



RICK BELL
Mayor

CITY OF LEBANON

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

Tonya Jones
Executive Administrative Assistant

Kristen Ragsdale
Administrative Assistant III

PUBLIC HEARING

AGENDA – January 6, 2026 - 6:00 P.M.

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

1. Request by Summit Development for Plan of Services approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) near Ward 1 **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)** (Reference Resolution No. 26-2810).
2. Request by Summit Development for Annexation approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to be added to Ward 1 **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)** (Reference Resolution No. 26-2811).
3. Request by Summit Development for Zoning approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to Sorelle Hybrid Specific Plan in Ward 1 (PN 1877386 & 1877423) **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)** (Reference Ordinance No. 26-7340).
4. Request by Staff for Zoning code amendment approval to add 14.1212 Vested Rights to specify the type of development plans that will cause property rights to vest. **(Planning Commission recommended approval by a vote of 9-0 at their November 17, 2025 meeting)** (Reference Ordinance No. 26-7341).



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REGULAR CALLED CITY COUNCIL MEETING

AGENDA – January 6, 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:**
December 16, 2025 – Regular Called City Council Meeting
6. **COMMUNICATION FROM CITIZENS**
7. **COMMUNICATION FROM MAYOR**
8. **REPORTS FROM COMMITTEES / ALDERMEN / OFFICERS**
9. **CONSENT:**
 1. **Ordinance No. 25-7324**, second reading, to approve grant contract with the Tennessee Department of Environment and Conservation for playground improvements at Don Fox Park, to authorize Engineering Services, and to approve the related budget amendment, by Kristen Rice, Executive Director Engineering and Planning and William Porter, Parks & Recreation Director.
 2. **Ordinance No. 25-7326**, second reading to approve a budget amendment for the Street Department to roll over funds for the purchase of a Tilt Front Hitch, by Lee Clark, Public Works Director.
 3. **Ordinance No. 25-7327**, second reading, to authorize the issuance of a refund to Bridgetown Foods due to gas overbilling and to approve the related budget amendment, by Chad Mueller, Gas Department, Manager.
 4. **Ordinance No. 25-7328**, second reading, to approve the Consent Decree in Tennessee Riverkeeper, Inc. vs. City of Lebanon, Tennessee, US District Court Case No. 3:23-CV-01369 and to approve the related budget amendment, by Andy Wright, City Attorney.

10. NEW BUSINESS:

1. **Resolution No. 26-2810**, first reading, adopting a Plan of Services for the annexation at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to be added to Ward 1 (Request by Summit Development) **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)**.
2. **Resolution No. 26-2811**, first reading, annexing property at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to be added to Ward 1 (Request by Summit Development) **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)**.
3. **Ordinance No. 26-7340**, first reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by requesting zoning approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to Sorelle Hybrid Specific Plan to be added in Ward 1 (PN 1877386 & 1877423) (Request by Summit Development) **(Planning Commission recommended approval by a vote of 7-1 at their November 17, 2025 meeting)**.
4. **Ordinance No. 26-7341**, first reading, to amend Title 14, Chapter 8 Section 13 to add Vested Rights to specify the type of development plans that will cause property rights to vest (Request by Staff) **(Planning Commission recommended approval by a vote of 9-0 at their November 17, 2025 meeting)**.
5. **Ordinance No. 26-7345**, first reading, to approve a budget amendment for the Police Department Local Option Fund for delayed vehicle orders, by Mike Justice, Police Chief.
6. **Ordinance No. 26-7346**, first reading, to authorize hiring legal counsel to represent the City regarding the Gasification Facility matter, by Andy Wright, City Attorney.
7. **Ordinance No. 26-7347**, first reading, to approve budget amendments for the Street Department to promote Light Equipment Operators, by Lee Clark, Public Works Director.
8. **Ordinance No. 26-7348**, first reading, to create budget for gas line relocation at Hartsville Pike TDOT Project, by Chad Mueller, Gas Department, Manager.

11. ADJOURNMENT

REGULAR CALLED LEBANON CITY COUNCIL MEETING

December 16, 2025

Mayor Rick Bell called the Regular Called City Council meeting to order at 6:00 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; Stuart Lawson, Commissioner of Finance and Revenue; Lee Clark, Public Works Director; Kristen Rice, Executive Director of Engineering & Planning; Regina Santana, Utilities Director; 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 Morehead, seconded by Councilor Crowell, to approve said minutes for December 2, 2025 – Regular Called City Council Meeting.

