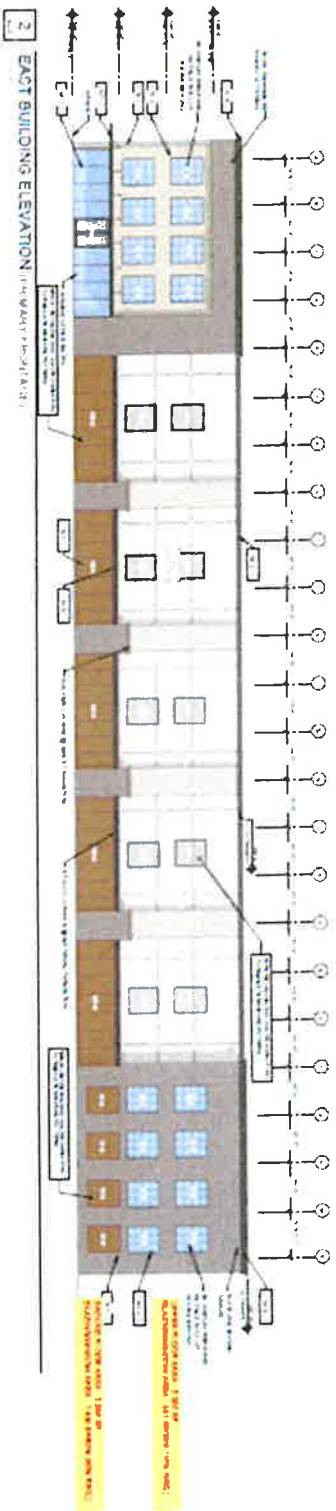
[Symbol]	1. Brick
[Symbol]	2. Metal Cladding
[Symbol]	3. Glass
[Symbol]	4. Concrete
[Symbol]	5. Wood
[Symbol]	6. Stone
[Symbol]	7. Paint
[Symbol]	8. Insulation
[Symbol]	9. Foundation
[Symbol]	10. Roofing

SECTION A2.1

SELF-STORAGE



4 - 10/25/2017 PM



MATERIAL LEGEND

[Color swatch]	1.00 Concrete	[Color swatch]	2.00 Brick
[Color swatch]	3.00 Stone	[Color swatch]	4.00 Glass
[Color swatch]	5.00 Metal	[Color swatch]	6.00 Wood
[Color swatch]	7.00 Paint	[Color swatch]	8.00 Other

A2.2

SLEF STORAGE



ZONING ORDINANCE 26-7359

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY AMENDING REGULATIONS WITHIN THE LEEVILLE PIKE COMMERCIAL SPECIFIC PLAN FOR ABOUT 5.47 ACRES AT 6050 LEEVILLE PIKE IN WARD 4

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

WHEREAS, a request was made by the property owner to amend regulations within the Leeville Pike Commercial Specific Plan for about 5.47 acres at 6050 Leeville Pike (Tax Map 79 Parcel 51.15); 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 the amendment to the Leeville Pike Commercial SP to the Mayor and City Council by a vote of 9-0 at the February 9, 2026 Special-Called Meeting.

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

Section 1. That regulations amended in the Leeville Pike Commercial Specific Plan for about 5.47 acres at 6050 Leeville Pike (Tax Map 79 Parcel 51.15) as follows, as part of the official City of Lebanon Zoning Ordinance (Exhibit A).

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 February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:









Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____.



Legend

-  Lebanon City Limit
-  City Street
-  County
-  Future-Proposed Street
-  Interstate
-  Private Street
-  Ramp
-  State Route

AERIAL

Leeville Pike Commercial Specific Plan
SP Amendment
6050 Leeville Pike



Exhibit A

Signage

- BUILDING WALL SIGNS, internally illuminated per code, shall have a maximum depth of 1 foot and a maximum area of 160 SF each. (Raceway or Remount Mount). The Number of wall signs on 4 exterior walls not to exceed 14.
- Wall signs shall not extend above roof eaves on a sloped roof or above the parapet on flat roofs.
- INTERSTATE WALL SIGNS, internally illuminated per code, shall have a maximum depth of 1 foot and a maximum area of 160 SF each. (Raceway or Remount Mount).
- The Number of INTERSTATE WALL SIGNS not to exceed 14.
- INTERSTATE WALL SIGNS must be consistent with those materials used on main building before mounting signs.
- Other signage not listed here shall follow the signage code in place at time of signage installation.

MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
6154446008
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 # 492029676
DATE 02/04/2026
DUE DATE 03/01/2026
TERMS Due on receipt

SALES REP
LP

PUBLICATION
WILSON

Legal Advertising:Legal Advertising
Legal Advertising 26-7359 SP
Ammend Leeville Pike WP 2-4

1

103.50

103.50

Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

BALANCE DUE

\$103.50

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

\$

103.50

PUBLIC NOTICE

In reference to Ordinance No. 26-7359, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed SP amendment approval for about 5.47 acres at 6050 Leeville Pike (Tax Map 79 Parcel 51.15) zoned Leeville Pike Commercial Specific Plan 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 Joshua Stahle at 444-3647 x2304. 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

02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page
The creditor received the copy of the notice less than sixty (60) days prior to the date that it was published as described in (1)(A) or (2) Twelve (12) months from the decedent's date of death.

BRANDON P. DRAGAN
PERSONAL REPRESENTATIVE
ESTATE OF CORDELL WILLIAMS
DECEASED

MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
BRANDON P. DRAGAN
ATTORNEY

Notice to Creditors
ESTATE OF PAUL DUANE HACKETT
CASE NO. 2025PR328

Notice is hereby given that on the 21st day of January, 2026, Letters Testamentary respect to the estate of Paul Duane Hackett deceased, who died 11/05/2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

Street Address: 1001 Lance Court, Mount Juba, TN 37122
Parcel Number: 0737 F 03800 000
Council Member: Rodney J. Taylor
Other Interested Party(ies): Bank of America NA, Wilmington Street Homeowners Association, Inc. and Soft Landing Co.

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR333
Notice is hereby given that on the 28th day of January, 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 20, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE OF SUBSTITUTE TRUSTEE'S PUBLIC AUCTION SALE
WHEREAS, Rodney J. Taylor executed a Deed to Trust to National Registered Agents, Inc., Trustee for the benefit of Montage Electric Registration Systems, Inc. (NERS) as beneficiary, as trustee for Spig, LLC, on November 17, 2023 and recorded on December 13, 2023 in Book 2298, Page 1422, as Instrument Number 2214458 in the Office of the Register of Wilson County, Tennessee.

given that the entire indebtedness has been declared due and payable as provided in said Deed of Trust by the Trustee, and that the appraiser for the undersigned, Multihabit Taylor Gray, LLC, Subordinate Trustee, by virtue of the power and authority vested in it, will sell the above described property for cash, the highest and best bidder for cash, the following described property situated in Wilson County, TN:

The following described property: Land in Wilson County, Tennessee, being Lot 536, Section K, Walloway Station, P.L.D., as shown on plat of subdivision in Plat Book 35, page 62, in the Register's Office, Wilson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Notice is hereby given that on the 28th day of January, 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 20, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR333
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CASE NO. 2025PR333
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Office: 404-746-7143
Fax: 404-746-8121
MTC File No.: 25-00394-02
NOTICE TO CREDITORS
ESTATE OF JAMES WALTON ALDRIDGE, JR. aka WALT ALDRIDGE
CASE NO. 2025PR6

Notice is hereby given that on the 28th day of January, 2026, Letters Testamentary with respect to the estate of JAMES WALTON ALDRIDGE aka WALT ALDRIDGE deceased, who died November 19, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR333
Notice is hereby given that on the 28th day of January, 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 20, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR333
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ESTATE OF CHARLES DENNIS NICHOLS, SR.
DECEASED
MILLIE SLOAN
CLERK AND MASTER
PROBATE CLERK
JONATHAN M. TINSLEY
ATTORNEY

Notice is hereby given that on the 28th day of January, 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 20, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

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ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR333
Notice is hereby given that on the 28th day of January, 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 20, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

Wilson County, Tennessee, the City of Waterman, Tennessee, the City of Lebanon, Tennessee, and the City of Lebanon, Tennessee, whose attorney is ROBERT RODOLLE, 100 North Castle Heights Avenue, Lebanon, Tennessee 37067, with any persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

description of the said property is of record in Book 88, at page 210, in the Register's Office of Wilson County, Tennessee. It further appearing to the Court that the Plaintiffs have made and are continuing to make a diligent effort to locate and give notice to all interested persons:

IT IS THEREFORE ORDERED, that service of process by publication is hereby ordered and the Defendants the heirs, devisees, successors and assigns of Sherry Lane, Madeline Lane, Mary Allen and David Gray and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 1-3-10, on the website known as www.fordandson.com for the same period.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rodolle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants the heirs, devisees, successors and assigns of Amanda Noelle Renee Smith and Emily Robinson (Plaintiffs) and all persons whom they claim any interest in and to that parcel of real property shown on the Official Tax Records of Wilson County, Tennessee, and being known as Parcel 25-04, as shown on Plat 3 of said parcel of record in Plat Book 3, at page 8 in the Register's Office of Wilson County, Tennessee.

NOTICE OF PUBLIC HEARING

A public hearing will be held before the Wilson County Planning Commission on Friday, February 20, 2026 at 10:00 a.m. in the County Commission room of the Wilson County Courthouse, 228 East Main Street Lebanon, Tennessee. Items for consideration: Application has been made by Matt Greer, Nashville Superspedway, to amend a portion of the Nashville Speedway Master Plan to add uses to allow year-round auto sales with limit to six (6) event days per calendar year. The property contains 518.06 acres being referenced as Wilson County Tax Map 141 Parcel 26.50. Several divisions of property and site plans will also be heard at this time. Meeting may be postponed if increment weather prevails and the Wilson County Courthouse is closed; you may view the full agenda online at www.wilsoncountynh.gov

PUBLIC NOTICE

In reference to Resolution No. 26-2818, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed plan of services approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

PUBLIC NOTICE

In reference to Ordinance No. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

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PUBLIC NOTICE

In reference to Ordinance No. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

PUBLIC NOTICE

In reference to Ordinance No. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

PUBLIC NOTICE

In reference to Resolution No. 25-2818, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed annexation approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

PUBLIC NOTICE

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. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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 Joshua Stahle at 444-3647 x2304. The public is welcome to attend.

PUBLIC NOTICE

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Continued on next page

RESOLUTION NO. 26-2818

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION AT 1544 RUTLEDGE LANE (TAX MAP 59 PARCEL 17.01) TO BE ADDED TO WARD 1

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

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

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Plan of Services to the Mayor and City Council by a vote of 9-0 at the February 9, 2026 Special Called Meeting.

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

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

March 17, 2026

1544 RUTLEDGE LANE

CITY OF LEBANON, TENNESSEE

The City of Lebanon, Tennessee, is pursuing the annexation of about 5.04 acres at 1544 Rutledge Lane as described in this report, along with a corresponding plan of services and zoning plan for the area. The area is inside the existing Urban Growth Boundary (UGB). This annexation is proposed to take place in 2026.

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

Introduction

Public Chapter 1101 (PC 1101), adopted as Tennessee law in 1998, required cities to work cooperatively with other local governments to determine an Urban Growth Boundary (UGB) in which annexations could occur. Lebanon can annex property within its UGB by ordinance.

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

The owners of the properties at 1544 Rutledge Lane have asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE

Planning Commission Application General Information & Signature Pages



Title of Project Annexation of the George & Elizabeth Johnson Property
 Street Location 1544 Rutledge Lane Lebanon, TN 37087
 Tax Map/Group Number 59 Parcel 17.01
 Total Acreage 5.04 +/-

Approval Requested:

- Residential Site Plan _____ No. of Units ¹
- Non-Residential Site Plan _____ Bldg Sq Ft ¹
- Mixed Use Development _____ No. of Units
and _____ Commercial/Industrial Bldg Sq Ft. ¹
- Final Subdivision _____ No. of Lots ^{1,2}
- Preliminary Subdivision _____ No. of Lots ²
- Rezoning, Acres/From _____ to _____
- Specific Plan District _____ Acres
- Annexation 5.04 Acres & Zoning to RD9
- Right of Way Abandonment _____ Acres
- Other _____

¹ Staff will determine if the Site Plan or Plat qualifies as a minor.
² Lot counts must include any open space/unbuildable lots on the plat. Open space/unbuildable lots are also subject to the per lot platting fee. See current fee schedule.

Owner/Developer:

Name Elizabeth Johnson
 Address 1544 Rutledge Lane Lebanon TN 37087
 Telephone 615 337 3297
 Email angie.johnson.cpa@gmail.com

Surveyor/Engineer

Name Dan Curry - Curry Surveying LLC
 Address 427 Park Avenue Lebanon TN 37087
 Telephone 615 444 6693
 Email dan@currysurvey.com

Information required for all applications

- All required information shall be submitted through the IDT Plans Portal

I hereby attest that I have provided a complete application and included all of the necessary attachments as required. I understand that if information is incomplete and/or otherwise not provided this application may be deferred until such time as the necessary information is provided.

Dan A. Curry
 Signature of Person Completing & Submitting this Application

Date Application Filed: 11/12/25 Date of Requested Planning Commission Meeting: 12/15/25
 200 North Castle Heights Avenue • Lebanon, TN 38087 • (615) 444-3647 • Fax (615) 444-1515

CITY OF LEBANON, TENNESSEE
Planning Commission Application
General Information & Signature Pages



Title of Project Annexation of the George & Elizabeth Johnson Property

TCA 134-304(a) states, in part, "The Commission shall approve or disapprove a plat within thirty (30) Days after submission of such plat. ..." By signing this application, the applicant (and owners, as applicable) acknowledge that items for consideration by the Planning Commission shall be considered submitted when all required information, a completed submittal application, and fee have been received by the City of Lebanon by noon (12:00 pm) on the fourth Wednesday of every month. The Planning Commission agenda will be finalized approximately two (2) weeks after the submittal deadline. You may call (615) 444-3647 to verify placement of an item on the agenda.

Failure by the applicant to address all the requirements of the City of Lebanon Zoning Ordinance and/or Subdivision Regulations may result in a deferral or denial of the proposed development by the Lebanon Planning Commission.

It is understood that approval of the proposed development is conditioned upon full compliance with all applicable regulations and ordinances of the City of Lebanon and conditions imposed by the applicable commissions of the City. In cases where the applicant is not the property owner, it is also hereby acknowledged by the property owner that he or she is in full agreement with the content of this application.



Signature of Applicant

X 

Signature of Owner (If different from applicant provide a copy of contract showing involved parties)

As the applicant or the applicant's agent, I understand that it is my sole responsibility to notify my client of the time, date and location of the Preliminary Planning Commission and Planning Commission meetings at which this application will be heard and to ensure that someone representing this item is in attendance at each of these meetings.

Special Notes: The City of Lebanon Planning Commission encourages Developers of any significant project to schedule a pre-submittal conference with the Planning Staff. This conference will include representatives from the Engineering Department and any other department as appropriate.

The Planning Commission also encourages Developers to host an informational meeting with the neighboring community prior to presentation of the project at the Planning Commission meeting
Has a meeting been held? _____ YES NO



Signature of Applicant or Applicant's Agent

The following information is requested to comply with Ordinance 07-3203

Title of Project Annexation of the George & Elizabeth Johnson Property



CITY OF LEBANON
PLANNING AND ZONING
INTEREST DISCLOSURE FORM

The undersigned does hereby warrant and affirm, to the best of his/her knowledge and belief, that no employee and/or public official of or for the City of Lebanon, Tennessee, or a member of such employee's or public official's immediate family, shall receive, or has received, any monetary or other consideration, directly or indirectly, either past or in the future, relative to the subject transaction or business for which application is being made.

YES
 NO

If "NO," please disclose in full detail any monetary or other consideration any employee and/or public official of or for the City of Lebanon, Tennessee, or a member of such employee's or public official's immediate family, shall receive, or has received, either directly or indirectly, including the source for such consideration

Daniel Curry

Applicant (Printed)

Applicant (Signed)

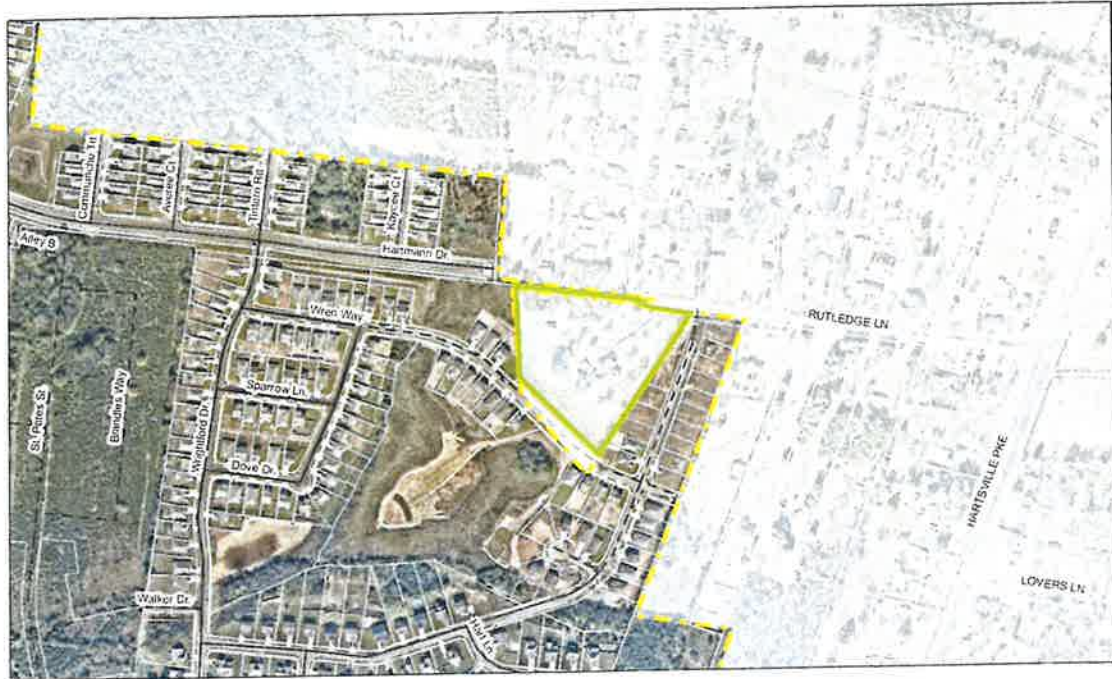
STATE OF TENNESSEE COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Dan Curry known to me to be the person who signed the foregoing instrument, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office this the 12th day of November 2025

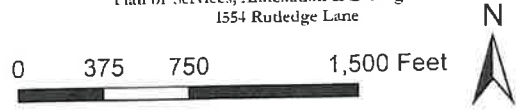
Rene Will
Notary Public

My Commission Expires: 6/3/29



- Legend**
- City Street
 - County
 - Future Proposed Road
 - Interstate
 - Private Street
 - Ramp
 - State Route
 - Lebanon City L.P.C.

AERIAL
Elizabeth Johnson Property
Plan of Services, Annexation & Zoning to RD9
1554 Rutledge Lane



All record references are found at the Register of Deeds of Wilson County.

Plan for Serving the Annexation Area

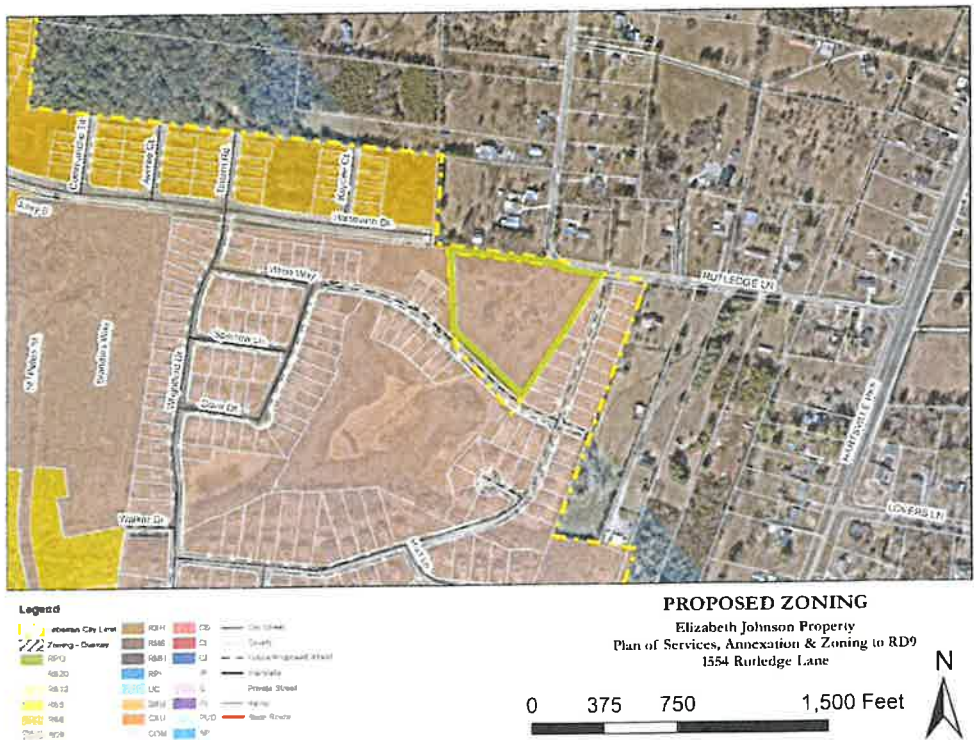
1. Police Protection
Patrolling, radio response to calls, and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.
2. Fire Protection
Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
3. Domestic Water, Sanitary Sewer Service, and Fire Hydrants
 - a. Domestic Water – These properties are served by Lebanon Water Department. Any required extensions will be at the cost of the owner/developer.
 - b. Sanitary Sewer – Property currently has septic system in place. This property can easily tie into City of Lebanon sewer at adjacent D.R. Horton development. Any necessary collection system upgrades and/or extension(s) of sewer infrastructure to service the proposed development are the responsibility of the owner/developer.
 - c. Fire Hydrants – If any new hydrants are needed the cost would be between **\$2500 and \$3000** each.
4. Electric Service and Street Lighting
There are existing Middle Tennessee Electric power lines in the area and the structures on this property are currently being served.
5. Public Works
 - a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City.
 - b. Sanitation – City sanitation services will be available at the time of annexation.
 - c. Street and Right-of-Way Repair and Maintenance – This annexation will include no of street right-of-way until a plan of development is presented.
 - d. The City and/or the County may require road improvements by the owner as this property develops.
6. Gas
This property is currently being served with City of Lebanon gas. Any extension would need to be coordinated with the City of Lebanon Gas Department.
7. Schools
Neither Wilson County Schools nor Lebanon Special Schools anticipate any noticeable effect from the annexation.
8. Inspection and Codes Enforcement

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

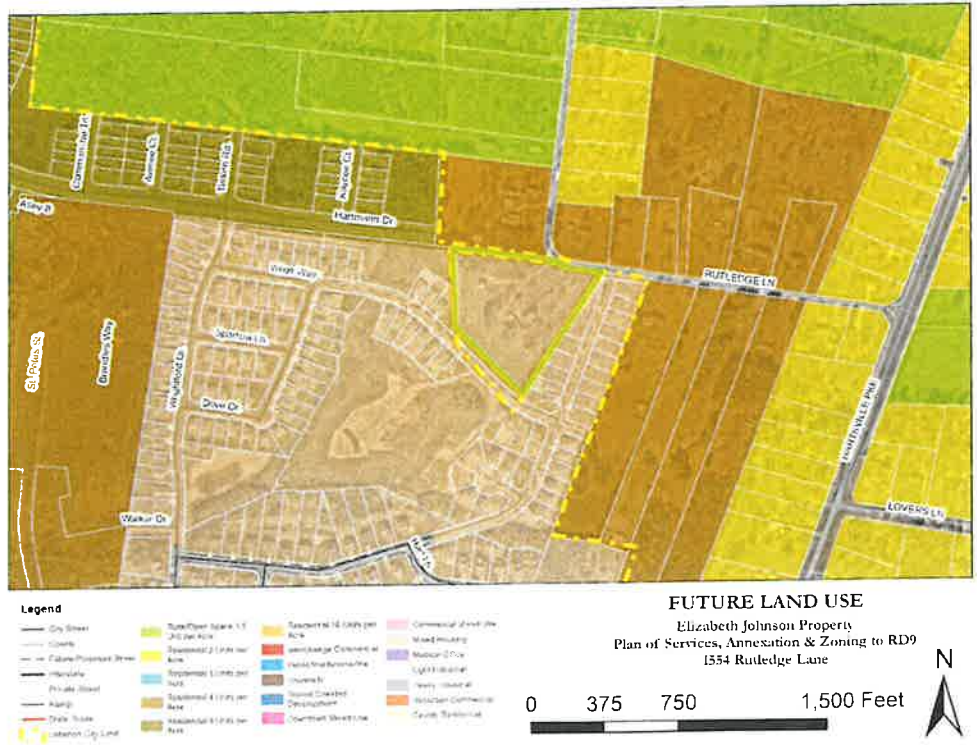
9. Planning and Zoning

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

- a. The requested zoning for the annexation is RD9 – Single Family and Duplex Residential District (approximately 5.04 acres)



- b. The current Future Land Use Plan classification for this area is RXH – Mixed Housing which supports this request.



10. Animal Shelter

The City operates a full-time animal control program including an animal shelter. The animal shelter is located on Park Drive. Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

11. Voting Rights and City Elections

- a. If an eligible voter’s permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.
- b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Revenue

The total appraised property value for the parcel in the annexation area is about \$534,400. This equals an assessed value of about \$133,600 for a residential property. The property tax generation from this property as a residential property in the City would be about \$915.83 per year. The estimate cost to serve this area is \$0.

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

26-2818

Notice of the Public Hearing was published in the Wilson Post on February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____

MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
6154446008
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 # 492029668
DATE 02/04/2026
DUE DATE 03/01/2026
TERMS Due on receipt

SALES REP
LP

PUBLICATION
WILSON

Legal Advertising:Legal Advertising
Legal Advertising 26-2818 POS
approval WP 2-4

1

94.88

94.88

Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

BALANCE DUE

\$94.88

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

\$

94.88

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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

02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page
If the creditor received the copy of the notice...

NOTICE TO CREDITORS
ESTATE OF PAUL DUANE HACKETT
CASE NO. 2025PR28
Notice is hereby given that on the 21st day of January 2026, Letters Testamentary...

NOTICE OF SUBSTITUTION
TRUSTEE'S FORECLOSURE SALE
WHEREAS, Rodney J. Taylor executed a Deed of Trust to National Registered Agency, Inc.,...

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR33
Notice is hereby given that on the 28th day of January 2026, Letters Testamentary...

NOTICE OF PUBLIC HEARING

A public hearing will be held before the Wilson County Planning Commission on Friday, February 20, 2026 at 10:00 a.m. in the County Commission room of the Wilson County Courthouse...

PUBLIC NOTICE

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PUBLIC NOTICE

In reference to Ordinance No. 26-7360, 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 March 3, 2026...

Office: 404-747-4149
Fax: 404-745-8121
NOTICE TO CREDITORS
ESTATE OF JAMES WALTON ALDRIDGE, JR.
CASE NO. 2025PR35
Notice is hereby given that on the 28 day of January 2026, Letters Testamentary...

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025PR33
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PUBLIC NOTICE

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ESTATE OF CHARLES DENNIS NICHOLS, SR.
DECEASED
MILLIE SLOAN CLERK AND MASTER PROBATE CLERK
JONATHAN M. TINSLEY ATTORNEY
Management Wilson Post
Date to run: 02/04/2026 02/11/2026

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON
WILSON COUNTY, TENNESSEE and the CITY OF WATERBURY, TENNESSEE and the CITY OF LEBANON, TENNESSEE and the CITY OF MT. JULIET, TENNESSEE
PLAINTIFFS
vs.
DELINQUENT TAXPAYERS, A tax proceeding as defined by TCA 67-5-292(a)(1)(D)
DEFENDANTS
YEAR NUMBER 2021 02025CV72
2022 0204CV65
2022 0205CV61
MAP-B (C) GROUP-C PARCEL: 21.00

ORDER OF PUBLICATION
It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiff, that grounds exist for obtaining service of process by publication upon the Defendants...

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In reference to Ordinance No. 26-7359, 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 March 3, 2026...

PUBLIC NOTICE

In reference to Ordinance No. 26-7357, 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 March 3, 2026...

Continued on next page

RESOLUTION NO. 26-2819

A RESOLUTION ANNEXING PROPERTY AT 1544 RUTLEDGE LANE (TAX MAP 59 PARCEL 17.01) TO BE ADDED TO WARD 1

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

WHEREAS, the owners will be responsible for extending any utilities at time of redevelopment; and

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Annexation to the Mayor and City Council by a vote of 9-0 at the February 9, 2026 Special Called Meeting.

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

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

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

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

Notice of the Public Hearing was published in the Wilson Post on February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

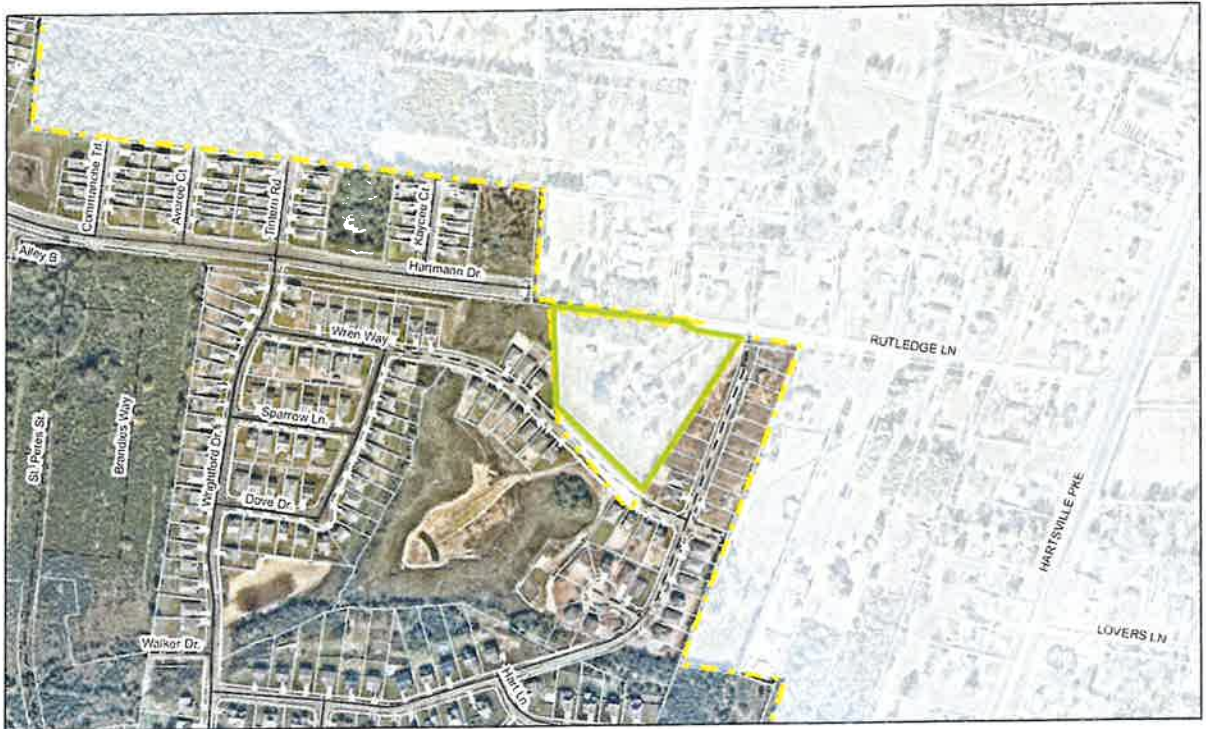
Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____.



Legend

- City Street
- County
- - - Future/Proposed Street
- Interstate
- Private Street
- Ramp
- State Route
- Leoban City Limit

AERIAL

Elizabeth Johnson Property
Plan of Services, Annexation & Zoning to RD9
1554 Rutledge Lane

0 375 750 1,500 Feet



MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
6154446008
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 # 492029669
DATE 02/04/2026
DUE DATE 03/01/2026
TERMS Due on receipt

SALES REP
LP

PUBLICATION
WILSON

Legal Advertising:Legal Advertising
Legal Advertising 26-2819
Annexation Rutledge WP 2-4

1

94.88

94.88

Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

BALANCE DUE

\$94.88

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

\$

94.88

PUBLIC NOTICE

In reference to Resolution No. 26-2819, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed annexation approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to be added to Ward 1. 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 Joshua Stahle at 444-3647 x2304. 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

02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



ORDINANCE 26-7360

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING ZONING APPROVAL OF ABOUT 5.04 ACRES AT 1544 RUTLEDGE LANE (TAX MAP 59 PARCEL 17.01) TO RD9 IN WARD 1

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 residential uses; and

WHEREAS, the requested Future Land Use designation for this property is RXH – Mixed Housing in the Future Land Use Plan; and

WHEREAS, the owner is asking for RD9 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 9-0 at the February 9, 2026 Special Called 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 RD9:

Approximately 5.04 acres at 1544 Rutledge Lane as shown on the attached map.

For reference, see Deed Book 422 Page 912 in the Register’s Office of Wilson County, Tennessee, Tax Map 59 Parcel 17.01, for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on February 4, 2026.

The Public Hearing was held at 5:55 PM in the City Council Chambers on March 3, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: March 3, 2026.

City Attorney

Passed second reading: _____.



Legend

	Lebanon City Limit		RMH		CS		City Street
	Zoning - Overlay		RM6		CI		County
	RPO		RMH		CF		Future/Proposed Street
	RS20		RPI		IF		InterState
	RS12		UC		IL		Private Street
	RS8		DXU		IH		Ramp
	RS6		CXU		PHD		State Route
	RS6		COM		SP		

ZONING

Elizabeth Johnson Property
Plan of Services, Annexation & Zoning to RD9
1554 Rutledge Lane

0 375 750 1,500 Feet



MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
6154446008
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MAIN STREET MEDIA
OF TENNESSEE

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

INVOICE # 492029678
DATE 02/04/2026
DUE DATE 03/01/2026
TERMS Due on receipt

SALES REP
LP

PUBLICATION
WILSON

Legal Advertising:Legal Advertising
Legal Advertising 26-7360
Approval Rutledge acres WP 2-4

1

103.50

103.50

Main Street Media of Tennessee is the publisher of the Chronicle of Mt. Juliet, Cheatham County Exchange, Dickson Post, Gallatin News, Hendersonville Standard, Hickman County Times, Houston County Herald, Lawrence County Advocate, Main Street Clarksville, Main Street Maury, Main Street Nashville, Main Street Preps, Murfreesboro Post, Pulaski Citizen, Portland Sun, Robertson County Connection, Titan Insider and Wilson Post.

BALANCE DUE

\$103.50

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

\$

103.50

PUBLIC NOTICE

In reference to Ordinance No. 26-7360, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to RD9 in Ward 1. 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 Joshua Stahle at 444-3647 x2304. 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.

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County of Wilson

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02-04-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

01-28-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page
The creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1)(A) or (2) Twelve (12) months from the decedent's date of death.

NOTICE TO CREDITORS
ESTATE OF PAUL DUANE HACKETT
CASE NO. 2025P028
Notice is hereby given that on the 21st day of January, 2026, Letters Testamentary were issued to the estate of Paul Duane Hackett deceased, who died 12/05/2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

THIS is the 21st day of January 2026
DANIEL HACKETT
PERSONAL REPRESENTATIVE
ESTATE OF PAUL DUANE HACKETT
DECEASED

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE
WHEREAS, Rodney J. Taylor executed a Deed of Trust to National Registered Agency, Inc., trustee for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as beneficiary, as nominee for Spring Hill, LLC, on November 17, 2023 and recorded on December 15, 2023 in Book 2285, Page 1222, as Instrument Number 22314508 in the Office of the Registrar of Wilson County, Tennessee.

Office 404-747-4161
Fax: 404-745-7429
MTG File No.: 20250394-02
NOTICE TO CREDITORS
ESTATE OF JAMES WALTON ALDRIDGE, JR.
CASE NO. 2025P039
Notice is hereby given that on the 26th day of January 2026, Letters Testamentary with respect to the estate of JAMES WALTON ALDRIDGE, JR. was issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE TO CREDITORS
ESTATE OF CHARLES DENNIS NICHOLS, SR.
CASE NO. 2025P033
Notice is hereby given that on the 26th day of January 2026, Letters of Administration with respect to the estate of CHARLES DENNIS NICHOLS, SR. deceased, who died November 23, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee.

NOTICE OF PUBLIC HEARING
A public hearing will be held before the Wilson County Planning Commission on Friday, February 20, 2026 at 10:00 a.m. in the County Commission room of the Wilson County Courthouse, 228 East Main Street Lebanon, Tennessee. Items for consideration: Application has been made by Matt Greco, Nashville Superspeedway, to amend a portion of the Nashville Speedway Master Plan to add uses to allow year-round auto sales with limit to six (6) event days per calendar year. The property contains 518.06 acres being referenced as Wilson County Tax Map 141. Parcel 26.00. Several divisions of property and site plans will also be heard at this time.

Office 404-747-4161
Fax: 404-745-7429
MTG File No.: 20250394-02
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ESTATE OF CHARLES DENNIS NICHOLS, SR.
DECEASED
MILIE SLOAN
CLERK AND MASTER
PROBATE CLERK
JONATHAN M. TINSLEY
ATTORNEY
Newspaper: Wilson Post
Date to run: 02/04/2026 02/11/2026

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON
WILSON COUNTY, TENNESSEE and the CITY OF WATERLOO, TENNESSEE and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS
vs.
DELINQUENT TAXPAYERS, A tax proceeding as defined by TCA 67-5-252(a)(1)(D)
DEFENDANTS
YEAR NUMBER: 2021
MAP: 23
GROUP: C
PARCEL: 21.00
Description: 411 Hiramwood Dr.
Accession Owner(s): Amanda Nicole Reese Smith
ORDER OF PUBLICATION

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WILSON COUNTY, TENNESSEE, the City of Waterloo, Tennessee, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, whose attorney is ROBERT ROCHELLE, 109 North Castle Heights Avenue, Lebanon, Tennessee 37087, written duty

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON
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PUBLIC NOTICE
In reference to Resolution No. 26-2818, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed plan of services approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) near Ward 1. 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.

PUBLIC NOTICE
In reference to Ordinance No. 26-7360, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 5.04 acres at 1544 Rutledge Lane (Tax Map 59 Parcel 17.01) to RD9 in Ward 1. 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.

PUBLIC NOTICE
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PUBLIC NOTICE
In reference to Ordinance No. 26-7359, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed 5P amendment approval for about 5.47 acres at 6050 Leeville Pike (Tax Map 79 Parcel 51.15) zoned Leeville Pike Commercial Specific Plan 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.

PUBLIC NOTICE
In reference to Ordinance No. 26-7357, 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 March 3, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed South Hartmann Overlay amendment approval for about 7.92 acres at 541 Bartons Creek Road (Tax Map 81 Parcel 122) from AC-SFD & WU-SFAD to WU-SFAD & WLU-TCA/TCR in Ward 3. 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.