COMMUNICATION FROM CITIZENS:

1. Derek Dodson, 106 Chapman Drive: Through the years, the now 4th attempt to develop 150 raw acres on Maple Hill Road arrived into the city's planning process in August and will land on the City Council agenda at the next meeting on January 6th.

I don't know whether I'll be back from the turtle races in Tahiti by January 6th, so I'll weigh in now. Combined as one request for approval, there are two different proposed residential projects with two different proposed densities; one on Maple Hill Road and the other 96 acres between Carver Lane and Maple Hill Road. I don't have an issue with proposed development on the 96-acre tract, and I am not addressing that part.

The Planning Department recommended against the project, yet on 11/17, a majority of the Lebanon Planning Commission voted to recommend approval to this body. I'll now expose only one of the failures of a majority of the members of the Lebanon Planning Commission on this topic on 11/17. Adjacent to the 150-acre tract is a total of 250 more raw acres, then nearby even more raw acres. The Lebanon Planning Commission failed to consider the future development impact of the entire area; including future development on the 2000+ acres out Maple Hill Road in the Coles Ferry Pike corridor, all the future traffic using Maple Hill Road.

The Future Land Use Plan fails there as well and is an example of mindless nitwittery in the Future Land Use Plan, a topic that I'll dwell on here in the future. One of the deceptions via one of the frontmen for this project in several public meetings has been that the 96-acre tract would be developed into one acre lots by local builders such as Bobby Eastland and Jordan Fleming. But it has multiple times publicly been deceptively omitted that the intended developer of the 150-acre tract. Summit Development, LLC was created in 2024 and is a hidden arm of Signature Homes in Birmingham, whereby after four months y'all now are the first to learn that. And there is much more to learn on that front.

The residential density on the 150-acre tract is being presented as RS-12, 12,500 square foot lots, which is the wrong density for the 150 acres, but the proposed lots are for only 8,500 square foot and units to be only 5 yards apart – or one half of a first down.

If the 150 acres remains un-annexed and in the county then a future development would be required to have 40,000 square foot lots, or near one acre lots. Bingo! That would be great and also thereby the same as the reasonable development being proposed on the adjacent 96-acre tract. So, I'm about to run out of time and I brought this diagram here (holds up folded tri-fold) which is very significant. I'm going to make sure I get back from the turtle races in Tahiti to be at the next meeting to show you what's on this board as my point when I'm here next.

Stuart Lawson, you can now come out of your panic; I'm not going to show your fishing holes.

2. Phillip Donnell, 914 Maple Hill Road: I agree with what Mr. Dodson had to say. What I'm concerned with is what the public is hearing about this project that Summit Development is wanting to do. It was quoted in the newspaper that this project is actually 427 homes less than what could be built there. That is not accurate. Like you said, if it was left in the county, that's 40,000 square foot lots. I would just like that to be heard by everyone because at the SP Committee, it was sent forward with a negative recommendation. The City Planning said that they didn't want it. It's too much for them to maintain five miles of roadway and everything that goes with that infrastructure. Yet, when it went to the Planning Commission, it seemed like it went through really fast. There was an amendment that I couldn't even wrap my head around that was voted on immediately and it passed on through with a positive recommendation. I talked to some folks and they were under the impression that this could possibly have 700 homes on it and that is just not accurate. Thanks for your consideration.

3. Jim Dunn, 1709 Blairmont Drive: I don't have much. I was just going to say to all of you on behalf of my people out there with the homeowners, we wish all of you a Merry Christmas. We hope you have a great new year. I hope all of you enjoy the holidays. We also want to say that Lebanon is one of the fastest growing cities in America. I have lived in four states and I moved out here mostly because there was nobody here. I left downtown Lebanon the other night around the loop there and I counted 161 cars before I could get back around to my street. So, you've got a lot of things going. I know all of you work hard. I just want you to know that we

appreciate all the work that y'all do and keep up the good work. We won't always agree with you but this is a good group to argue with. (laughter)

Anyway, Merry Christmas and Happy New Year to all of you and we appreciate the work you do. Thank you.

COMMUNICATION FROM MAYOR:

I have a few things. One is some sad news. A couple of days ago, Carl Wood passed away. Carl Wood served as councilor for Ward 1 from 1997 to 2005 and before that he worked at TDOT. He was the TDOT Commissioner for a while. I want to send out condolences to his family. Many of you know Jody Vance and he is Jody's father-in-law. Please keep their family in your prayers as they go through visitation tonight and services tomorrow. Mr. Wood was a big part of the city and obviously served, so we appreciate everything he did and he is one of Joey's predecessors and he served that area well. We just want to remember them tonight.