Continued on next page

ORDINANCE NO. 26-7377

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE A BUDGET AMENDMENT FOR THE SEWER COLLECTIONS
DEPARTMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Sewer Collections Department to cover overtime for the remainder of the fiscal year; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Sewer Collections

From: 41190001-79010	Retained Earnings	\$30,000.00
To: 41152214-71120	Overtime	\$30,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 26-7378

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE A BUDGET AMENDMENT FOR THE WATER DISTRIBUTION
DEPARTMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Water Distribution Department to cover overtime for the remainder of the fiscal year; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Water Distribution

From: 41190001-79010 Retained Earnings \$20,000.00

To: 41152114-71120 Overtime \$20,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Water Distribution

RCVD FEB 25 2026


TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41190001-79010	Retained Earnings	\$ 20,000.00	
Total		\$ 20,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41152114-71120	Overtime		\$ 20,000.00
Total			\$ 20,000.00

REQUESTED BY Pairos Karsentz

DEPARTMENT HEAD 

FINANCE DIRECTOR Lindsay Wolfenbarger

MAYOR _____

DATE 2-24-2026

DATE 2/25/2026

DATE 2/27/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
TO COVER EXPENDITURES FOR THE REMAINING BUDGET YEAR

ORDINANCE NO. 26-7379

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE BUDGET AMENDMENTS FOR GENERAL MAINTENANCE**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the General Maintenance Department to cover expenses for the remainder of the fiscal year; and

WHEREAS, the required budget amendments are 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: General Maintenance

From: 11090000-79000	Budget Fund Balance	\$13,000.00
To: 11041840-72500	Medical & Vet	\$500.00
11041840-72610	Maintenance Vehicles	\$10,000.00
11041840-73320	Motor Vehicle Parts	\$2,500.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT General Maintenance

RCVD MAR 3 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 13,000.00	
Total		\$ 13,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041840-72500	Medical & Vet		\$ 500.00
11041840-72610	Maintenance Vehicles		\$ 10,000.00
11041840-73320	Motor Vehicle Parts		\$ 2,500.00
Total			\$ 13,000.00

REQUESTED BY Lee Clark

DEPARTMENT HEAD Lee Clark

FINANCE DIRECTOR Lindsay Wolfenbarger

MAYOR _____

DATE 3/3/26

DATE 3/3/26

DATE 3/3/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To cover expenses for the remainder of the budget year.

ORDINANCE NO. 26-7380

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

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Street Department to cover overtime due to snow and ice removal during Winter Storm Fern; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Street		
From: 11090000-79000	Budget Fund Balance	\$34,000.00
To: 11043110-71120	Overtime	\$34,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 26-7381

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE BUDGET AMENDMENTS FOR THE GARAGE**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the Garage to cover expenses for the remainder of the fiscal year; and

WHEREAS, the required budget amendments are 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Garage			
From: 11090000-79000	Budget Fund Balance		\$16,500.00
To: 11043170-71120	Overtime		\$8,000.00
11043170-73100	Office Supplies		\$500.00
11043170-73320	Motor Vehicle Parts		\$8,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Garage

RCVD MAR 3 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 16,500.00	
Total		\$ 16,500.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043170-71120	Overtime		\$ 8,000.00
11043170-73100	Office Supplies		\$ 500.00
11043170-73320	Motor Vehicle Parts		\$ 8,000.00
Total			\$ 16,500.00

REQUESTED BY Lee Clark

DEPARTMENT HEAD Lee Clark

FINANCE DIRECTOR Kindsay Wolfenbarger

MAYOR _____

DATE 3/3/26

DATE 3/3/26

DATE 3/3/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To cover expenses for the remainder of the budget year.

ORDINANCE NO. 26-7382

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE AND ADOPT MODIFICATIONS TO CERTAIN FEES FOR THE
FIRE MARSHAL'S OFFICE AND TO AMEND THE RELATIVE SECTIONS OF THE
LEBANON MUNICIPAL CODE**

WHEREAS, the City of Lebanon desires to establish a fair and equitable fee schedule for the Fire Marshal's Office for plan reviews, inspections, and related services to better align with the cost of services provided; and

WHEREAS, the Fire Marshal has recommended revising the current fee schedule to ensure adequate cost recovery and efficient departmental operation; and

WHEREAS, the City Council finds it in the public interest to adopt the revised Fire Fee Schedule, attached hereto as Exhibit A and incorporated by reference as if appearing verbatim herein.

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

Section 1. That the Fire Fee Schedule attached hereto by reference as if appearing verbatim herein as Exhibit A, is hereby approved.

Section 2. That the Lebanon Municipal Code Title 7 and all other relevant sections referencing the fire permit and fire inspection fees are hereby amended to state that fees for inspections, permits, and services under these chapters shall be as set forth in Exhibit A, attached hereto by reference as if appearing verbatim herein.

Section 3. Any ordinances, resolutions, or fee schedules in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That the Fire Fee Schedule attached hereto by reference as if appearing verbatim herein as Exhibit A shall become effective immediately upon its passage.

Section 5. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Ord. No. 26-7382
Page 2

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 26-XXXX

AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO APPROVE AND ADOPT MODIFICATIONS TO CERTAIN FEES FOR FIRE MARSHAL'S OFFICE

WHEREAS, the City of Lebanon desires to establish a fair and equitable fee schedule for Fire Marshal's office, plan reviews, and related services to better align with the cost of services provided; and

WHEREAS, Fire Marshal has recommended revising the current fee schedule to ensure adequate cost recovery and efficient departmental operation; and

WHEREAS, the City Council finds it in the public interest to adopt the revised fee schedule attached hereto as Exhibit A.

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

Section 1. Lebanon Municipal Code Title 7 and all other relevant sections referencing fire permit and fire inspection fees are hereby amended to state that fees for permits and services under these chapters shall be as set forth in Exhibit A attached hereto and incorporated by reference.

Section 2. Any ordinances, resolutions, or fee schedules in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. The revised fee schedule attached as Exhibit A shall become effective immediately upon passage.

Section 4. This Ordinance shall take effect immediately upon its passage, the public welfare requiring it.

ORDINANCE NO. 26-7383

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE BUDGET AMENDMENTS FOR THE POLICE DEPARTMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the Police Department to cover expenses for the remainder of the fiscal year; and

WHEREAS, the required budget amendments are 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Police			
From:	11090000-79000	Budget Fund Balance	\$480,000.00
To:	11042100-71120	Overtime	\$400,000.00
	11042100-72610	Maintenance Vehicles	\$20,000.00
	11042100-73320	Motor Vehicle Parts	\$60,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Police

RCVD MAR 5 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Fund balance	\$ 480,000.00	
	Total	\$ 480,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042100-71120	Overtime		\$ 400,000.00
11042100-72610	Maintenance Vehicles		\$ 20,000.00
11042100-73320	Motor Vehicle parts		\$ 60,000.00
	Total		\$ 480,000.00

REQUESTED BY William Glover

DATE 2/26/2026

DEPARTMENT HEAD Mike Justice, Chief of Police

DATE 2/26/2026

FINANCE DIRECTOR Lindsey Wolfenbarger

DATE 3/5/26

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To transfer out of Fund balance for overtime and maint veh (after the fact) motor vehicle parts
(before the fact)

ORDINANCE NO. 26-7384

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE BUDGET AMENDMENTS FOR THE WASTEWATER
TREATMENT PLANT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, budget amendments are now necessary for the Wastewater Treatment Plant to cover overtime for the remainder of the fiscal year; and

WHEREAS, the required budget amendments are 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: WWTP			
From:	41152213-71150	Part-time Salaries	\$5,459.08
	41152213-72930	FOG Contractual	\$10,000.00
To:	41152213-71120	Overtime	\$15,459.08

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT WWTP

RCVD MAR 4 2026


TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41152213-71150	PART-TIME SALARIES	\$ 5,459.08	
41152213-729320	FOG CONTRACTUAL	\$ 10,000.00	
Total		\$ 15,459.08	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
41152213-71120	OVERTIME		\$ 15,459.08
Total			\$ 15,459.08

REQUESTED BY Jeremiah Exum

DEPARTMENT HEAD 

FINANCE DIRECTOR Lindsay Wolfenbarger

MAYOR _____

DATE 3/2/2026

DATE 3/4/2026

DATE 3/4/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
Balancing budget

ORDINANCE NO. 26-7386

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE AIRPORT TO ROLL OVER
FUNDS FOR RUNWAY IMPROVEMENTS**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Airport to move funds that were encumbered in the previous fiscal year for runway improvements; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Airport			
From:	31590000-79000	Budget Fund Balance	\$245,245.34
To:	31552557-79300	Runway Improvements	\$245,245.34

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

Attest: _____ Approved: _____
Finance Director Mayor

Approved as to form:

City Attorney
Passed first reading: _____
Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Airport

RCVD MAR 5 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31590000-79000	Budget Fund Balance	\$ 245,245.34	
Total		\$ 245,245.34	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31552557-79300	Runway Improvements		\$ 245,245.34
Total			\$ 245,245.34

REQUESTED BY PT BALSWIN

DEPARTMENT HEAD Lee Clark

FINANCE DIRECTOR Lindsey Wolfenbarger

MAYOR _____

DATE 3/5/26

DATE 3/5/26

DATE 3/5/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

Funds needed from previous year's budget - carry-over budget remaining from FY 24-25

ORDINANCE NO. 26-7387

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE AIRPORT TO COMBINE
FUNDS FOR THE NORTH TERMINAL APRON AND SE DEVELOPMENT PROJECT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Airport to combine funds for the North Terminal Apron and SE Development Project which is all one project; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Airport Capital

From: 31552524-79300 Improvements \$900,000.00

To: 31552525-79300 Improvements \$900,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT AIRPORT CAPITAL

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31552524-79300	IMPROVEMENTS	\$ 900,000.00	
Total		\$ 900,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
31552525-79300	IMPROVEMENTS		\$ 900,000.00
Total			\$ 900,000.00

REQUESTED BY R.T. BALDWIN

DATE 3/6/2025

DEPARTMENT HEAD Lindsey Wolfenbarger

DATE 3/6/25

FINANCE DIRECTOR Lindsey Wolfenbarger

DATE 3/6/25

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

TO COMBINE FUNDS FOR THE NORTH TERMINAL APRON AND SE DEVELOPMENT PROJECT, WHICH IS ALL ONE PROJECT

ORDINANCE NO. 26-7388

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE A BUDGET AMENDMENT FOR THE EMERGENCY
SERVICES UNIT**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary for the Emergency Services Unit to cover overtime for the remainder of the fiscal year; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: ESU			
From: 11090000-79000	Budget Fund Balance		\$40,000.00
To: 11042000-71120	Overtime		\$40,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**OF LEBANON ACCTG. DEPT.
 BUDGET AMENDMENT FORM
 FY 2025-2026**

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

RCVD MAR 6 2026

DEPARTMENT ESU

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 40,000.00	
	Total	\$ 40,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11042000-71120	OVERTIME		\$ 40,000.00
	Total		\$ 40,000.00

REQUESTED BY _____
DEPARTMENT HEAD *[Signature]*
FINANCE DIRECTOR *Lindsay Wolfenbarger*
MAYOR _____

DATE _____
DATE 3-6-26
DATE 3-6-26
DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
COVER EXPENSES FOR THE REMAINDER OF THE FISCAL YEAR

ORDINANCE NO. 26-7390

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE PURCHASE OF PROPERTY AT 1225 AND UNADDRESSED
CANAL STREET, TAX MAP 58M, PARCELS 34.00 & 35.00**

WHEREAS, Article II, Section 1 (11) of the City of Lebanon Charter requires an ordinance for the acquisition of real property: and

WHEREAS, the city wishes to purchase the property Tax Map 58M, Parcels 34.00 & 35.00 for the purpose of consolidating ownership of the site commonly known as the TRW property; and

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

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

Section 1. The purchase of the property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, as detailed on Deed Book 173, Page 183 and Deed Book 249, Page 316, attached hereto by reference as though appearing verbatim herein, for One Million, Six Hundred Thousand Dollars, and 00 cents (\$1,600,000.00) is hereby approved. The Mayor and the Finance Director are hereby authorized to execute all necessary documents related to such purchase.

Section 2. The Mayor and the Finance Director are hereby authorized to amend the City of Lebanon 2025 - 2026 fiscal year budget as follows for the purchase of real property and associated closing costs as follows:

Department: Public Works

From: 11090000-79000 Budget Fund Balance \$1,700,000.00

To: 11041610-79200 Contractual Services \$1,700,000.00

Section 3. The City Attorney is hereby authorized to engage an attorney for the closing process of purchasing such property.

Section 4. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Attest:

Approved:

Director of Finance

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 26-_____

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON TO AUTHORIZE THE
PURCHASE OF PROPERTY AT 1225 AND UNADDRESSED CANAL STREET,
TAX MAP 58M, PARCELS 34.00 & 35.00**

WHEREAS, Article II, Section 1 (11) of the City of Lebanon Charter requires an ordinance for the acquisition of real property: and

WHEREAS, the city wishes to purchase the property Tax Map 58M, Parcels 34.00 & 35.00 for the purpose of consolidating ownership of the site commonly known as the TRW property; and

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

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

Section 1. The purchase of the property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, as detailed on Deed Book 173, Page 183 and Deed Book 249, Page 316, attached hereto by reference as though appearing verbatim herein, for One Million, Six Hundred Thousand Dollars, and 00 cents is hereby approved. The Mayor and the Finance Director are hereby authorized to execute all necessary documents related to such purchase.

Section 2. The Mayor and the Finance Director are hereby authorized to amend the City of Lebanon 2025 - 2026 fiscal year budget as follows for the purchase of real property and associated closing costs as follows:

Department: Public Works

From: 11090000-79000	Budget Fund Balance	\$1,700,000.00
To: 11041610-79200	Contractual Services	\$1,700,000.00

Section 3. The City Attorney is hereby authorized to engage an attorney for the closing process of purchasing such property.

Section 4. This ordinance shall take effect immediately upon its passage, the public welfare requiring the same.

Ordinance No. 26-_____

Page 2

Attest:

Approved:

Director of Finance

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand (\$85,000.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, we, Dallas Floyd, J. D. Floyd, and Billy Baxter, as equal partners and as equal tenants in common, have this day bargained and sold, and do by these presents transfer and convey unto TRW, Inc., a corporation duly organized and existing under the laws of the State of Ohio, with principal offices at 23555 Euclid Avenue, Cleveland, Ohio 44117, its successors or assigns, the following described property, situate and lying in the 10th Civil District of Wilson County, Tennessee, to-wit:

A certain tract or parcel of land, together with all of the improvements thereon, located in the Municipal Industrial Subdivision in Lebanon, Tennessee, and which is bounded on the North by Johnston and Brooks, East by other lands of the Industrial Subdivision, South by Canal Street, and West by property of the State of Tennessee, and being more particularly described as follows:

Beginning on the north margin of Canal Street on an iron pipe at the southeast corner of the land of the State of Tennessee, and running along said margin of Canal Street, north 82° 22' east 165.5 feet to a stake; thence north 7° 38' west 306 feet to a stake in the fence on the south line of Johnston and Brooks; thence with the fence north 82° 32' west 171.7 feet to a concrete marker at the northeast corner of the State of Tennessee property; thence with the State's east boundary south 7° 38' east 351.7 feet to the point of beginning. (This description is taken from the deed to the within named grantors, there being no other survey available and no plat of this particular property being available.)

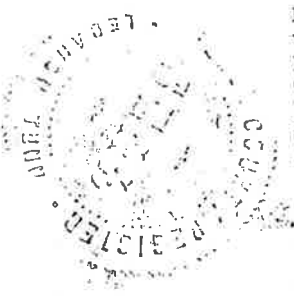
Being the same property which was conveyed to Dallas Floyd, J. D. Floyd and Billy Baxter, by the City of Lebanon, Tennessee, by deed dated October 27, 1958, which is shown recorded in Deed Book 151, Page 54, in the Register's Office for Wilson County, Tennessee.

I, or we, hereby swear or affirm that the actual consideration for this transfer of value of the property transferred, whichever is greater is \$85,000.00, which amount is just to or greater than the amount which the property itself would command at a fair voluntary sale.

[Handwritten signature]
Affiant

Subscribed and sworn to before me this 7th day of June 1973

[Handwritten signature]



TO HAVE AND TO HOLD the above described property unto TRW, Inc., a corporation duly organized and existing under the laws of the State of Ohio, its successors or assigns, forever in fee simple.

WE COVENANT that we are lawfully seized and possessed of said property; that we have a good and lawful right to transfer and convey the same; that the same is free, clear, and unencumbered; and that we will forever warrant and defend the title thereto against the lawful claims and demands of all persons, whomsoever.

WITNESS our signatures hereto on this the 1st day of June, 1973.

Dallas Floyd
DALLAS FLOYD

J. D. Floyd
J. D. FLOYD

Billy Baxter
BILLY BAXTER

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid County and State, the within named Dallas Floyd and Billy Baxter, with each of whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 22nd day of May, 1973.

Binda V. Cato
NOTARY PUBLIC

My commission expires:



Sept. 8, 1974

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF Wilson

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid County and State, the within named J. D. Floyd, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 1st day of June, 1973.



James B. Butler
NOTARY PUBLIC

State Tax \$ 221.00
Fee \$.50
Recording Fee \$ 16.00
Total \$ 227.50
Recpt. No. \$ _____
MARGIE L. TRICE
REGISTER OF DEEDS
WILSON CO. TENN.

Filed for record July 7, 1973
at 10:25 o'clock AM.

Noted in Note Book 17 Page # 353

Recorded in Deed Book # 246 Page # 316

in the Register's Office, for

Wilson County, Tennessee.

On this 7 day of July 1973

Margie L. Trice Register

E. J. McElak Dep. Reg.

CITY OF LEBANON

TO DEED

TRW, INC.

DEED

WHEREAS, THE City of Lebanon, Tennessee and Commerce Union Bank, Nashville, Tennessee, as Trustee, entered into an agreement known as Indenture of Mortgage or Deed of Trust, dated February 15, 1961, recorded in Trust Deed Book 185, Page 161, ROWC, Tennessee, and also, the City of Lebanon, and Ross Gear and Tool Company, Inc., entered into an Industrial building lease as of the same date, same being of record in Trust Deed Book 185, Page 138, ROWC, Tennessee, and

WHEREAS, since the execution of said instruments, TRW, Inc. has succeeded to and assumed all benefits and obligations as a result of said instruments replacing Ross Gear and Tool Company, Inc., and

WHEREAS, the said instruments granted unto Ross Gear and Tool Company, Inc., the right, option and privilege of purchasing under certain terms and conditions land described in said instruments not to exceed ten (10) acres during the initial term of the lease and indenture, and

WHEREAS, TRW, inc., as successor to Ross Gear and Tool Company, Inc., now desires to exercise said option and privilege by purchasing the property hereinafter described, at the stated consideration of One Thousand (\$1,000.00) Dollars per acre;

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Nine Thousand Seven Hundred Ninety & 00/100 (\$9,790.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, the City of Lebanon, Tennessee, a municipal corporation, chartered, organized and existing under the laws of the State of Tennessee, has this day bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto TRW, Inc., its successors or assigns, a corporation, chartered, organized, and existing under the laws of the State of Ohio, domesticated and licensed to do business in the State of Tennessee, the following described tract or parcel of land, to-wit:

Situate and lying in what is known as the Industrial Subdivision to Lebanon, in the 10th Civil District of Wilson County, Tennessee, and more particularly and fully described as follows: Starting at the intersection of Floyd and Baxter North-east property corner, Brooks and Johnson common property line and Ross Gear and Tool Company North-west property corner, this point being the point of beginning; thence running on Ross Gear and Tool Company North property line having a bearing of South 82° 38' East, a distance of 480.90 feet to a point; thence turning and running on a line having a bearing of South 7° 38' East, a distance of 875.54 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 442.42 feet to a point; thence turning and running on a line having a bearing of South 7° 38' West, a distance of 400.00 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 16.83 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West, a distance of 490.0 feet to a point, this point being the point of beginning containing 9.79 acres, more or less. Being a part of the property conveyed to the City of Lebanon by a deed from Jim Horn Hankins et ux, dated January 5, 1957, of record in Deed Book 146, Page 233, ROWC, Tennessee.