Also tonight, I am reappointing Tyler McNutt to the Airport Commission. He has served one term and his term is almost up, so he's agreed to serve another term. I appreciate that.

I did send you guys an email a few days ago announcing our new Finance Director, Lindsey Wolfenbarger and she's sitting right over here (pointed to Lindsey). We went through a really good interview process. We had a panel put together and Councilor Crowell served on the interview panel. Lindsey has accepted that position and I think we'll all work well together. Stuart is going to be hard to replace, but we know you can do it and as I said before, if we need Stuart anytime in the future, we can probably find him at Bass Pro Shop. They've already started the process of transitioning and Lindsey is working with Stuart to hit the ground running. Lindsey, Thank you. Is there anything you want to say?

Lindsey Wolfenbarger responded: I'm honored and excited. Thank you, once again.

Mayor Bell continued: This is our last meeting this year, so I just want to thank everyone for the work that you've done this past year. As Mr. Dunn said, it is hard work and all the councilors work hard to do this. I appreciate everything that you guys have done. I want to wish everyone a Merry Christmas and a Happy New Year. I know there will be a lot of comings and goings over the next few weeks as people travel both to here and from here. So, everyone be safe out there and remember what this is all about. Christmas and what we are celebrating; we'll be with family and friends and getting a lot of gifts and sitting around a lot of Christmas trees. But this is about the birth of Christ and this is a special time of year. Everyone, please enjoy it.

REPORTS FROM MAYOR PRO TEM / ALDERMEN / OFFICERS:

1. Councilor Joey W. Carmack: I want to echo what you said about Carl Wood. I was in school at the time he was on the council, but I knew him. I used to watch TV and see him on the council meetings. When I was first elected, he called and talked to me about it. So, keep his family in your thoughts and prayers. Also, keep General Tommy Thompson's family in your thoughts and prayers. He's one of the longest serving district attorneys in the 15th Judicial District. I had to

honor of knowing him since I was a kid and it was a great loss to the community and he served the community well.

As far as the Maple Hill items that y'all were talking about; we'll discuss that in January when the new year gets here. But 700 homes being able to be put on it, Josh, that's incorrect, right? It's an SP, so it's controlled by us.

Josh replied: That's correct. The proposal is an SP, so the number of units would be set in that SP. The number I think they are referring to would be the maximum possible amount based on the future land use plan. That's not typically a realistic number you would get. But if you were to take the total area of the property and multiply that by the allowed density in that future land use category, that's the number you would come up with.

Councilor Carmack continued: The other acreage that was mentioned as well, we're not required to annex anything, correct. I mean, it's not like we have to annex all that in. It's not going to come.

Josh answered: That's correct. It's not in our growth boundary, but we do not have to annex it.

Councilor Carmack added: I also want to wish everyone a Merry Christmas and a Happy New Year.

2. Councilor Geri Ashley: I don't have anything. I just wanted to say Merry Christmas to everyone. Have a great holiday.

3. Councilor Camille Burdine: I don't have that much to say either other than Merry Christmas and have a Happy New Year and thank you Mr. Dunn and your HOA for all you do for us and remembering us. There's a couple of people, Mr. Dunn and Mrs. Conrad, that always come and make sure we are doing everything right. We appreciate you all even though you are not elected but sitting here with us every night that we are. So Merry Christmas.

4. Councilor Chris Crowell: Looks like a lot of time is being yielded to me here tonight. So, I hope everyone's had their coffee (laughter). I'm just kidding. I did want to echo what Joey said about condolences to the Wood and Thompson families and their loss. It's really tough to lose someone during the holidays, so our condolences certainly go out to those great families.

I wanted to echo what the Mayor said about Lindsey too. It was a privilege to serve on that search committee and evaluation committee. I didn't really know Lindsey that much. I think I had planted some flowers with her over at the Hartmann Park across from the high school. I got to plant a flower or two with her and one of her children, maybe a couple of them. She definitely has an impressive background with the state and her education and training. She's definitely had continuous learning through the years and has shown a lot of initiative and I think has grown a lot with Stuart's leadership in the department. I certainly look forward to working with her and am excited about that.

I also wanted to mention - my wife and I unfortunately were at a wedding out of town in South Carolina over the weekend when the In-N-Out opened. One of the ladies that served our table was originally from Pennsylvania. She asked where we were from and I said "Tennessee". She said "Oh, I saw where an In-N-Out was opening in Tennessee". I said "Actually, it's in our

hometown”. She said, “Well, I’m planning on driving up there just to partake”. I’m assuming that’s about eight hours. A lot of attention there and excited about that and several of the other businesses coming not only to Ward 4, but throughout the city. So, it’s an exciting time to be in our town. I always appreciate folks holding us accountable and making sure that we’re the best we can be and I hope everyone has a Merry Christmas and a Happy New Year. Thank you, Mayor.

5. Councilor Tick Bryan: Thank you, Mr. Dunn and thank you, Derek. I appreciate what you’re doing. I know you don’t hear that a lot, but I do. And welcome (directed to Lindsey Wolfenbarger). I’ve got a Carl Wood story if you want to hear it. Carl Wood and Jane, his wife – wait, that was the Jetson’s (laughter) – were good friends with my in-laws, J.T. Robinson and Martha Robinson. They were good friends and used to eat at Frankie’s all the time when Frankie’s was open. We were down there with them one day and Carl asked me, “Do you have a metal detector?” I said, “Well, yeah, I do have a metal detector.” He said, “Will you come over to the house and help me find this landscaper’s wedding ring?” He was putting mulch around the shrubberies and things and when they guy left, his wedding ring was gone. I told him I’d be glad to. I went home and I got the metal detector and met Carl out in the yard. I said, “Just show me in a general ballpark area where you think he lost this ring.” He said, “Well, it was right over here by this mulch, I think.” So, I started in about a 20 by 20 square. I started “boop, boop” swinging that thing. All of a sudden, boop boop – boop boop. That’s a good sign when you hear that. (laughter). Boop boop boop boop boop boop boop boop – it started going off. I reached down into the grass. I didn’t even know what I was reaching for and I pulled that ring up out of the ground and it was one of those black wedding rings so it would have been impossible to have see it, you know. I gave it to Carl and Carl took it down to the pawn shop and hocked it. (laughter). No, he called the guy and the guy came over and got it and he said when that guy saw that ring, he started crying because he just knew - he never told his wife that he lost it because he knew she would kill him, you know. So that was a Carl Wood story and that’s one thing I remember about Carl. He was a real funny guy and we always cut up a lot together and everything. He was something else. That’s all I have. Thank you.

6. Councilor Phil Morehead: I don’t have anything near as exciting, but I do want to thank Mr. Dunn and Mr. Dodson because I do think they keep us on our toes. It’s always interesting to hear what’s going to come out of your mouth, Derek. See what we failed to do or what we’re thinking about failing to do apparently, but I do enjoy having you here. I do want to welcome Lindsey. Looking forward to working with you. I do want to thank the staff, all of the staff, for all the hard work they do all year. It’s not an easy job trying to run this city and they do a fantastic job. For those of you who are traveling, please be safe. I would like to think that I’m going to see everybody back here the first of the year. So, wherever you’re going, be careful. It’s not that big of a deal if you’re late, but that you get there safe as opposed to not making it there because you’re trying to be in a hurry. Mayor, for the first time I now realized when I grew up, we never did get gifts at our house. They always talked about the birth of Jesus Christ. We couldn’t afford gifts. So now that I know some people do get presents on Christmas, I’m gonna have to go talk to my wife.

For the Christmas Parade, that was a fantastic parade. Hopefully, everybody was there. It was really, really a good time. I could not believe the number of people that were out there. Four of us were on the float. I think I had probably a good a time as any of those kids did. I was throwing out candy and I was sitting next to Tick. We were hitting people (with candy) and having all kinds of fun.

Councilor Bryan asked: Can I tell them about....There was this little kid and you know those Hershey's little nugget things? You could sling those things like a rock. People were holding their hands out and I was throwing them; people were catching them. It was exciting until I hit this little baby in the back of the head. Then it wasn't funny and it wasn't fun anymore. I did it, but I said, "It was him" (pointing to Councilor Morehead).

Councilor Morehead continued: The last thing I wanted to say was, at the last meeting I said I would give my critique of Councilman Crowell's performance of It's a Wonderful Life. We did go to that play. It was amazing. If you got to see it, I really, really was impressed with all of the characters, particularly the one guy who played about eight parts. I don't know how he was able to keep in character with that many people and remember all those different lines. I do have to say, Councilman Crowell, you did a hell of a job as Clarence. I was very impressed. You did a good job. Thank you, that's it, Mayor.