TO HAVE AND TO HOLD unto the said TRW, Inc., its successors or assigns, forever. City of Lebanon, Tennessee, covenants that it is lawfully seized and possessed of the

land herein conveyed, that same is free, clear and unencumbered, except for the trust indenture or deed of trust, and industrial building lease, hereinbefore mentioned, and that it will forever warrant and defend the title to said property unto grantee against the lawful claims of all persons, whomsoever.

This conveyance is made under the terms and conditions of the trust indenture or deed of trust dated February 15, 1961, recorded in Trust Deed Book 185, Page 161, RCWC, Tennessee set forth in Article VII, Section Paragraph 7.01, of said trust indenture or deed of trust, and also under the terms and conditions set forth in the Industrial Building Lease, executed as of the same date, Section 17, thereof, wherein it is provided that the City of Lebanon pay unto Commerce Union Bank, as Trustee, the purchase price received for said land, and the City of Lebanon does hereby assign, transfer and set over unto said Commerce Union Bank, Trustee, the consideration herein stated for the purposes set forth in said trust indenture and industrial building lease.

Possession of the land herein described is given with delivery of deed with the grantee assuming the payment of all taxes assessed against said land from and after the date of this instrument.

This April 27th, 1966.

CITY OF LEBANON

By Charles Loyd, MAYOR

ATTEST
Jack D. Bixler, Commissioner of Finance and Revenue

STATE OF TENNESSEE

COUNTY OF WILSON

Before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, personally appeared Charles D. Loyd, and Jack Bixler, with each of whom I am personally acquainted, and who upon their several oaths, acknowledged themselves to be the Mayor and Commissioner of Finance and Revenue, respectively, of Lebanon, Tennessee, the within named Bargainor, a municipal corporation, and that they, as such Mayor and Commissioner of Finance and Revenue, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing of the name of the corporation by themselves as Mayor and Commissioner of Finance and Revenue, respectively.


Witness my hand and official seal at office in Lebanon, Tennessee, on this the 27th day of April, 1966.

Tabitha A. Ferguson
NOTARY PUBLIC

My commission expires: Dec. 5, 1965.

Filed for record April 29, 1966, at 1:10 O'clock P.M.

Recorded April 30, 1966.


JOHNNIE SPICKARD, REGISTER

AGREEMENT OF PURCHASE AND SALE

by and between

ZF ACTIVE SAFETY AND ELECTRONICS US LLC

AS SELLER,

And

THE CITY OF LEBANON, TENNESSEE

AS PURCHASER

DATED: ~~July~~ 5, 2024
August

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of this 5th day of ^{AUGUST} July, 2024, by and between ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware limited liability company ("Seller"), and THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of approximately 10.99 acres of land (the "Land") situated at 1225 Canal Street (APN 095 058M B 03500 000) and an unaddressed parcel on Canal Street (095 058M B 03400 000), as more particularly described in Exhibit A annexed hereto and made a part hereof including all buildings and improvements on the Land (the "Improvements").

WHEREAS, Purchaser currently owns the land adjacent to the Property (as defined below) located at 1103 West Baddour Parkway, Lebanon, Tennessee, including the buildings and improvements located thereon (the "Purchaser's Property"). Seller currently leases the buildings and improvements on the Purchaser's Property for use as an industrial warehouse pursuant to a certain Industrial Building Lease dated February 16, 1961 (the "Lease").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property and all other rights, entitlements and appurtenances thereto as set forth herein.

NOW, THEREFORE, for good and valuable considerations, the parties hereto agree as follows:

1. **SALE**. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Property defined as follows: (i) the Land, together with the Improvements located on the Land and appurtenances thereto, subject to existing building and use restrictions, all matters of record, zoning ordinances, and any other easements and restrictions of record; (ii) all of Seller's right, title and interest, if any, in and to any riparian, oil, gas and mineral rights and all privileges, governmental permits and approvals, impact fee credits, development rights, warranties, contracts, improvements, easements, and other rights, interests and appurtenances to the land, but only to the extent any of the foregoing are assignable and appurtenant to the land; (iii) all of Seller's right, title and interest, if any, in and to all intangible property and all plans, specifications, studies and reports owned or controlled by Seller but only to the extent assignable and appurtenant to the land; and (iv) all of the personal property and equipment described on Exhibit B attached hereto.

2. **PURCHASE PRICE**. The total purchase price to be paid to Seller by Purchaser for the Property shall be the sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price to Seller at Closing (defined herein), plus or minus prorations and other adjustments required under this Agreement. At Closing, the Deposit (defined herein) shall be delivered to Seller and the amount so delivered will be credited against the Purchase Price. The Purchase Price shall be paid by federal wire transfer of immediately available funds.

3. **CLOSING.** The purchase and sale contemplated herein shall be consummated at a closing ("**Closing**") upon delivery by Seller of a special warranty deed conveying marketable title to Purchaser and payment of the Purchase Price by Purchaser. The Closing shall take place in escrow or at a location as otherwise agreed by the parties. In order to avoid the necessity of Seller and Purchaser attending a physical closing, the parties agree to use their reasonable efforts to consummate the Closing by delivery of all necessary closing documents and closing funds to Escrow Agent to be held in escrow pursuant to written closing instructions from Seller and Purchaser. Subject to Purchaser's right to cancel this Agreement as set forth herein, the Closing shall occur on the date that is fifteen (15) days following the second City Council meeting occurring after the expiration of the Inspection Period (as defined herein), unless extended with the mutual written consent of both Seller and Purchaser (the "**Closing Date**").

4. **EARNEST MONEY DEPOSIT.** Within five (5) business days of the Effective Date (defined herein), Purchaser shall deposit with First American Title Insurance Company, National Commercial Services Division, whose address is 900 Wilshire Boulevard, Troy, Michigan, Attention: Ms. Robin Brewer, Telephone No.: (248) 458-7206 (the "**Escrow Agent**") its earnest money deposit in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) (the "**Deposit**"). The Deposit shall be held in trust by Escrow Agent and disbursed only in accordance with the terms of this Agreement. At Closing, the Deposit shall be delivered to Seller and credited against the Purchase Price. In the event of a default by Purchaser, in which event the Deposit shall be disbursed to Seller as liquidated damages in accordance with Section 10. Upon signing of this Agreement, Purchaser shall provide the Escrow Agent with its Federal Taxpayer Identification Number, if applicable.

5. **INSPECTION PERIOD.** Within seven (7) days of the Effective Date, Seller shall provide copies of all available leases, drawings, environmental reports, engineering reports, and other available relevant documents in Seller's reasonable possession and control. For purposes of this Agreement the term "reasonable possession and control" shall mean a search of Seller's electronic files and hard copy files located at the Property. Purchaser shall have from the Effective Date until the date that is one hundred twenty (120) days after the Effective Date (the "**Inspection Period**") to perform such tests, investigations, inspections, interviews, studies and analyses (the "**Investigations**") of the Property and the Purchaser's Property as Purchaser deems appropriate, including, without limitation, environmental, engineering and soils and groundwater tests and interviews with Seller and its agents and consultants, and Seller hereby grants Purchaser and its agents the right to enter the Land and Purchaser's Property to perform such Investigations. Prior to performing any invasive testing, Purchaser shall provide Seller a copy of the proposed scope of work and schedule for performing such Investigations at the Property and Purchaser's Property for Seller's review and approval, which approval shall not be unreasonably withheld or delayed. Seller and its representatives and consultants may accompany Purchaser and its consultants during the Investigations. Purchaser acknowledges that Seller is conducting environmental remediation, clean up, and remedial actions at the Property and the Purchaser's Property, and Purchaser will reasonably cooperate with Seller with respect to its Investigations to avoid disturbing the sub-slab depressurization system (SSDS) and the ongoing environmental remediation, clean up, and remedial actions. If Purchaser is dissatisfied, for any reason, in Purchaser's sole and absolute judgment, with the result of Purchaser's Investigations, then Purchaser may cancel this Agreement by notifying Seller of such cancellation on or before 5:00 p.m. on the last day of the Inspection Period (assuming it is a business day, otherwise on the

next ensuing business day), whereupon Escrow Agent shall return the Deposit to Purchaser and both parties shall be released from all further obligations under this Agreement, except as otherwise provided in this Agreement. Prior to Purchaser entering the Property or Purchaser's Property to conduct the inspections and/or tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and/or tests. Purchaser shall deliver to Seller a certificate of insurance evidencing that such insurance is in place prior to any such entry upon the Property or Seller's Property. Immediately after completion of any invasive test(s), Purchaser, or its agents or contractors shall refill any holes dug and otherwise repair any damage to the Property as a result of its activities, subject to normal wear and tear, that are the result of such tests. Purchaser will permit no lien to attach to the Property as a result of the activities permitted hereunder.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE DEED TO BE DELIVERED AT THE CLOSING ("SELLER'S REPRESENTATIONS"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH HEREIN. EXCEPT FOR SELLER'S REPRESENTATIONS, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. UPON CLOSING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER SHALL

ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER AND SELLER SHALL NOT BE LIABLE TO PURCHASER FOR SUCH CLEAN-UP, REMOVAL OR REMEDIATION.

THE PROVISIONS OF THIS PARAGRAPH 5 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS.

6. TITLE COMMITMENT AND POLICIES.

6.1 Title Commitment. Seller has obtained and delivered to Purchaser, at Purchaser's expense, a title commitment from Escrow Agent (the "Title Company") for title insurance covering the Property, including all beneficial easements, together with legible copies of all recorded documents referenced therein (the "Commitment"), by which Commitment the Title Company shall agree to issue to Purchaser, upon recording the Deed for the Property and satisfaction of all applicable requirements, a standard owner's ALTA policy in the amount of the full Purchase Price, without exception for any matters other than the following (the "Permitted Exceptions"): (i) taxes and assessments for the year 2024 and each year thereafter; (ii) presently applicable zoning and governmental regulations; and (iii) any easements, covenants or other matters of record deemed a Permitted Exception under Section 6.2, if any.

6.2 Objections. Purchaser shall have ten (10) business days from receipt of: (i) the Commitment; and (ii) the Survey (as hereinafter defined) provided that Purchaser orders the Survey not later than five (5) days after the Effective Date; but in no event later than forty five (45) Days after the Effective Date, to give written notice to Seller of its disapproval, in Purchaser's sole and absolute discretion, of any matter contained in the Commitment and/or the Survey ("Purchaser's Notice"). Seller agrees to cure any defect due to a voluntary mortgage/deed of trust lien ("Monetary Lien") encumbering the Property. In no event shall Seller be obligated to institute legal proceedings to cure any title or survey defect, provided that Seller shall have the right, but not the obligation, to attempt to correct the title or survey defects set forth the Purchaser's Notice. If Seller desires to attempt to correct one or more of the title or survey defects it shall deliver written notice of such election to Purchaser within ten (10) days of its receipt of Purchaser's Notice and Seller shall have until the Closing Date to cure the title and/or surveys defects. If Seller does not respond to a Purchaser's Notice within such ten (10) day period, Seller shall be deemed to have elected not to cure any of the title and/or survey defects noted in the Purchaser's Notice. If Seller elects (or is deemed to have elected) not to cure one or more title and/or survey defects, or if Seller elects to cure one or more title or survey defects, but is unable to do so as of the Closing Date, then in either case, Purchaser shall have the option, to be exercised within ten (10) days of Purchaser's receipt of Seller's written notice that it

will not or can not cure one or more of the title and/or survey defects, or if no written notice is given by Seller, ten (10) days from the date that Seller is deemed to have elected not to cure pursuant to this paragraph, to:

(i) Close and accept the title and Survey "as is," without reduction in the Purchase Price and without claim against Seller for such title and/or survey defects; or

(ii) Cancel this Agreement, in which event, Escrow Agent shall return the Deposit to Purchaser; and upon such return of the Deposit, both parties shall be released from all further obligations under this Agreement (other than the indemnification obligations contained Section 5).

In the event that Purchaser fails to notify Seller of its election within such ten (10) day period, Purchaser shall be deemed to have elected option (i) above. If Purchaser fails to give Seller written notice of any title or survey defects before the expiration of the period set forth above, the defects shown in the Commitment and Survey shall be deemed to be waived as title objections to closing this transaction and shall be deemed to be Permitted Exceptions hereunder. After the Effective Date, Seller shall not subject the Property to any other title or Survey exception without Purchaser's prior written consent.

Notwithstanding anything contained herein to the contrary, Seller shall cause all Monetary Liens to be released at or prior to the Closing. In no event shall any Monetary Lien be or become a Permitted Exception and Purchaser shall not be required to object to any such Monetary Lien.

7. **SURVEY.** Purchaser, at its cost, shall obtain an ALTA survey (the "Survey") of the Property prepared by a licensed land surveyor in form and content acceptable to Purchaser. Upon receipt of the Survey, Purchaser shall forward a copy thereof to Seller. In the event the Survey shows any encroachments of any improvements upon, from, or onto the Property, or on or between any building setback line, lot line, or any easement or other matter, except those acceptable to Purchaser, in Purchaser's sole discretion, such matter may be objected to pursuant to Section 6.2 above. Notwithstanding the foregoing, in no event shall Purchaser have the right to object to any encroachment of improvements from the Property onto Purchaser's Property or from Purchaser's Property onto the Property.

8. **ENVIRONMENTAL MATTERS.**

8.1 **Definitions:**

(a) **Environmental Laws** shall mean all applicable federal, state and local statutes, laws, regulations, ordinances, common law and similar provisions having the force or effect of law relating to protection of health, safety or the environment, including without limitation the Clean Air Act, 42 U.S.C. §7401 et seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Resource Conservation and Recovery Act 42 U.S.C. §6901 et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA").

(b) Hazardous Materials means all materials or substances subject to regulation under any Environmental Laws, including, without limitation, any substance regulated as hazardous, dangerous, explosive, flammable, toxic, or radioactive, and any petroleum or petroleum-derived substance.

8.1 Condition of Property, On-Going Environmental Remediation, Clean-up and Remedial Actions, Due Care Obligations, Deed Restrictions and Site Access: Seller makes no representations or warranties regarding the environmental condition of the Property or the suitability or fitness for a particular purpose of the Property for any future use except as provided herein. Purchaser acknowledges that Seller has conducted and is conducting environmental remediation, clean-up, and remedial actions at the Property and the Purchaser's Property, including operation of a sub-slab depressurization system ("SSDS"), soil and groundwater monitoring, and additional remedial action activities pursuant to a 1992 Record of Decision (the "1992 ROD") applicable at the Property and the Purchaser's Property. In addition, Seller is currently negotiating a Consent Order and Amended Record of Decision with the Tennessee Department of Environment and Conservation ("TDEC") and that the Consent Order (and any amendments thereto) may require Seller to conduct additional environmental remediation, clean-up, and remedial actions (the "CO Remediation") to address environmental conditions identified in the Consent Order and the Amended Record of Decision, (the "CO Environmental Conditions"). Seller shall retain sole responsibility and/or liability for the CO Remediation and remediating the CO Environmental Conditions. Except as otherwise provided herein, Seller's responsibility and/or liability for the CO Remediation and the CO Environmental Conditions will terminate upon Seller's completion of all agreed actions in the Consent Order (and any amendment thereto) and TDEC's issuance of a letter of completion and/or no further action as contemplated by the Consent Order (the "NFA"). Purchaser acknowledges that the Consent Order and Amended Record of Decision will require Land-Use Restrictions ("LURs") on the Property and the Purchaser's Property, that will be recorded with the Wilson County Register of Deeds. If requested by Seller at any time, Purchaser agrees to promptly record deed restrictions in a form and manner reasonably acceptable to Purchaser, TDEC and Seller; provided however, any restrictions required by TDEC to complete the remediation at the Property or Purchaser's Property shall be deemed to be acceptable and may include, without limitation, restrictions that: (i) restrict the use of the groundwater; (ii) prohibits the use of the Property for residential purposes or for use as a nursing home or day care facility; and (iii) imposes certain construction standards. At Closing, the Parties shall execute an Access Agreement substantially in the form of Exhibit C attached hereto (the "Access Agreement"), subject to negotiation, pursuant to which Seller shall complete the CO Remediation through TDEC's issuance of the NFA.

Seller acknowledges that Purchaser has entered the Property into TDEC's Brownfield Voluntary Cleanup Oversight and Assistance Program (the "VOAP") and that Purchaser intends to enter into a brownfield voluntary agreement with TDEC. Seller acknowledges that Purchaser's participation in the VOAP requires Purchaser, pursuant to Tennessee Code Annotated § 68-212-224(a)(2), to provide TDEC with a summary of all known environmental investigations, studies, reports or documents concerning the Property's environmental condition and, therefore, Purchaser will provide to Seller copies of any environmental reports or similar documents generated in connection with its Investigations conducted pursuant to this Agreement, at least ten (10) days prior to providing such reports or

documents to TDEC. If Purchaser's reports and documents identify previously unknown Hazardous Materials, or media or areas of the Property or Purchaser Property previously not known or identified as impacted with Hazardous Materials, then Seller, within ten (10) days of receipt of such reports and documents, may terminate this Agreement in its sole discretion and the Deposit shall be refunded to Purchaser and this Agreement, shall terminate except for such matters which expressly provide that they shall survive termination. Notwithstanding the foregoing termination, Purchaser shall have the right to disclose the contents of Purchaser's reports to the extent required by law or if, in the reasonable judgment of Purchaser's officials, there is a danger or threat to public health or welfare due to the existence of such materials and/or their location on the Property, e.g., the possible pollution of the adjacent waterway. Seller agrees to reasonably cooperate with respect to Purchaser's efforts to enter into a brownfield voluntary agreement and related tasks associated with entry into the VOAP, provided however, in no event shall such agreements or entry into the VOAP increase Seller's liability or obligations with respect to the Property or Purchaser's Property unless such increase in liability or obligations is caused by Purchaser's providing environmental reports or similar documents to TDEC. Purchaser agrees not to knowingly exacerbate the CO Environmental Conditions or affect the performance or integrity of, or interfere with the operation of, the remedial action equipment, systems, or activities located on the Property or Purchaser's Property for which Purchaser shall be liable hereunder, provided Seller provides Purchaser with prompt written notice of any issue or concern that could give rise to liability under this provision.

8.2 Exclusive Remedy and Release of Claims: Purchaser and Seller acknowledge and agree that their sole remedy against the other with respect to any claim relating to any Hazardous Materials on, under or emanating from the Property or Purchaser's Property shall be pursuant to this Agreement and the Access Agreement. Except as otherwise provided herein and in the Access Agreement, Purchaser and Seller hereby waive and release the other from any and all liabilities, rights, claims, causes of action, damages, losses that Purchaser or Seller may now or hereafter have, whether now known or unknown, against the other, or its officers, directors, employees, agents, representatives, predecessors and affiliates, under any Environmental Law with respect to the Property or Purchaser's Property or any Hazardous Materials on, under or emanating from the Property (including, without limitation, CERCLA) or otherwise.

8.3 Indemnity. Seller shall indemnify and hold Purchaser harmless against all liabilities, claims, causes of action, actual, out-of-pocket damages, losses or costs (specifically excluding consequential and punitive damages) and incurred under or pursuant to Environmental Laws arising from the existence of the CO Environmental Conditions, provided Purchaser provides Seller with prompt written notice of any actual or threatened claims that could give rise to liability under this provision. Notwithstanding the foregoing, Seller shall not be liable for damages to the extent such claim is due to the acts or omissions of Purchaser, its agents, employees or contractors. The foregoing indemnity shall expire and be null and void upon Purchaser obtaining the NFA.

9. CLOSING PROCEDURES. Purchaser and Seller shall consummate the purchase and sale on the Closing Date, subject to the following closing procedures:

9.1 **Conveyance.** Seller shall convey and/or cause to be conveyed marketable title to the Property by special warranty deed, in the form attached hereto as **Exhibit E** (the "Deed") subject only to the Permitted Exceptions. The Deed shall be subject to the approval of the Title Company as to form.

9.2 **Costs of Sale.**

9.2.1 **Title Insurance.** Purchaser shall pay the costs, fees and premium for the Commitment and title policy.

9.2.2 **Documentary Stamps.** Seller shall pay transfer tax due on the Deed required hereunder, to the extent required by law.

9.2.3 **Costs of Recording.** Purchaser shall pay the cost of recording the Deed.

9.2.4 **Survey and Inspection Costs.** Purchaser shall pay the costs of the Survey and any other inspection conducted by Purchaser on the Property.

9.2.5 **Real Estate Taxes; Other Closing Costs and Prorations.** Real estate and, if applicable, personal property taxes for the Property for the year within which the Closing occurs and applicable association assessments, if any, shall be prorated at and as of Closing. If real estate taxes are not known for the current year, the most recent available year at the maximum allowable discount shall be used to calculate the prorated portions. Purchaser and Seller shall not re-prorate the taxes following closing and Purchaser shall be responsible for any increase in real estate taxes for the year of Closing and thereafter. Any other closing costs shall be paid by the party incurring such costs.

9.2.6 **Attorneys' Fees and Escrow Fee.** Each party shall pay its own attorneys' fees and one half of any escrow or closing fee charged by the Escrow Agent.

9.3 **Closing Documents.** Seller shall cause a draft of the closing documents, including the closing statement, to be delivered to Purchaser and its counsel no later than five (5) business days before the Closing Date, provided that such failure shall not constitute a default under this Agreement. On the Closing Date, Seller and, if applicable, Purchaser shall execute and deliver the following items in form reasonably satisfactory to Purchaser and Seller:

9.3.1 The Deed duly executed in form for recordation, subject only to the Permitted Exceptions;

9.3.2 A Bill of Sale;

9.3.3 An owner's affidavit;

9.3.4 A non-foreign "FIRPTA" affidavit;

9.3.5 A closing statement;

9.3.6 Proof of applicable authority to convey the Property subject to the reasonable approval of the Title Company;

9.3.7 A Lease Termination Agreement relating to Seller's Lease of Purchaser's Property substantially in the form of Exhibit D, subject to negotiation; and

9.3.8 The Access Agreement;

9.3.9 Such further documents as may reasonably be required to convey and vest title to the Property in the Purchaser and to enable the Title Company to issue the title policy as required in accordance with the terms of this Agreement, together with any other documents reasonably required to accomplish the intent of the parties. This obligation shall survive for ninety (90) days following the Closing.

9.4 Purchaser's Conditions to Closing. Purchaser's obligation to close hereunder shall be conditioned on satisfaction of the following:

9.4.1 Purchaser shall have received the approval of the Lebanon City Council to close upon the transaction contemplated by this Agreement in accordance with the terms hereof which Purchaser agrees to make its best efforts to obtain by the second City Council meeting after expiration of the Inspection Period.

9.4.2 As of the Effective Date and at the time of Closing all representations and warranties of Seller made in this Agreement shall be true, accurate and complete in all materials respects, and there shall have been no material breach or breaches of such representation or warranty by Seller.

9.4.3 At least ten (10) days before Closing, Seller shall have entered into a Consent Order and Amended Record of Decision with TDEC and delivered copies of the same to Purchaser.

If the foregoing conditions precedent have not occurred or been satisfied, then Purchaser shall be entitled either to waive the condition precedent and close the transaction in accordance with the terms of this Agreement with no adjustment in the Purchase Price or to terminate the Agreement, at which time this Agreement shall be null and void and of no further force or effect, and the Deposit shall be returned to the Purchaser.

9.5 Seller's Conditions to Closing.

9.5.1 As of the Effective Date and at the time of Closing all representations and warranties of Purchaser made in this Agreement shall be true, accurate and complete in all materials respects, and there shall have been no material breach or breaches of such representation or warranty by Purchaser.

9.5.2 Termination of the Lease and release of liability of Seller for all obligations thereunder.

If the foregoing conditions precedent have not occurred or been satisfied, then Seller shall be entitled either to waive the condition precedent and close the transaction in accordance with the terms of this Agreement or to terminate the Agreement, at which time this Agreement shall be null and void and of no further force or effect.

10. PURCHASER'S DEFAULT. Purchaser shall be in default hereunder if (i) any representation or warranty made by Purchaser herein is or becomes false in any material respect; or (ii) Purchaser fails to observe or perform any obligation of Purchaser hereunder; provided, however, so long as the default does not involve Purchaser's failure to timely close on the Closing Date (for which there shall be a three (3) day notice and cure period), Purchaser shall have ten (10) days after written notice by Seller to Purchaser within which to cure such default. If Purchaser shall be in default and shall continue beyond the notice and cure period, the sole and exclusive remedy of Seller shall be to terminate the Agreement and receive the Deposit or, upon failure to make the Deposit, the amount which was required to have been delivered to Escrow Agent, as liquidated damages. Seller expressly waives any other remedy at law or in equity against Purchaser. The parties agree that the foregoing remedy constitutes agreed upon liquidated damages and is not a penalty and that the actual damages the Seller would suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. No one acting on behalf of Purchaser shall have any personal liability of any kind or nature hereunder.

11. SELLER'S DEFAULT. Seller shall be in default hereunder if (i) any representation or warranty made by Seller herein is or becomes false in any material respect; or (ii) Seller fails to observe or perform any obligation of Seller hereunder; provided, however, so long as the default does not involve Seller's failure to timely close on the Closing Date (for which there shall be a three (3) day notice and cure period), Seller shall have ten (10) days after written notice by Purchaser to Seller within which to cure such default. If Seller shall be in default and, if notice and cure is applicable, and such default shall continue beyond the notice and cure period, Purchaser shall have the following sole and exclusive remedies:

11.1 Terminate this Agreement and receive the return of the Deposit; and/or

11.2 Seek specific performance of Seller's obligations.

Purchaser expressly waives any other remedy at law or in equity against Seller.

No one acting on behalf of Seller shall have any personal liability of any kind or nature hereunder.

12. SELLER'S AFFIRMATIVE COVENANTS. Incident to Purchaser's potential development of the Property, Seller covenants and agrees as follows:

12.1 Seller's Cooperation. During the pendency of this Agreement, Seller shall, upon the request of Purchaser, cooperate with Purchaser in regard to all proceedings related to its due diligence or the Governmental Approvals, subject to the limitations set forth below. Seller shall promptly execute when required such plans, applications, and other requests for Governmental Approvals and amendments thereto which may be prepared by or at the

direction of the Purchaser, incident to the planning and development of the Property, provided that (a) Seller shall bear no expense related thereto or incur any obligation or liability related thereto, (b) Seller shall not be obligated to join in or consent to any application or submittal that may adversely affect the development rights associated with any property other than the Land and (c) no approvals or amendments may be filed prior to Closing without Seller's consent which may be withheld in its sole and absolute discretion.

12.2 Delivery of Studies and Other Materials. Within seven (7) days after the Effective Date, if not already provided, Seller shall provide Purchaser with the following items that are within the Seller's reasonable possession and control: (1) copies of all correspondence, reports and other documents involving the Property which are in the possession and control of Seller, including but not limited to all Governmental Approvals; (2) soils reports, surveys, flood plain analyses, environmental studies, all aerial photographs, topographical maps; (3) all oil, gas, mineral or water studies, analyses, evaluations or exploration reports; and (4) all engineering studies and plans, mylars, sepias. Seller is not required to provide Purchaser with any documents or information containing financial or economic analysis regarding the Land or other internal pro forma or marketing information. Except as otherwise expressly provided herein, Seller makes no representations or warranties as to the accuracy or completeness of any items provided hereunder to the Purchaser.

13. REPRESENTATIONS AND WARRANTIES.

13.1 Seller hereby represents and warrants to Purchaser the following as it pertains to the Property:

13.1.1 Seller is in exclusive possession of the Property subject to no tenancies or other claims of possession, other than the Permitted Exceptions.

13.1.2 Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any material agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

13.1.3 There are no legal actions, suits or other legal or administrative proceedings pending that affect the Property or any portion thereof, nor has Seller received written notice that any such action is presently contemplated.

13.1.4 Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

13.1.5 Purchaser or its permitted assignee is, and during the effectiveness of this Agreement shall be, the sole contract purchaser of the Property, including all surface and mineral estates.

13.1.6 Seller has the authority and capacity to enter into this Agreement and consummate the transaction herein contemplated.

13.1.7 Seller has not entered into any lease, right of first refusal, option, right of first offer or other similar right to purchase the Property.

All such representations and warranties are true and correct as of the Effective Date and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time and such representations and warranties shall survive the Closing for a period of six (6) months.

Seller shall have no liability to Purchaser for a breach of any representation or warranty under this Agreement or any document delivered at Closing unless the claims for any such breaches collectively aggregate more than \$25,000, in which event the full amount of such claims shall be actionable only up to \$100,000 (the "Cap"). For clarity, the foregoing limitation shall not apply to Seller's obligations under Article 8 of this Agreement.

If any representation or warranty above is actually known by Purchaser prior to Closing to be untrue and is not remedied by the Seller prior to Closing, then Purchaser may, as Purchaser's sole and exclusive remedy, either: (i) terminate this Agreement and receive the return of the Deposit, and neither party shall have any further rights or obligations pursuant to this Agreement, other than as set forth herein with respect to rights or obligations that survive termination; or (ii) waive its objections and close the transaction.

Notwithstanding the foregoing, Seller shall have no liability for a breach of any representation or warranty under this Agreement or any document delivered at Closing in the event that: (i) Purchaser, its employees, agents or attorneys knew that such representation or warranty was inaccurate prior to Closing; or (ii) any certificate, document or report, whether in draft or final form, furnished to Purchaser or its affiliates or their employees, agents, attorneys or consultants, shall have disclosed that such representation or warranty was inaccurate prior to Closing; (iii) to the extent any breach is caused, in whole or part, due to the neglect or actions of Purchaser or its affiliates or their employees, agents, attorneys or consultants; or (iv) if such matter is covered in whole or part by any title insurance policy obtained by or for the benefit of Purchaser.

13.2 Purchaser hereby represents and warrants to Seller that Purchaser has the authority and capacity to enter into this Agreement and consummate the transaction herein contemplated.

14. CAPTIONS. The captions contained herein are for convenience only and are not a part of this Agreement.

15. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force or effect. This Agreement may be amended and modified only by instrument, in writing, executed by Purchaser and Seller.

16. ASSIGNMENT. Purchaser shall not assign any portion of its rights under this Agreement and any such purported assignment shall be void. Notwithstanding the foregoing,

Purchaser may assign this Agreement to an entity owned or controlled by the Purchaser without the consent of Seller. However, Purchaser shall provide Seller with written notice of any such assignment and shall update the notice information contained in this Agreement.

17. **APPLICABLE LAW.** This Agreement shall be construed by and controlled under the laws of the State of Tennessee.

18. **PARTIAL INVALIDITY.** In the event that any Section or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such Section or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

19. **CONSTRUCTION OF AGREEMENT.** The parties hereto have had the benefit of independent counsel with regard to this Agreement and this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of timely performance or satisfaction of any condition or covenant by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day.

21. **COUNTERPARTS.** This Agreement may be executed by regular or electronic signature (i.e. DocuSign) and delivered by facsimile or electronic means in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

22. **EFFECTIVE DATE.** The "Effective Date" hereof shall be the date the last of Purchaser or Seller executes and delivers this Agreement, as reflected below the signatures of the Purchaser and Seller to this Agreement.

23. **PARTIES.** The rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, administrators and assigns, subject to the limitations set forth in Section 16 of this Agreement. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

24. **NOTICES.** Notices hereunder shall be given to the parties set forth below and shall be made by hand delivery, facsimile, overnight delivery by a nationally recognized overnight courier or by registered or certified mail (postage prepaid), return receipt requested, to the address set forth below. If given by mail, the notice shall be deemed to have been given on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authority as not deliverable, as the case may be. If given by overnight delivery the

notice shall be deemed to have been given on the next business day after it was deposited with the carrier. If given by facsimile, notice shall be deemed received when sent so long as the sending party retains a confirmation sheet. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. If any deadline hereunder shall fall on a Saturday, Sunday or legal holiday, then such deadline shall carry over and be extended to the next following business day. Counsel to Seller or Purchaser may send and receive notices or other communications under this Agreement. Notices shall be addressed as follows:

If to Seller:	ZF Active Safety and Electronics US LLC 15811 Centennial Drive Northville MI 48168 Attn: Legal Counsel
With copy to:	Plunkett Cooney, PC 38505 Woodward Avenue Suite 100 Bloomfield Hills, Michigan 48304 Attn: Howard Goldman
If to Purchaser:	City of Lebanon 200 North Castle Heights Avenue Lebanon, Tennessee 37087 Attn: Mayor, City Attorney and Commissioner of Public Services
With copy to:	Bradley Arant Boult Cummings LLP 1600 Division Street Nashville, Tennessee 37203 Attn: Bart Kempf and Matthew B. Mattingly

25. **ATTORNEY'S FEES.** In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable experts, attorneys' and/or paralegals fees and costs incurred by reason of such action and all costs of suit and those incurred in preparation thereof, whether related to trial, collection or appeals.

26. **RENTS, INSURANCE, RISK OF LOSS AND CONDEMNATION.** Seller's insurance shall be canceled as of Closing. Seller shall bear risk of loss until 12:01 a.m. of the day of Closing. In the event of any damage to all or any portion of the Property in excess of \$250,000 prior to Closing, Purchaser may, at its election, terminate this Agreement. In the event Purchaser terminates this Agreement in full, the Deposit shall be refunded to Purchaser and Purchaser shall have no further obligations hereunder. If Purchaser proceeds with Closing, Purchaser shall be entitled and Seller shall assign to Purchaser all insurance proceeds and settlements applicable to the Property.

27. **WAIVER OF BREACH.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision, nor in any way to affect the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No waiver of any breach or waiver of any provision shall be effective unless it is in writing and signed by the party waiving the breach or provision, as applicable.

28. **BROKER'S COMMISSIONS.** Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement.

29. **ESCROW AGENT.** Upon receipt of funds or the equivalent, Escrow Agent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. In the event of a dispute or if in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, either (i) continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or (ii) Escrow Agent may interplead the Deposit into the Registry of the Circuit Court Clerk of Wilson County Tennessee. Upon notifying all parties concerned of such action, Escrow Agent shall be released from any further or continuing liability with respect to the disposition of such Deposit. In such event only, Escrow Agent will be entitled to reimbursement to the extent of all costs and expenses reasonably incurred to obtain an order of interpleader, including reasonable attorney's fees, which will be secured by a lien upon the Deposit deposited with the court. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Deposit and any other duties of Escrow Agent under this Agreement.

By delivery to and acceptance by Escrow Agent of a fully executed copy of this Agreement together with the Deposit, Escrow Agent agrees to be bound to the provisions of this Agreement specifically related to the Deposit.

Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume without verification the genuineness of any signatures on any writings that are regular on their face and may maintain the Deposit in a federally insured, commingled trust account. No provision of this Agreement by itself authorizes recovery of monetary damages, costs, expenses, or attorney's fees from or against Escrow Agent, and each party expressly waives its right, if any, to collect punitive or consequential damages from Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all instructions received pursuant to this Agreement. Escrow Agent's sole duty of collection with respect to any instrument payable to Escrow Agent is to present such instrument promptly for payment and to advise the parties promptly if it is not then collected in the ordinary course of banking business.

30. **RECORDING.** Neither this Agreement nor any notice of it shall be recorded in any public records and any recording of it shall render this Agreement unenforceable by the recording party.

31. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:
ZF ACTIVE SAFETY AND
ELECTRONICS US LLC, a Delaware
limited liability company

By: Greg Collier
Print Name: Greg Collier
Its: Vice President of Operations

By: Scott Relf
Print Name: Scott Relf
Its: Assistant Secretary

Dated: July __, 2024

PURCHASER:
CITY OF LEBANON, a Tennessee
municipal corporation

By: Rick Bell
Print Name: Rick Bell
Its: Mayor

Dated: July 5, 2024
August

APPROVED AS TO FORM:
CITY OF LEBANON, a Tennessee
municipal corporation

By: Andy Wright
Print Name: Andy Wright
Its: City Attorney

Dated: July 5, 2024
August

ATTEST:
CITY OF LEBANON, a Tennessee municipal corporation

By: Stuart Lawson
Print Name: Stuart Lawson
Its: Commissioner of Finance

Dated: July 5, 2024
August

JOINDER BY ESCROW AGENT

Escrow Agent hereby executes and joins in this Agreement to evidence its consent and joinder to the covenants set forth in this Agreement applicable to Escrow Agent and the Deposit.

By: Patricia A. Córdova

EXHIBIT A

**LEGAL DESCRIPTION OF
THE PROPERTY**

Tract 2:

The following described tract or parcel of land, to-wit:

Situate and lying in what is known as the Industrial Subdivision to Lebanon, in the 10th Civil District of Wilson County, Tennessee, and more particularly and fully described as follows: Starting at the intersection of Floyd and Baxter North-east property corner, Brooks and Johnson common property line and Ross Gear and Tool Company North-west property corner, this point being the point of beginning; thence running on Ross Gear and Tool Company North property line having a bearing of South 82° 38' East, a distance OF 480.90 feet to a point; thence turning and running on a line having a bearing of South 7° 38' East, a distance of 875.54 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 442.42 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West a distance of 408.00 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 16.83 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West, a distance of 490.0 feet to a point, this point being the point of beginning.

Being the same property conveyed to TRW, Inc., a corporation, by deed from City of Lebanon, Tennessee, a municipal corporation, of record in Deed Book 173, Page 183, in the Register's Office of Wilson County, Tennessee.

Tract 3:

A certain tract or parcel of land, together with all of the improvements thereon, located in the Municipal Industrial Subdivision in Lebanon, Tennessee, and which is bounded on the North by Johnston and Brooks, East by other lands of the Industrial Subdivision, South by Canal Street, and West by property of the State of Tennessee, and being more particularly described as follows:

Beginning on the north margin of Canal Street on an iron pipe at the southeast corner of the land of the State of Tennessee, and running along said margin of Canal Street, north 82° 22' east 165.5 feet to a stake; thence north 7° 38' west 306 feet to a stake in the fence on the south line of Johnston and Brooks; thence with the fence North 82° 32' west 171.7 feet to a concrete marker at the northeast corner of the State of Tennessee property; thence with the State's east boundary south 7° 38' east 351.7 feet to the point of beginning.

Being the same property conveyed to TRW, Inc., a corporation, by deed from Dallas Floyd; J.D. Floyd; and Billy Baxter, as equal partners and as equal tenants in common, of record in Deed Book 249, Page 316, in the Register's Office of Wilson County, Tennessee.

EXHIBIT B
PERSONAL PROPERTY LIST

1. **HVAC SYSTEM**
2. **FIXTURES**

EXHIBIT C

ACCESS AGREEMENT

This Access Agreement, ("Agreement"), dated _____ (the "Effective Date"), among THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation (hereinafter, the "Grantor") and ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware corporation (hereinafter, the "Grantee"), is being entered into in connection with the Property described below.