CONSENT:

Ordinance No. 25-7320, second reading, to approve bids and award contract for construction of Lebanon Square Northwest Quadrant Park Renovation, Project #CL25001 and to approve related budget amendments, by Lee Clark, Public Works Director; Kristen Rice, Executive Director of Engineering & Planning, and Rick Bell, Mayor.

Ordinance No. 25-7321, second first reading, to authorize budget amendment to roll over the General Fund portion for the Northeast Quadrant of the Square Improvements Project CL22002, by Stuart Lawson, Commissioner of Finance & Revenue.

Ordinance No. 25-7322, second reading, to approve budget amendments for replacement vehicles for the Meter Reader Department, by Stuart Lawson, Commissioner of Finance & Revenue.

Ordinance No. 25-7323, second reading, to approve Gas System Rehabilitation & Improvements Contract Addendum No. 4 with James N. Bush Construction, Inc. and to approve the related budget amendment, by Chad Mueller, Gas Department Manager and Regina Santana, Utilities Director.

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

OLD BUSINESS:

Ordinance No. 25-7317, second reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by changing SE Tater Peeler Road from RR- Rural Residential to IL – Light Industrial in Ward 3 (Request by Jadian IOS) (Planning Commission recommended approval by a vote of 9-0 at their October 28, 2025 meeting).

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

NEW BUSINESS:

Ordinance No. 25-7324, first reading, to approve grant contract with the Tennessee Department of Environment and Conservation for playground improvements at Don Fox, to authorize engineering services, and to approve the related budget amendment, by Kristen Rice, Executive Director of Engineering & Planning and William Porter, Parks & Recreation Director.

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

Ordinance No. 25-7326, first reading, to approve a budget amendment for the Street Department to roll over funds for the purchase of a tilt front hitch, by Lee Clark, Public Works Director.

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

Ordinance No. 25-7327, first reading, to authorize the issuance of a refund to Bridgetown Foods due to gas overbilling and to approve the related budget amendment, by Chad Mueller, Gas Department Manager.

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

Ordinance No. 25-7328, first reading, to approve the Consent Decree in Tennessee Riverkeeper, Inc. vs. City of Lebanon, Tennessee, US District Court Case No. 3:23-CV-01369 and to approve the related budget amendment, by Andy Wright, City Attorney.

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

Resolution No. 25-2799, to authorize advertising bids for the 2026 Paving and Striping Projects, by Kristen Rice, Executive Director of Engineering & Planning and Jake Pruitte, Capital Projects Manager.

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

The December 16, 2025 Regular Called Lebanon City Council Meeting adjourned at 6:25 p.m.

Attest:

Approved:

Stuart Lawson
Commissioner of Finance & Revenue

Rick Bell
Mayor

Secretary:

Kristen Ragsdale

ORDINANCE NO. 25-7324

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT
OF ENVIRONMENT AND CONSERVATION FOR PLAYGROUND
IMPROVEMENTS AT DON FOX PARK, TO AUTHORIZE ENGINEERING
SERVICES, AND TO APPROVE THE RELATED BUDGET AMENDMENT**

WHEREAS, the Lebanon City Council adopted Res. No. 24-2686 on February 6, 2024, supporting applications to the TDEC Local Parks and Recreation Fund grant program for improvements at Don Fox Park; and

WHEREAS, the city has been awarded such a grant for renovations at Don Fox Park that include resurfacing the playground area and ADA site improvements; and

WHEREAS, the required grant contract is attached hereto by reference as if appearing verbatim herein; and

WHEREAS, budget amendments are necessary to cover the cost.

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

Section 1. The Grant Contract between the State of Tennessee, Department of Environment and Conservation and City of Lebanon for the 2025 LPRF City of Lebanon project at Don Fox Park, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute such grant contract.

Section 2. The 50% local match required by such TDEC grant of Three Hundred Fifty-Three Thousand, Six Hundred and Twenty-Five Dollars (\$353,625.00) is hereby approved.

Section 3. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2025 - 2026 City of Lebanon budget as follows:

Department: Community Park		
From: 11090000-79000	Budget Fund Balance	\$361,375.00
1102-33327	Grant	\$353,625.00
To: 11044420-79300	Improvements	\$715,000.00

Section 4. The Engineering Department is hereby authorized to retain engineering services for such project. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute any required agreements for such engineering services.