Background

On even date herewith, Grantor acquired from the Grantee real property consisting of 10.99 acres of land situated at 1225 Canal Street (APN 095 058M B 03500 000) and an unaddressed parcel on Canal Street (095 058M B 03400 000) (the "Property"). Prior to the acquisition, Grantee entered into a Consent Order with the Tennessee Department of Environment and Conservation ("TDEC") executed on [INSERT] (the "Consent Order") for the performance of certain remediation activities on the Property as described in the Consent Order (collectively, the "Consent Order Activities").

WHEREAS, certain of the Consent Order Activities remain incomplete as of the date hereof; and

WHEREAS, Grantor is amenable to permit Grantee and its contractors and subcontractors access to the Property in order to conduct any and all such Consent Order Activities, subject to the terms and conditions set forth herein.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Grant of Access. Grantor hereby grants to Grantee and its employees, contractors and subcontractors, at no cost to Grantee, a license to enter upon the Property for the purposes of performing the Consent Order Activities, under the following conditions:
 - 1.1. Notice. Grantee shall provide five (5) business days written notice to Grantor, which notice shall include (i) the date(s) of access and (ii) summary of the activities to be performed. In the case of any period in which the activities will be performed in a substantially continuous manner, Grantee shall only be required to give notice prior to the commencement of such continuous activities. In the event of any interruption of the activities, or if any activities are not performed in a substantially continuous manner, Grantee shall be required to give new notices to Grantor pursuant to this paragraph.
 - 1.2. Repair of Damage. Upon completion of the Consent Order Activities, Grantee shall promptly, at its sole cost and expense, restore the Property to substantially the same condition as existed on the date hereof. Grantee also assumes full responsibility for final

abandonment and decommissioning of any monitoring, injection wells or any other remediation systems used in connection with the Consent Order Activities in accordance with all applicable state and federal requirements within sixty (60) days of TDEC's issuance of a letter of completion and/or no further action as contemplated by Section [] of the Consent Order.

- 1.3. Compliance with Laws. All Consent Order Activities performed by Grantee or its contractors or subcontractors on the Property shall be conducted in compliance with all applicable local, state and federal laws, statutes, codes and regulations.
- 1.4. Performance. All Consent Order Activities will be performed by Grantee and its qualified contractors or subcontractors in a good and workmanlike manner. Grantee and its contractors or subcontractors shall use reasonable efforts to limit noise, dust, debris, and odors associated with any work and shall promptly notify Grantor of any condition caused by such work that would reasonably be expected to adversely impact the health and/or safety of any persons lawfully on the Property.
- 1.5. Access to Governmental Report Submittals. Grantee agrees to contemporaneously provide the Grantor with a copy of any written reports or other communications when submitted to any governmental authority in conjunction with the Consent Order Activities.
- 1.6. Costs and Expenses; Investigation-Derived Wastes. Grantee agrees and assumes responsibility for the payment of any and all costs and expenses incurred in connection with Grantee's Consent Order Activities including, without limitation, the proper disposal of hazardous materials removed from the soil or groundwater in connection with the Grantee's Consent Order Activities. Grantee agrees that it shall be designated as the "generator" of any waste materials including, without limitation, investigation-derived wastes generated in connection with Grantee's Consent Order Activities.
- 1.7. Insurance. Grantee agrees to maintain or cause to be maintained, at Grantee's expense and to deliver evidence of the same to Grantor prior to entry on the Property, (i) policies of insurance for the following types of coverage, each with the following minimum limits: Employer's Liability \$1,000,000, Comprehensive General Liability \$1,000,000 per occurrence and Comprehensive automobile liability (Motor Vehicle Liability) \$1,000,000. The Comprehensive General Liability policy shall name Grantor as an additional insured and the insurance policy endorsements shall provide that Grantor shall be given ten (10) days prior written notice of any reduction, cancellation or non-renewal of coverage and shall provide that the insurance coverage afforded to Grantor thereunder shall be primary to any insurance carried independently by Grantor. Certificates for all such insurance shall be delivered to Grantor prior to the Grantee's or Grantee's contractors' or subcontractors' performance of any activities on the Property.
- 1.8. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor and its partners, affiliates, employees, officers, directors, agents, successors and assigns (collectively, the "Grantor Parties") from and against any costs and expenses which arise from or are a result of any acts or omissions of the Grantee Parties (or any of them), or

anyone acting on their behalf (including, without limitation, any agents, contractors or subcontractors), which (i) result in property damage or personal injury to the extent caused by the Consent Order Activities; provided, however, that no claims for property damage shall be permissible if the Property affected by the Consent Order Activities is restored as provided for in Section 1.2 hereof; or (ii) constitute a breach of this Agreement.

- 1.9. **Equipment and Materials.** Grantee and Grantee's contractors or subcontractors shall only be permitted to leave equipment and materials on the Property in areas mutually agreed upon between Grantee and Grantor. Notwithstanding the foregoing, Grantee shall not allow its contractors or subcontractors to (i) leave equipment or materials unsecured on the Property; or (ii) leave any work area on the Property unsupervised while work is actively being performed. Grantee and Grantee's contractors and subcontractors shall promptly remove all equipment and materials upon completion of the Consent Order Activities.
2. **Term.** This Agreement shall not be terminable until the Consent Order Activities have been completed, as evidenced by the issuance of a letter of completion and/or no further action by TDEC (as contemplated by Section [] of the Consent Order); provided, however, that the indemnification provisions of Section 1.8 hereof shall survive the termination of this Agreement.
3. **No Interference.** Grantor and Grantee hereby acknowledge and agree that any development or redevelopment conducted on the Property shall be for commercial and industrial uses. Neither Grantor, nor Grantee, nor any of their respective affiliates, nor any operator of or tenant on the Property shall interfere with Grantee's performance (whether directly or through its contractors or subcontractors) of the Consent Order Activities as permitted under this Agreement. Grantor acknowledges that Grantee is currently performing Consent Order Activities, and Grantor agrees to use commercially reasonable efforts to conduct any development or redevelopment activities on the Property in such a manner so as not to impair the performance of the Consent Order Activities.
4. **Notice.** Any notice under this Agreement shall be sent by either in-person hand delivery, Federal Express, express mail or other nationally recognized overnight carrier to the other parties hereto at the following addresses:

If to Seller: ZF Active Safety and Electronics US LLC
12001 Tech Center Drive
Livonia, Michigan 48150
Attn: Legal Counsel

With copy to: Plunkett Cooney, PC
38505 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
Attn: Howard Goldman

If to Purchaser: City of Lebanon
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Attn: Mayor, City Attorney and Commissioner of Public Services

With copy to: Bradley Arant Boult Cummings LLP
1221 Broadway
Nashville, Tennessee 37203
Attn: Bart Kempf and Matthew B. Mattingly

Any changes to the notice information contained herein shall be promptly furnished in writing to the other parties hereto.

5. **Choice of Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee.
6. **Severability.** In case any one or more of the provisions contained in this Agreement or any application thereof shall be found by a court to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.
7. **Sole Agreement.** This Agreement, together with the Agreement of Purchase and Sale dated _____, 2024, among the parties hereto, constitutes the entire agreement and understanding among the parties hereto with respect to its subject matter. This Agreement may only be modified, amended, terminated, cancelled or rescinded pursuant to a written agreement signed by all parties hereto.
8. **Counterparts.** 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 instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. **No Recording.** This Agreement shall not be recorded by any party hereto.

[the remainder of this page intentionally left blank]

EXHIBIT D
LEASE TERMINATION AGREEMENT

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE ___ DAY OF JULY, 2024 (THE "EFFECTIVE DATE") BY AND BETWEEN THE CITY OF LEBANON, TENNESSEE, A TENNESSEE MUNICIPAL CORPORATION ("LANDLORD") AND ZF ACTIVE SAFETY AND ELECTRONICS US LLC, A DELAWARE LIMITED LIABILITY COMPANY ("TENANT").

WITNESSETH

WHEREAS, LANDLORD AND ROSS GEAR AND TOOL COMPANY, INC. ("ROSS"), PREDECESSOR IN INTEREST TO TENANT, ENTERED INTO THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED FEBRUARY 15, 1961 (AS AMENDED AND EXTENDED, THE "LEASE") PURSUANT TO WHICH LANDLORD LEASED TO ROSS CERTAIN LAND LEGALLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AND BUILDING(S) LOCATED THEREON COMMONLY KNOWN AS 1103 WEST BADDOUR PARKWAY, LEBANON, TENNESSEE (THE "INITIAL PREMISES").

WHEREAS, PURSUANT TO THE TERMS OF THE LEASE, TENANT HOLDS FEE SIMPLE TITLE TO A PORTION OF THE PREMISES DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AND BUILDING(S) LOCATED THEREON COMMONLY KNOWN AS 1225 CANAL STREET, LEBANON, TENNESSEE ("TENANT'S PROPERTY"; THE INITIAL PREMISES EXCLUDING THE TENANT'S PROPERTY IS HEREINAFTER REFERRED TO AS THE "PREMISES").

WHEREAS, LANDLORD IS ACQUIRING TENANT'S PROPERTY ON OR ABOUT THE DATE HEREOF AND LANDLORD AND TENANT HAVE DECIDED THAT IT IS IN THEIR MUTUAL BEST INTEREST TO CANCEL AND TERMINATE THE LEASE AND IT IS THE INTENTION OF LANDLORD AND TENANT TO EFFECTUATE THE CANCELLATION OF THE LEASE BY THIS AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. RECITALS. ALL OF THE FOREGOING RECITALS ARE INCORPORATED HEREIN AS THOUGH SET FORTH HEREIN AT LENGTH.
2. TERMINATION OF LEASE. THE LEASE IS HEREBY TERMINATED, NULL AND VOID AS OF THE EFFECTIVE DATE (THE "TERMINATION DATE"). TENANT SHALL VACATE THE PREMISES ON OR BEFORE THE TERMINATION DATE

AND HEREBY GIVES POSSESSION OF THE PREMISES TO LANDLORD AS OF THE TERMINATION DATE. TENANT AGREES THAT LANDLORD SHALL HAVE THE RIGHT TO RE-ENTER THE PREMISES AS OF THE TERMINATION DATE, AS FULLY AS IT WOULD OR COULD HAVE DONE IF THAT WERE THE DATE PROVIDED FOR THE EXPIRATION OR TERMINATION OF THE LEASE.

3. RENT AND OTHER CHARGES. TENANT SHALL PAY TO LANDLORD ON OR BEFORE THE TERMINATION DATE, AND SHALL BE RESPONSIBLE FOR, ALL RENT, UTILITY CHARGES AND OTHER CHARGES RELATING TO THE PREMISES WHICH ACCRUE PRIOR TO THE TERMINATION DATE.

4. CERTIFICATIONS. (A) TENANT HEREBY CERTIFIES, WITH RESPECT TO TENANT'S RIGHTS IN AND OCCUPANCY OF THE PREMISES, THAT THE FOLLOWING STATEMENTS ARE TRUE AS OF THE DATE HEREOF:

(I) TENANT OWNS AND HOLDS THE ENTIRE INTEREST OF THE TENANT UNDER THE LEASE;

(II) TENANT HAS NOT HAS PLEDGED ITS INTEREST IN THE LEASE AS COLLATERAL OR OTHERWISE FURTHER SOLD, TRANSFERRED, ASSIGNED OR SUBLEASED ALL OR ANY PORTION OF THE LEASE OR THE PREMISES; AND

(III) TENANT HAS FULL AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT.

(B) LANDLORD HEREBY CERTIFIES, WITH RESPECT TO LANDLORD'S RIGHTS IN THE PREMISES, THAT THE FOLLOWING STATEMENTS ARE TRUE AS OF THE DATE HEREOF:

(I) LANDLORD HOLDS FEE TITLE TO THE PREMISES AND HOLDS THE ENTIRE INTEREST OF THE LANDLORD UNDER THE LEASE;

(II) LANDLORD HAS NOT HAS PLEDGED THE PREMISES OR ITS INTEREST IN THE LEASE AS COLLATERAL OR OTHERWISE FURTHER SOLD, TRANSFERRED OR ASSIGNED ALL OR ANY PORTION OF THE LEASE OR THE PREMISES; AND

(III) LANDLORD HAS FULL AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT.

5. BILL OF SALE. IN CONSIDERATION OF THE SUM OF _____ (\$) TENANT AGREES THAT THE ITEMS OF PERSONAL PROPERTY DESCRIBED IN EXHIBIT C SHALL REMAIN ON THE PREMISES AS OF THE TERMINATION DATE, THAT PROPERTY SHALL BELONG TO LANDLORD AND THIS AGREEMENT SHALL CONSTITUTE A BILL OF SALE THEREFORE TO LANDLORD.

6. MUTUAL RELEASE . LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THEIR SOLE REMEDY WITH RESPECT TO ANY CLAIM RELATING TO THE PROPERTY SHALL BE PURSUANT TO THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN LANDLORD AND TENANT DATED ON OR ABOUT THE DATE HEREOF ("PURCHASE AGREEMENT"). EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, THE PARTIES HEREBY WAIVE AND RELEASE ANY AND ALL LIABILITIES, RIGHTS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES THAT THE PARTIES MAY NOW OR HEREAFTER HAVE, WHETHER NOW KNOWN OR UNKNOWN, AGAINST EACH OTHER, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS AND AFFILIATES, WITH RESPECT TO THE PREMISES OR ANY HAZARDOUS MATERIALS ON, UNDER OR EMANATING FROM THE PREMISES (INCLUDING, WITHOUT LIMITATION, CERCLA) OR OTHERWISE ("CLAIMS").

7. ENTIRE AGREEMENT. THIS AGREEMENT AND THE LEASE CONTAIN ALL THE TERMS, COVENANTS, CONDITIONS AND AGREEMENT BETWEEN LANDLORD AND TENANT RELATING TO THE TERMINATION OF THE LEASE AND OTHER MATTERS PROVIDED FOR IN THIS INSTRUMENT. NO PRIOR OR OTHER AGREEMENT OR UNDERSTANDING PERTAINING TO SUCH MATTERS SHALL BE VALID OR OF ANY FORCE OR EFFECT.

8. HEADINGS. THE HEADINGS OF SECTIONS SET FORTH IN THIS AGREEMENT ARE FOR CONVENIENCE OR REFERENCE ONLY AND DO NOT DEFINE, LIMIT, EXPAND, DESCRIBE OR CONSTRUE THE SCOPE OR INTENT OF SUCH SECTIONS.

9. SEVERABILITY. THE INVALIDITY OF ANY PROVISION OF THIS AGREEMENT SHALL NOT IMPAIR OR AFFECT, IN ANY MANNER, THE VALIDITY, ENFORCEABILITY OR EFFECT OF THE REST OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE
TERMINATION AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

TENANT:

LANDLORD:

ZF ACTIVE SAFETY AND ELECTRONICS
US LLC, A DELAWARE LIMITED
LIABILITY COMPANY

THE CITY OF LEBANON TENNESSEE,
A TENNESSEE MUNICIPAL
CORPORATION

BY:
ITS:

BY:
ITS:

BY:
ITS:

EXHIBIT E
FORM OF DEED

Prepared By:

Plunkett Cooney, PC
38505 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
Attn: Howard Goldman

Consideration: \$
Assessed Value: \$

Tax Map No.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into on this the _____ day of _____, 20____,
by and between _____, of the first part, and
_____, of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the _____ of the first part bargained and sold and hereby grant, bargain, sell, transfer, and convey unto the _____ of the second part, with special warranty, a certain tract or parcel of land situate in the _____, and more particularly described as follows:

Tax Map No.
Parcel No.

Property Address:

TO HAVE AND TO HOLD the above-described property, together with all improvements thereon and appurtenances thereunto belonging, unto the _____ of the second part, _____ assigns in fee simple forever; and the _____ of the first part does covenant with the _____ of the second part that it is lawfully seized and possessed of said land, has a good right to convey it, and the same is unencumbered, except as herein setout; and the _____ of the first part further covenant and bind to warrant and forever defend the title to said land to said _____ of the second part, _____ heirs and assigns, against the lawful claims of all persons claiming by, through, or under said _____ of the first part, but not otherwise.

This conveyance is made subject to the matters described in Exhibit A attached hereto and incorporated herein by this reference.

Taxes for the year 20__ are prorated and the payment is assumed by the _____ of the second part.

IN TESTIMONY WHEREOF, Witness the signature of the party of the first part hereunto affixed, by its duly authorized officer, on the day and year first above written.

By: _____

Title: _____

STATE OF _____)

:ss

COUNTY OF _____)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be

the _____ of _____, the within named bargainor, a corporation, and that he/she as such _____, being authorized so to do, executed the foregoing Deed for the purpose therein contained, by signing the name of the corporation by him/herself as _____, on behalf of the corporation.

WITNESS my hand and seal, at office, this the _____ day of _____, 20__.

Notary Public

My Commission Expires:

NAME AND ADDRESS OF THE PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES:

Name:

Address:

The undersigned does hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater is \$_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn to and subscribed before me this the _____ day of _____,

20__.

Notary Public

My Commission Expires:

DocuSign Envelope ID: 6984E647-5D38-4F18-9201-FFADABABA882

EXHIBIT A

PERMITTED EXCEPTIONS

[insert based upon section 6 of the agreement]

OPEN.28544.40751.33945221-1

**REINSTATEMENT OF AND SECOND AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

THIS REINSTATEMENT OF AND SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (the "Second Amendment") is entered into as of the __ day of _____ 2026 by and between ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware corporation ("Seller") and THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser and Seller have entered into a certain Agreement of Purchase and Sale dated August 5, 2024 (the "Base Purchase Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property commonly known as 1225 Canal Street, Lebanon, Tennessee and certain additional vacant land (the "Property");

WHEREAS, Purchaser previously terminated the Base Purchase Agreement;

WHEREAS, Purchaser and Seller have entered into a certain Reinstatement and First Amendment to Agreement of Purchase and Sale dated May 9, 2025 (the "First Amendment"; the Base Purchase Agreement as amended by the First Amendment is hereinafter referred to as the Purchase Agreement");

WHEREAS, Purchaser previously terminated the Purchase Agreement;

WHEREAS, Purchaser and Seller now desire to reinstate and amend the Purchase Agreement in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals/Defined Terms. The foregoing recitals are hereby incorporated into this Second Amendment and made a part hereof by this reference. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Reinstatement of Purchase Agreement. The parties hereby agree that as of the date of full execution of this Second Amendment the Purchase Agreement is hereby reinstated and shall be in full force and effect.

3. Outside Closing Date. The following sentence shall be added to Section 3: Notwithstanding the foregoing, Purchaser and Seller shall use their best efforts to close this transaction by April 30, 2026.

4. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Second Amendment.

5. Signatures. This Second Amendment may be executed by either or all parties by electronic signature or "PDF" signatures emailed, and any such signature shall be deemed to be an original signature.

6. Effect of Amendment. In the event of any inconsistencies between this Second Amendment and the Purchase Agreement, the terms of this Second Amendment shall govern and control. Except as provided herein, all other terms and conditions of the Purchase Agreement shall remain unchanged and the parties hereto ratify the terms and conditions of the Purchase Agreement which remain in full force and effect. This Second Amendment may only be amended by a document, in writing, executed by the parties hereto.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment as of the date first written above.

SELLER:

ZF ACTIVE SAFETY AND ELECTRONICS
US LLC, a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

PURCHASER:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print Name: Rick Bell
Its: Mayor

Dated: _____, 2026

APPROVED AS TO FORM:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print _____ Name: _____

Its: _____

Dated: _____, 2026

ATTEST:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print Name: _____
Its: _____

Dated: _____, 2026

ORDINANCE NO. 26-7391

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE AND ADOPT MODIFICATIONS TO CERTAIN FEES FOR THE
PLANNING DEPARTMENT**

WHEREAS, the City of Lebanon desires to establish a fair and equitable fee schedule for planning department applications, plan reviews, and related services to better align with the cost of services provided; and

WHEREAS, comparable fees of other local jurisdictions have been studied relating to planning applications, plan reviews, and related services; and

WHEREAS, the Executive Director of Planning and Engineering and Senior Planner have recommended revising the current fee schedule to ensure adequate cost recovery and efficient departmental operation; and

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

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Planning Fees be amended as follows:

Section 1. The Planning Department Fee Schedule, attached hereto as Exhibit A by reference as though appearing verbatim herein, is hereby approved.

Section 2. The Planning Department Fee Schedule, attached hereto as Exhibit A by reference as though appearing verbatim herein, shall become effective July 1, 2026.

Section 3. Any ordinances, resolutions, or fee schedules in conflict herewith are hereby repealed to the extent of such conflict.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: _____

City Attorney

Passed second reading: _____

EXHIBIT A**PLANNING DEPARTMENT FEE SCHEDULE****I. Plat & Site Plan Review**

Type	Fee
Preliminary Plat	\$500 + \$30/lot
Major Final Plat	
Minor Final Plat	\$100 + \$30/lot
Preliminary Site Plan (residential)	\$100 + \$50 per acre over 1 acre
Final Site Plan (residential)	
Preliminary Site Plan (commercial)	
Final Site Plan (commercial)	
Preliminary Site Plan (industrial)	\$100 + \$100 per acre over 1 acre
Final Site Plan (industrial)	
Site Plan/Plat Revision (requiring PC approval)	1/2 initial plan review fee
Site Plan/Plat Approval Extension (requiring PC approval)	
Site Plan/Plat Inactive Project Reactivation*	

* An application will be considered inactive if a span of more than 1 year laps between the last action by the City (Planning Commission approval or completion of the last review cycle) and the subsequent resubmittal by the applicant. Reactivation fee will need to be paid to resume the review process of an inactive project.

II. City Council Requests

Type	Fee
Rezone	<5 acres: \$500 5+ acres: \$500 plus \$5 per acre over 5 acres
Future Land Use Plan Amendment	
South Hartmann Overlay Amendment	
Specific Plans (new and amendments)	<5 acres: \$500 5+ acres: \$500 plus \$25 per acre over 5 acres
Annexation	<5 acres: \$2,000 5+ acres: \$4,000 plus \$5 per acre over 5 acres
ROW Abandonment	\$300

26-XXXX

26-7391 EXHIBIT A

III. Other Requests

Type	Fee
Planning Commission Variance	\$400
Zoning Letter	\$50
BZA Application (residential)	\$110
BZA Application (non-residential)	\$400
HZC Application	\$25

ORDINANCE NO. 26-7392

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR CITY HALL BUILDING
MAINTENANCE**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7222 on June 17, 2025, to adopt the 2025 – 2026 fiscal year budget; and

WHEREAS, a budget amendment is now necessary to transfer funds from Mitchell House Maintenance line to City Hall Building Maintenance line to cover costs for the construction projects in the basement and at the Rutherford Parks Library; 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 Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: City Hall Building Maintenance		
From: 11041160-72600	Maintenance	\$30,000.00
To: 11041510-72600	Maintenance	\$30,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT City Hall Building Maintenance

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041160-72600	Maintenance	\$ 30,000.00	
	Total	\$ 30,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041510-72600	Maintenance		\$ 30,000.00
	Total		\$ 30,000.00

REQUESTED BY Lisa Lane
DEPARTMENT HEAD L Wolfenbarger
FINANCE DIRECTOR Lindsay Wolfenbarger
MAYOR _____

DATE 3/5/2026
DATE 3/6/26
DATE 3/6/26
DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To cover costs for the construction projects in the basement, and the library

ORDINANCE NO. 26-7393

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE PURCHASE OF A DRONE AND TO AUTHORIZE THE
RELATED BUDGET AMENDMENTS FOR THE ENGINEERING DEPARTMENT**

WHEREAS, the engineering department wishes to purchase a drone and the related software to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, such drone is available through the GSA contract with Duncan-Parnell, Inc. for a total of \$114,914.00; and

WHEREAS, a line item transfer within the Engineering Department budget is now necessary to cover the cost.

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

Section 1. The Duncan Parnell Quote Number Q-63319, through the GSA Contract, for the amount of One Hundred Fourteen Thousand, Nine Hundred Fourteen Dollars and No Cents (\$114,914.00) for the purchase of a Drone and related software is hereby approved. The Mayor and Finance Director are hereby authorized to execute any documents necessary for the purchase of such drone and related software.

Section 2. The Mayor and the Finance Director are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Engineering

From: 11043150-72900	Contractual Services	\$115,000.00
To: 11043150-72921	Subscription Based IT Agreements	\$64,400.00
11043150-79490	Machinery & Equipment	\$50,600.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

Passed first reading: _____

City Attorney

Passed second reading: _____

**CITY OF LEBANON ACCTG. DEPT.
BUDGET AMENDMENT FORM
FY 2025-2026**

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

DEPARTMENT Engineering

RCVD MAR 6 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-72900	Contractual Services	\$ 115,000.00	
Total		\$ 115,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-72921	Subscription Based IT Agreements		\$ 64,400.00
11043150-79490	Machinery & Equipment		\$ 50,600.00
Total			\$ 115,000.00

REQUESTED BY Mattie Neely

DATE 3/6/2026

DEPARTMENT HEAD _____

DATE 3/6/2026

FINANCE DIRECTOR Lindsay Wolfenbarger

DATE 3/6/26

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
To purchase a drone and software.



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICELIST**

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

Multiple Award Schedule

FSC Group: Scientific Management and Solutions

**Search and Navigation,
Laboratory Equipment, and Scientific Services**

Contract Number: GS-07F-0426X

Contract Period: April 15, 2011 through April 14, 2026

Price list current as of Modification PS-0063 dated June 3, 2025

CONTRACTOR:

**Duncan-Parnell, Inc.
3925 Stuart Andrew Blvd
Charlotte, NC 28217-1534**

Phone: 704-372-7766

Fax: 704-377-4035

www.duncan-parnell.com

Business Size: Small Business

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION:

1a. Awarded Special Item Number(s):

SIN	Description
334511	Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments
532490L	Laboratory Maintenance, Repair, Leasing and Warranties
611430TTS	Technical Training and Support (TTS)
OLM	Order Level Materials (OLM)

1b. Lowest Priced Model Number for each Awarded Special Item Number(s):

SIN	Item	Description	Net GSA Price
334511	25378	Mesa Family Adjustable Shoulder Strap	\$31.74
532490L	DP-SER	Repair Labor	\$107.51
611430TTS	TRA-OP-ADV-ON-GEN2	GEN II Advanced online training	\$957.18

1c. Services: – Not Applicable

2. Maximum Order: All SIN's: \$250,000.00

3. Minimum Order Limitation: \$100.00

4. Geographic Coverage: 50 United States, Washington, DC, and Puerto Rico

5. Points of Production: Charlotte, Mecklenburg County, NC

6. Discount from list prices: Prices shown are NET

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: Switzerland (CH)

10a. Time of Delivery: 60 business days ARO

10b. Expedited Delivery: Contact Customer Service for information on expedited delivery.

- 10c. Overnight / 2-Day Delivery:** Contact Customer Service for information on overnight and 2-day deliveries.
- 10d. Urgent Requirements:** Contact Customer Service for information on faster deliveries.
- 11. FOB Point:** FOB Origin Freight Prepaid and Add
- 12a. Ordering Address:** Mail:
Duncan-Parnell, Inc.
3925 Stuart Andrew Blvd
Charlotte, NC 28217-1534

Phone: 919-460-8886
Fax: 919-460-8896
- 12b. Ordering Procedures:** See Federal Acquisition Regulation (FAR) 8.405-3.
- 13. Payment Address:**
Duncan-Parnell, Inc.
PO BOX 35649
Charlotte, NC 28235
- 14. Warranty Provisions:** Manufacturer's standard warranties applies to these products.
- 15. Export Packing Charges:** Not applicable.
- 16. Terms and Conditions of Rental, Maintenance, and Repair:** Not available
- 17. Terms and Conditions of Installation:** Installation is not included in purchase
- 18a. Repair Parts:** Repair parts are not available under this contract.
- 18b. Terms and Conditions for Any Other Services:** No other services are available
- 19. Service and Distribution Points:**
Duncan-Parnell, Inc.
1208 Copeland Oaks Dr
Morrisville, NC 27560
- 20. List of Participating Dealers:** None
- 21. Preventive Maintenance:** Not Applicable

22a. Special attributes such as environmental attribute (E.G., Recycled Content, Energy Efficiency, and / or Reduced Pollutants). Not Applicable

22b. Section 508 Compliance: Not Applicable

23. Unique Entity Identifier (UEI) Number: SLPYAA7K9619

24. System for Award Management (SAM): Duncan-Parnell, Inc. is registered and active in the System for Award Management (SAM) database.



Quote Number: Q-63319
 Quote Date: 2/12/2026
 Quote Expires: 3/31/2026

Bill To:
City of Lebanon
 Attn: Accounts Payable
 Lebanon, TN 37087

Ship To:
City of Lebanon
 200 N CASTLE HEIGHTS AVE FL 3
 LEBANON, TN 37087-2740

Prepared By:
Duncan-Parnell, Inc.
 4405 International Blvd #B115
 Norcross, Georgia 30093

Requested By: Patrick Robbins
 PH: 615-443-3605 Cell: 6157964191
 patrick.robbins@lebanontn.org

Customer P21 Account:
 Customer ID: 141641
 Ship-To ID: 141641

Sales Rep: James Lawrence
 james.lawrence@duncan-parnell.com

Freefly Astro Max

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
1	950-00187	Astro Max (NDAA/Blue) High Efficiency	1	No	\$28,995.00	\$28,995.00
Qty 1 - Astro Compact Travel Case: Qty 1 - Astro Max (NDAA/Blue)(with folding landing gear, high efficiency props, and Astro Isolator)* Qty 1 each - Hex drivers, 1.5 mm, 2 mm, 2.5 mm Qty 4 - Proptectors Spare parts Qty 1 - Extra Proptector Qty 4 - Spare isolators Qty 2 - Rubber hole grommet Qty 1 - Pilot Pro Controller Qty 1 - Samsung Active Tab (pre-configured and installed into controller) Qty 1 - Doodle Labs RF (NDAA and DIU Blue) 2.4 GHz radio Qty 1 - Custom padded neck strap						
2	950-00147	LR1 Payload (Astro)	1	No	\$8,745.00	\$8,745.00
Qty 1 - Travel Case Qty 1 - Freefly Mapping Gimbal Qty 1 - Sony ILX-LR1 camera (pre-installed in gimbal) Qty 1 - Sigma 24mm f3.5 mapping lens (p/n 404965) Qty 1 - USB-C thumb driv						
3	910-00649	SL8-Air Battery	6	No	\$695.00	\$4,170.00
Qty 1 - SL8-Air Battery (157 Wh)						
4	910-00667	SL8 Fast Charger	3	No	\$225.00	\$675.00
Qty 1 - SL8 Fast Charger for Freefly SL8 batteries Qty 1 - Power Cable (North America)						
5	910-00848	SL8 Travel Case	1	No	\$595.00	\$595.00
Qty 1 - SL8 Travel Case						
6	11604-02	Astro Extended Landing Gear Set	1	No	\$1,075.00	\$1,075.00
Qty 2 - Astro Extended Landing Gear Assembly (1 full set including mounts) Qty 12 - M3 x 8mm Screws						
7	910-00710	Astro Vibration Isolator Set Black	1	No	\$45.00	\$45.00

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
8x vibration isolator balls of the selected durometer						
Freefly Astro Max Pre-Tax Total:						\$44,300.00

LiDAR Payload

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
8	FTV1002147A00T	TrueView 641 Traditional incl Software	1	No	\$60,000.00	\$60,000.00
TrueView 641 Traditional incl Software						
9	SFW1001450A00N	Perpetual Bundle Phg w/Agisoft and Metas	1	No	\$3,120.00	\$3,120.00
Perpetual Bundle Phg w/Agisoft and Metas						
10	SFW1000651A00N	Perpetual Photo option for LP360 Drone	1	No	\$1,060.00	\$1,060.00
Perpetual Photo option for LP360 Drone						
11	MNT1002077A00T	Freefly Astro ant mount extend land gear	1	No	\$134.00	\$134.00
Freefly Astro ant mount extend land gear						
LiDAR Payload Pre-Tax Total:						\$64,314.00

Shipping and Handling

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
12	DP UAS TRAINING	DP UAS On-Site Training	2	No	\$2,750.00	\$5,500.00
Two Day Onsite Training for Freefly Astro (NDAA), GeoCue TV641 (NDAA) and LP360.						
13	UPSFEUSPSFRT	UPS/FED-EX/POSTAGE/DHL/FREIGHT	1	No	\$800.00	\$800.00
Shipping and Handling						
Shipping and Handling Pre-Tax Total:						\$6,300.00

Subtotal	\$114,914.00
Estimated Tax Amount	\$0.00
Grand Total	\$114,914.00
	<i>Do not pay from quote</i>

Delivery Instructions:

TERMS AND CONDITIONS:

- Optional Items are not included in Pre-Tax Total
- SALES TAX AND SHIPPING CHARGES ARE ESTIMATED. **DO NOT PAY FROM QUOTE.**

ACCEPTED BY: _____ **DATE:** _____ **PO:** _____

We withhold the right to adjust prices of these products if we receive a tariff charge from the Manufacturer before this quotation expires. If you have any questions, please let us know. We are here to help.
Online payment options are available upon receipt of invoice or by making a down payment request.
Avoid a credit card surcharge by making an ACH payment online.
Ask your sales rep today about PayNOW with Duncan-Parnell.

RESOLUTION NO. 26-2827

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON, TENNESSEE,
OPPOSING THE ESTABLISHMENT OF AN IMMIGRATION AND CUSTOMS
ENFORCEMENT DETENTION FACILITY WITHIN THE CITY LIMITS**

WHEREAS, the City of Lebanon is committed to promoting public safety, economic vitality, fiscal responsibility, and the overall quality of life for its residents; and

WHEREAS, Immigration and Customs Enforcement (ICE), a federal agency within the U.S. Department of Homeland Security, is responsible for the detention of individuals for civil immigration enforcement purposes; and

WHEREAS, the establishment of an ICE detention facility within municipal boundaries may place additional and unfunded demands on local infrastructure, public safety services, emergency response, utilities, and transportation systems; and

WHEREAS, such a facility may negatively impact surrounding neighborhoods, local businesses, property values, and the City's long-term economic development and land-use goals; and

WHEREAS, decisions regarding land use and development within the City of Lebanon should align with adopted comprehensive plans, zoning ordinances, and community priorities; and

WHEREAS, the City of Lebanon recognizes the importance of respecting federal authority while also asserting the City's responsibility to protect local interests and the well-being of its residents; and

WHEREAS, the Mayor and City Council find that the presence of an ICE detention facility within the city limits is not in the best interest of the City of Lebanon or its residents;

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

Section 1. The City of Lebanon formally expresses its opposition to the siting, construction, or operation of an Immigration and Customs Enforcement detention facility within the corporate limits of the City of Lebanon, Tennessee.

Section 2. The City of Lebanon shall continue to prioritize land uses and economic development initiatives that support community well-being, sustainable growth, and positive quality-of-life outcomes for residents and businesses.

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

Adopted this _____ day of _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

RESOLUTION NO. 26-2828

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE AN AGREEMENT WITH C SPIRE BUSINESS FOR CJIS CYBER
SECURITY FOR THE LEBANON POLICE DEPARTMENT**

WHEREAS, it is now necessary to approve a renewal agreement with C Spire Business for CJIS cyber security to maintain required certification for the Lebanon Police Department; and

WHEREAS, such agreement is for a one-year term and is detailed on the C Spire Business quotation attached hereto by reference as though appearing verbatim herein.

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

Section 1. The C Spire Business renewal agreement, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director 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 _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Physical Address:

2 Maryland Farms, Suite 300
Brentwood, TN 37027



Remittance Address:

C Spire Business
PO Box 748168
Atlanta GA 30374-8168

QUOTATION

www.cspire.com/business

Date: 02/25/26

Quote #: AAAQ159044

Sales Rep: abullion

Quote To:

City of Lebanon
Mike Collinsworth
200 N Castle Heights Ave

Ship To:

City of Lebanon
Mike Collinsworth
200 N Castle Heights Ave

Lebanon TN 37087

Lebanon TN 37087

Phone: (615) 443-2839

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
Adlumin Renewal- Term: 6/30/2025 - 6/29/2026				
PRICING VALID UNTIL MARCH 5, 2026				
251	A-ADL-MDRC-T06	1YR COMPLETE XDR MDR ADLUMIN MDR - COMPLETE DB400:499	\$123.64	\$31,033.64
251	A-ADL-LOGS-T04	1YR PRE-PAID CLOUD STORAGE 1YR LOG RETENTION DB200:299	\$12.99	\$3,260.49
251	A-ADL-IR3-T04	INCIDENT RESPONSE SUBSCRIPTION ADL IR-MDRCOMPLETE+LOG RETDB200:299	\$9.93	\$2,492.43
251	A-ADL-PD-SL-T03	1YR SERVICES AND LICENSE BUNDLE PROACTIVE DEF SVC+LIC DB101.500	\$45.47	\$11,412.97
			Total	\$48,199.53

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") and the Purchase Terms and Conditions ("PTC") located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than ten (10) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.

By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.

Customer Signature Lindsey W. Hefnerberger Date 2/27/2026

RESOLUTION NO. 26-2829

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE AN AGREEMENT WITH ITPIPES FOR CCTV INSPECTION
PROGRAM FOR PIPELINE MANAGEMENT**

WHEREAS, the utilities department has a need for a CCTV inspection program for pipeline management; and

WHEREAS, ITpipes provides a centralized inspection management system that will support proactive infrastructure management and provide data for long-term planning and decision-making; and

WHEREAS, it is in the public interest to approve a two-year contract for the ITpipes platform, as detailed on the quotation attached hereto by reference as though appearing verbatim herein.

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

Section 1. The ITpipes agreement, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director 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 _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney



Client Name: City of Lebanon, TN

Executive Overview

The City of Lebanon, TN is in the early stages of developing their CCTV inspection program. Currently, they are relying on **flash drives and paper documentation** to collect, track, and report inspection data. With only **two vans** and a small, partially trained team, they are working to implement a more **efficient and organized system** for tracking their 261 miles of active sewer lines. While they have made strides by introducing **GIS** and **NASSCO certification** for staff, the current process remains highly **manual** and **time-consuming**, making it difficult to leverage inspection data effectively for long-term planning and decision-making.

Their primary goals are to **improve inspection efficiency**, **reduce the time spent on data entry**, and **build a more proactive approach to asset management**. They seek a solution that helps the team manage data **digitally**, **integrates with GIS**, and **improves the speed** at which the team can assess and act on issues, while maintaining **data accuracy** and **organizational knowledge** over time.

ITpipes is the ideal partner to help the City of Lebanon streamline and scale their pipeline management efforts. Our solution **CoreVision** will integrate seamlessly with their existing **GIS** system, allowing them to centralize and **digitize inspection data**, enabling better **visibility** and **decision-making**. CoreVision will also **automate reporting** and allow the team to **focus on proactive asset management** instead of spending valuable time re-entering and organizing data.

Summary of Benefits

Manual Data Collection and Paperwork → Centralized, Digital Inspection Data

CoreVision transforms Lebanon's inspection workflow by storing video footage, defects, and reports in a centralized platform. This removes the need for **flash drives** and **paper documentation**, enabling the team to easily access inspection data, track progress, and **organize history** for future analysis.

Time-Consuming Manual Work → Faster, More Efficient Workflows

With CoreVision, data collected in the field is automatically uploaded to the central platform, cutting down on time spent manually transferring data and reducing the risk of errors. The city can streamline its workflow, allowing the team to inspect more **miles per week** and ensure that the process is **scalable** as their needs grow.

Lack of GIS Integration → GIS-Integrated Defect Tracking and Prioritization

CoreVision integrates directly with the City's existing **Esri GIS** system, allowing inspection data to be mapped spatially. This makes it easy for the team to see **where issues are**, **filter by defect severity**, and prioritize **repairs and maintenance** based on real-time data.

Inconsistent Data Tracking → Enhanced Data Accuracy and Reporting

CoreVision enhances data consistency by ensuring all **inspection data** is captured and stored in one place. With easy access to **historical data**, Lebanon can improve its **long-term planning** and better anticipate future infrastructure needs. The solution also ensures that **maintenance and repair decisions** are based on **defensible, high-quality data**.



Solution Details: This solution includes licensing for the following:

- **Annual Subscription:**
 - ITpipes CoreVision - 2 users
 - ITpipes FieldVision- 2 Users
 - ITpipes Cloud - 2TB storage
 - **Unlimited** Inspection Viewers
- **Implementation:**
 - GIS integration
 - **Asset Type:** Mainline
 - **Asset Class:** Sanitary
 - Guided Template creation and support

Pricing: Net 90 days from Start Date

Start Date: Mar 31, 2026

Product / Service	Cost	Payment Due
Annual Software Subscription	\$ 12,000	
One Time Implementation	\$ 7,000	
Year 1 Total Cost With Step Up Discount (50% Subscription Cost + Implementation Cost)	\$ 13,000	Mar 31, 2026
Year 2 Total Cost With Step Up Discount (Subscription Cost Only)	\$ 12,000	Mar 31, 2027

[Link to Term of Service](#) Quote Expires: Mar 30, 2026

Signator (First and Last Name)

Date*

Justification for ITpipes- Proactive Pipeline Management

The City of Lebanon is at a critical juncture in establishing a fully in-house CCTV inspection program. With approximately **261 miles of gravity sewer, 46 miles of force main, and 7,200+ manholes**, the City is taking the right steps by **documenting the system early, training operators, and building a repeatable process** for long-term infrastructure management. As this program scales, decisions made now will determine how **efficient, accurate, and scalable** the operation becomes over the next decade.

Current Challenges

While the City is effectively capturing inspections in the field, the supporting workflow remains **manual**. Crew members are still relying on **paper notes, handwritten defect records, and external hard drives** for footage storage. Although this is functional in the initial stages of a program, as the system expands, this method will lead to **inefficiency and data fragmentation**. **Paper notes and hard drives** will quickly become cumbersome, making it **difficult** to access, share, and analyze data across teams, especially for long-term planning. Without a **centralized system** for managing inspection data, Lebanon risks facing **data silos and lost institutional knowledge**, which could undermine efforts to proactively manage and maintain the infrastructure.

Primary Goals

The primary goal for the City of Lebanon is to **establish a scalable, efficient, and well-organized CCTV inspection program** that will serve as the foundation for proactive infrastructure management. With the current pace of **1-2 miles per week**, the City aims to document the full sewer system. However, without the right system in place to support data management, the City is at risk of facing substantial **delays** in inspections, as well as **inaccurate or incomplete records** that make **prioritizing repairs** difficult. To ensure the program's success, Lebanon requires a solution that will:

- **Centralize data storage** and facilitate easy access to inspection results.
- **Improve efficiency** by automating defect coding and reporting.
- **Integrate with existing GIS systems** to enhance decision-making.
- **Allow for long-term scalability** as the City's sewer infrastructure grows.

How ITpipes Helps Lebanon Achieve Its Goals

ITpipes provides the **perfect solution** to address the challenges Lebanon is facing as it builds its CCTV inspection program. The **CoreVision platform** centralizes video footage, inspection data, and reporting into one easily accessible location. As the City trains its crew and moves toward televising **every day**, CoreVision will give them a **place to store, manage, and retrieve inspection data** with ease. In the second call, Luis Lopez, Foreman, clearly articulated how **"everything would be a lot simpler"** with a



solution that organizes data digitally, making it easier to **plan rehabilitation, justify funding, and prioritize repairs.**

By centralizing inspection data and integrating with **GIS**, ITpipes enables Lebanon to **visualize system conditions** in real time. This will allow the team to identify **infiltration & inflow (I&I), roots, and FOG hotspots**, and prioritize repairs based on **actual system data**. Moreover, ITpipes will make it easy for the City to **generate actionable reports** without relying on paper records or hard drives, which will ultimately save time and improve data accuracy.

Summary of Benefits

- **Manual Data Entry + Paperwork → Centralized, Digital Data Storage**
ITpipes eliminates the need for **flash drives** and **paper records** by centralizing all inspection data, including video footage and defect information, in a **cloud-based system**. This provides instant access to inspection results, making it easier to **manage and analyze** the data.
- **Time-Consuming Defect Coding → Faster, More Efficient Defect Coding**
As noted by Luis during our discussion, **manual defect coding** is the biggest bottleneck for their team. ITpipes automates defect coding, allowing Lebanon to process inspections faster and with greater accuracy, ultimately **reducing inspection time** and enabling them to inspect more miles of pipe.
- **Data Fragmentation → Seamless GIS Integration for Clearer Decision-Making**
ITpipes integrates directly with **Esri GIS**, allowing Lebanon to map defects, prioritize repairs, and track the **health** of the system over time. By using a digital map, Lebanon can **filter data** by defect severity and prioritize issues, ensuring that resources are allocated efficiently.
- **Difficult to Justify Funding → Clear, Data-Driven Justification for Infrastructure Investment**
The team at Lebanon emphasized the need to **justify funding** and **demonstrate value** when seeking approval for repairs and improvements. With ITpipes, Lebanon can easily **track the progress** of inspections and create **actionable reports** that highlight areas in need of immediate attention, helping leadership make **informed, data-driven decisions**.

Conclusion

Lebanon is at the perfect stage to invest in a **centralized inspection management system** that will support its team and set the stage for **proactive infrastructure management**. The ITpipes CoreVision platform will not only **improve efficiency and accuracy** but will also help the City **organize its data** and create a **scalable solution** that can grow with the City's needs. By adopting ITpipes now, Lebanon will build a **strong foundation** for its CCTV program, ensuring that future data is accessible, actionable, and used to **inform long-term planning and decision-making**.

Thank you for considering this justification. Should you have any questions, I am happy to provide additional information.

RESOLUTION NO. 26-2830

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE ESCROW AGREEMENT BETWEEN JUDY CONSTRUCTION, THE
CITY OF LEBANON, TENNESSEE, AND WILSON BANK & TRUST AS ESCROW
AGENT, RELATIVE TO THE EQUALIZATION BASIN AND PUMP STATION PROJECT**

WHEREAS, the Lebanon City Council passed Ordinance No. 26-7372 to approve bids and award contract for the construction of the Equalization Basin and Pump Station, Project No. CL 23102; 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 Judy Construction and Wilson Bank & Trust as the Escrow Agent.

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

Section 1. The Escrow Agreement between Judy Construction, 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 Finance Director are hereby authorized to execute such escrow agreement.

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

Adopted this _____ day of _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

RETAINAGE ESCROW AGREEMENT

This Retainage Escrow Agreement (the "Agreement") is dated as of the 17th day of March, 2026, by and between Judy Construction (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 for Equalization Basin & Pump Station, 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

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: Judy Construction
103 S. Church St.
Cynthiana, KY 41031
(859) 234-6900

OWNER:

City of Lebanon

By: _____
(Signature)

Name: Rick Bell
(Printed)

Its: Mayor
(Title)

Attested:

By: _____
(Signature)

Name: Lindsey Wolfenbarger
(Printed)

Its: Finance Director
(Title)

Approved as to form:

By: _____
(Signature)

Name: _____
(Printed)

Its: Lebanon City Attorney
(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)

RESOLUTION NO. 26-2831

A RESOLUTION OF THE CITY COUNCIL OF LEBANON, TENNESSEE TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Lebanon, Tennessee; and

WHEREAS, the City of Lebanon has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”); and

WHEREAS, the City of Lebanon has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies; and

WHEREAS, a proposed settlement has been reached that would address claims in the six remnant defendants; and

WHEREAS, the City of Lebanon finds the Six Remnant Defendants Settlement acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements become effective; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEBANON, TENNESSEE,

Section 1. That the City of Lebanon hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 2. That the City of Lebanon Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Lebanon’s agreement to the settlement of claims [and litigation] specifically related to the Six Remnant Defendants Settlement and any other settlement of opioid-related claims that Tennessee has joined.

Section 3. That the City of Lebanon Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Lebanon’s participation in the Tennessee Plan and these settlements.

Section 4. This Resolution is effective upon adoption, the welfare of the City of Lebanon, Tennessee requiring it.

Adopted this _____ day of _____ 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Lebanon city, TN
Reference Number: CL-2020327

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by Monday, May 4, 2026.

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:
<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



To: Lebanon city, TN
Reference Number: CL-2020327

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT
AND UPCOMING ACTION NEEDED TO PARTICIPATE:
MONDAY, May 4, 2026, DEADLINE**

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants).

This is the formal Notice required by the Remnant Defendants Settlement. You are receiving this Notice because your entity is entitled to participate (Eligible Entity). Please read this Notice and the attached *Settlement Overview* carefully. The *Settlement Overview* provides additional information concerning this new national opioid settlement.

Your entity may have participated in prior national opioid settlements. This Notice concerns the opportunity to participate in this **new** settlement with the Six Remnant Defendants. Your entity may participate in this new settlement even if it did not participate in a prior national settlement.

All Eligible Entities must “opt in” to participate in this new settlement. To do so, a person with authority must sign and return the *Combined Subdivision Participation and Release Form* that will be sent via DocuSign shortly. If an Eligible Entity is unable to return an executed *Combined Subdivision Participation and Release Form* using DocuSign, the signed *Combined Subdivision Participation and Release Form* may be submitted via the Rubris Platform Portal. Please utilize the link included in this Notice to upload your entity’s *Combined Subdivision Participation and Release Form* directly to the Rubris Platform Portal. DocuSign remains the preferred method of submission of the needed form.

The deadline to return the *Combined Subdivision Participation and Release Form* is Monday, May 4, 2026.

Questions about this Notice or the process for receiving and submitting the required *Combined Subdivision Participation and Release Form* may be directed to your attorney or the Notice and Claims Administrator at opioidsparticipation@rubris.com.

Please review the list of individuals on this email and contact the Notice and Claims Administrator at opioidsparticipation@rubris.com if someone else at your entity should receive communications about this Settlement.



If your entity is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this Notice.

Thank you,
National Opioids Notice and Claims Administrator for the Remnant Defendants
Settlement

The Notice and Claims Administrator is retained to provide the Settlement Notice required by the Settlement Agreement referenced above and to manage the collection of Subdivision Settlement Participation Forms.



RESOLUTION NO. 26-2832

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE AN AGREEMENT WITH MOTOROLA SOLUTIONS FOR DRONE AS
FIRST RESPONDER TRIAL**

WHEREAS, the police department wishes to enter into an agreement with Motorola Solutions for the free one-year trial period for a drone as a first responder, as detailed on Quote-3389749 attached hereto by reference as though appearing verbatim herein; and

WHEREAS, if the program is not canceled during the initial one-year free trial, the contract will renew for an additional five years with annual payments of \$159,998.00 for a total cost of \$799,990.00; and

WHEREAS, it is in the public interest to approve the agreement with Motorola Solutions, as detailed on the quotation attached hereto by reference as though appearing verbatim herein.

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

Section 1. The Motorola Solutions, Inc. Quote-3389749 and Agreement, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director 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 _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney





QUOTE-3389749

Billing Address:
 LEBANON POLICE DEPT, CITY
 1017 SPARTA PIKE
 LEBANON, TN 37087
 US

Shipping Address:
 LEBANON POLICE DEPT, CITY
 LEBANON, CITY OF
 1017 SPARTA PIKE
 LEBANON, TN 37087 US

Quote Date:01/23/2026
 Expiration Date:03/26/2026
 Quote Created By:
 David Redus
 Sr Account Manager
 David.Redus@motorolasolutions.com
 727-456-8840

End Customer:
 LEBANON POLICE DEPT, CITY OF
 Austin Swift
 aswift@lebanontn.org
 615-450-4379
 Payment Terms:30 NET

Description	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site) Takeoff	2	6 Years	\$0.00	\$0.00
Year 1 Subscription	BRINC	LEMUR 2 Safeguard Takeoff	2	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		2 Responder w/Station DFR (Single Site) Takeoff, 2 LEMUR 2 Safeguard Takeoff				\$159,998.00
Year 3 Subscription		2 Responder w/Station DFR (Single Site) Takeoff, 2 LEMUR 2 Safeguard Takeoff				\$159,998.00
Year 4 Subscription		2 Responder w/Station DFR (Single Site) Takeoff, 2 LEMUR 2 Safeguard Takeoff				\$159,998.00
Year 5 Subscription		2 Responder w/Station DFR (Single Site) Takeoff, 2 LEMUR 2 Safeguard Takeoff				\$159,998.00
Year 6 Subscription		2 Responder w/Station DFR (Single Site) Takeoff, 2 LEMUR 2 Safeguard Takeoff				\$159,998.00
Grand Total						\$799,990.00

Notes:
 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
 Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program Term Structure:
 Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
 Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year.
 Performance Period will begin after the installation and training on the BRINC DFR system is complete



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc. 500 West Monroe, United States - 60661 - # 36-1115800

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of **\$112,990.00**.

5. Purchase Order Requirements (Customer check one only)

Purchase Order is issued and attached.

No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By:  _____

Name: David Redus _____

Title: Sr. Manager _____

Date: 11/14/2025 _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



Hardware

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

responder

The world's first purpose-built 911 response drone. Responder is a powerful aerial tool made right here in the USA for public safety agencies.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

lemur 2

Designed to enter dangerous situations and keep people safe, Lemur 2 is the ultimate tool to gain intel, communicate, and de-escalate.

Day/Night/ Thermal Sensors

Gain situational awareness in the toughest conditions.

Integrated Loudspeaker & Microphone

Transforms the drone into a mobile communication hub for negotiators.

Glass Breaker

This attachment provides effective entry into structures and ventilation of buildings.

LiDAR Sensors

Produce real-time floor plans while the drone is in flight by streaming data directly to the controller.



360° Position Hold

Real-Time Floorplans

2-Way Comms

Live Transcriptions

Flood and Strobe Lights

Livestream Off-Site

BRINC DFR Takeoff Program: 1 Year Free Evaluation of DFR for Public Safety Agencies

Offer Overview

Motorola Solutions and BRINC are offering a **1-year no-cost Drone as First Responder (DFR) evaluation program** to public safety agencies as part of a joint strategic initiative. This offer enables agencies to deploy and evaluate the end-to-end Motorola + BRINC DFR solution in a real-world operational environment—at no cost for Year 1—under the terms below. This program is designed primarily for DFR offerings from BRINC; however, it can be applied to standalone drone offerings via BRINC's Safeguard bundles. Safeguard bundles are multi-year programs that offer enhanced warranties and hardware refresh programs.

Program Terms & Conditions

1. Term Structure

- **Initial Term:** Year 1 (no cost) Includes right to exercise termination for convenience at any point within the first year.
- **Year 2 and beyond:** Paid period of performance begins and will be based on a jointly developed quotation and solution design.

2. Exclusivity Requirement

During the free year, the agency agrees to:

- Operate BRINC as the **exclusive DFR provider**.
- Refrain from deploying or purchasing any **competing autonomous docked drone platforms** during the pilot term.

3. Deliverables

Motorola + BRINC Will Provide:

- Full deployment support for a live DFR program: includes BRINC Station Recharging Nest Hardware, BRINC Responder Drone Hardware, and all required accessories
- FAA Certificate of Waiver (if required)
- Includes shipping and full scope implementation (all costs inclusive)
- Access to BRINC LiveOps Teleoperation Software
 - Includes unlimited cellular data plans for drones and mission data storage in LiveOps
- Integration with Motorola Systems
 - Integrations will be dependent on availability, existing systems, and version compatibility
 - Training, onboarding, and ongoing support during the pilot

The Agency Will Provide:

- Point-of-contact and internal executive sponsor
- Operational staffing support for DFR use cases (e.g., pilots)
- Location for drone stations that includes power and internet connectivity
- Internet-ready computers, monitors, and keyboards for operation of DFR system (existing infrastructure should be acceptable in most cases)
- Internal documentation and feedback to help refine the program
- Optional public reference or participation in a case study

Procurement & Contracting

- **Years 1 and beyond** may be executed under an agreement against any of the various contractual options outlined below.
 - Motorola contract vehicles
 - Cooperative purchasing agreements (e.g. State Contract, Sourcewell, BuyBoard...)
 - Local/state procurement methods as needed

Pricing & Quotation

- Final pricing will be determined based on the go-forward Solution Design:

Program Timeline

Milestone	Timing
Program Start	TBD
Free Year Duration	12 months
DFR Continuation Proposal	With Program Documentation

Strategic Benefits for Agencies

- Risk-free introduction to autonomous drone response
- Seamless integration across Motorola's public safety tech stack
- Opportunity to shape product direction and provide agency-driven feedback
- Ability to lock in multi-year pricing and preferred roadmap features

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

- (i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

- (i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.

2. **Disclaimers.** Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.

3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.

4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. **Upgrade Change.** If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this "TOPA") is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the "Agreement"). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. ("BRINC", and such Products, the "BRINC Products") as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment ("BRINC Equipment"), and related Services and Licensed Software.

This TOPA governs Customer's purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties' Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the "DA")), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the "BRINC Subscription"). All references to the first twelve months of the BRINC Subscription (the "Initial Subscription Period") and each renewal year (each a "Renewal Subscription Year") in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:
Sections 1 and 4.

RESOLUTION NO. 26-2833

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO APPROVE A THREE YEAR AGREEMENT WITH C SPIRE BUSINESS FOR
BARRACUDA EMAIL PROTECTION**

WHEREAS, it is now necessary to approve an agreement with C Spire Business for Barracuda email protection; and

WHEREAS, such agreement is for a three-year term and is detailed on the C Spire Business Quote No. AAAQ159168, attached hereto by reference as though appearing verbatim herein.

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

Section 1. The C Spire Business Quote No. AAAQ159168 and Agreement, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director 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 _____, 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Physical Address:

2 Maryland Farms, Suite 300
Brentwood, TN 37027



QUOTATION
www.cspire.com/business

Remittance Address:

C Spire Business
PO Box 748168
Atlanta GA 30374-8168

Date: 03/03/26

Quote #: AAAQ159168

Sales Rep: abullion

Quote To:

City of Lebanon
Mike Collinsworth
200 N Castle Heights Ave

Lebanon TN 37087

Phone: (615) 443-2839

Here is the quote you requested.

Ship To:

City of Lebanon
Mike Collinsworth
200 N Castle Heights Ave

Lebanon TN 37087

Qty	Part #	Description	Unit Price	Ext. Price
		Barracuda Email Protection - 3YR		
		Billing Term: PREPAID		
		Pricing Expires 03/28/2026		
26,100	EP-PREPLUS-U-1M	Email Protection, Premium Plus Plan, per User, 1 Month	\$6.91	\$180,351.00
			Total	\$180,351.00

This Quote (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC") and the Purchase Terms and Conditions ("PTC") located at <https://www.cspire.com/business>, (ii) applies only to the Services or Products covered by this Quote and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Quote, the MTC, PTC, and any other written documents attached hereto or incorporated herein are the "Agreement." Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC.

This Quote is valid for no more than ten (10) days from the date the Quote was issued. CSB reserves the right to cancel orders arising from pricing or other errors. Taxes, shipping, handling and other fees may apply.

By signing below you acknowledge that you have read, accepted, and agree to be bound by this Agreement.