Ord. No. 25-7324

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Section 5. 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: 12/16/2025

Passed second reading: _____

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

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Community Park

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 361,375.00	
1102-33327	Grant	\$ 353,625.00	
	Total	\$ 715,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11044420 79300	Improvements		\$ 715,000.00
	Total		\$ 715,000.00

REQUESTED BY William Porter, Kristen Rice

DATE 11/26/2025

DEPARTMENT HEAD William Porter, Kristen Rice

DATE 11/26/2025

COMM. OF FINANCE 

DATE 11-26-25

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

TDEC grant for Don Fox Park Playground Improvements - Grant is 50% state & 50% local.

ORDINANCE NO. ~~XX-XXXX~~

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE GRANT CONTRACT WITH THE TENNESSEE DEPARTMENT OF
ENVIRONMENT AND CONSERVATION FOR PLAYGROUND IMPROVEMENTS AT
DON FOX PARK, TO AUTHORIZE ENGINEERING SERVICES, AND TO
APPROVE THE RELATED BUDGET AMENDMENT**

WHEREAS, the Lebanon City Council adopted Res. No. 24-2686 on February 6, 2024, supporting applications to the TDEC Local Parks and Recreation Fund grant program for improvements at Don Fox Park; and

WHEREAS, the city has been awarded such a grant for renovations at Don Fox Park that include resurfacing the playground area and ADA site improvements; and

WHEREAS, the required grant contract is attached hereto by reference as if appearing verbatim herein; and

WHEREAS, budget amendments are necessary to cover the cost.

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

Section 1. The Grant Contract between the State of Tennessee, Department of Environment and Conservation and City of Lebanon, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute such grant contract.



Section 2. Such TDEC grant requires a local match of Three Hundred Fifty-Three and Six Hundred and Twenty-Five Thousand Dollars.

Section 3. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2025 - 2026 City of Lebanon budget as follows:

Department: Community Park

From: 11090000-79000	Budget Fund Balance	\$361,375.00
1102-33327	Grant	\$353,625.00
To: 11044420-79300	Improvements	\$715,000.00

Section 4. The Engineering Department is hereby authorized to retain engineering services for such project.

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
12/15/2025	12/14/2028	32701-26-150	88905		
Grantee Legal Entity Name				Edison Vendor ID	
City of Lebanon				0000001567	
Subrecipient or Recipient		Assistance Listing Number: N/A			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: June 30			
Service Caption (one line only)					
Local Parks and Recreation Fund (LPRF) grant for the 2025 City of Lebanon Don Fox Park Improvements (GMS: 2025-12155)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026	\$353,625.00	\$0.00	\$0.00	\$0.00	\$353,625.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2028	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2029	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$353,625.00	\$0.00	\$0.00	\$0.00	\$353,625.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grant applications are competitively scored based on criteria in an Open Project Selection Process (OPSP) found in the Local Park and Recreation Fund Application Manual. Applications receiving the highest scores are awarded grants. The grant amount awarded is based on the amount requested by the grantee, with consideration of eligibility.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
					
Speed Chart (optional)		Account Code (optional)			
EN00016412 32719		71302000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
CITY OF LEBANON**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of Lebanon, hereinafter referred to as the "Grantee," is for the provision of 2025 LPRF City of Lebanon project at Don Fox Park, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000001567

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall implement the following activities as described in Attachment A: (1) land acquisition for local, state, or federal parks, natural areas, greenways; (2) land acquisition for recreational trail facilities; (3) trail development and rehabilitation; (4) capital projects in parks, natural areas, and greenways, and, (5) trail training, trail patrols and trail safety education.
- A.3. The Grantee agrees to comply with the provisions of the Public Recreation Grant Manual.
- A.4. The Grantee has been provided a copy of the Public Recreation Grant Manual.
- A.5. Work completed under this Grant Contract is subject to inspection by the Recreation Consultants.
- A.6. The Grantee shall complete playground improvements at the existing playground area, including the removal and replacement of surfacing and the installation of ADA site improvements surrounding the playground, as detailed in the Grantee's proposal.
- A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal incorporated to elaborate supplementary scope of services specifications; and
 - d. The Recreation Fund Manual, provided to the Grantee as set out in section A.4.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on 12/15/2025 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Fifty-Three Thousand Six Hundred Twenty-Five Dollars (\$353,625.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
 Davy Crockett Tower
 500 James Robertson Parkway, 8th Floor
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Office of Outdoor Recreation.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any

changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Brian Clifford, Director
Office of Outdoor Recreation
Department of Environment and Conservation
Davy Crockett Tower
500 James Robertson Parkway, 8th Floor
Nashville, TN 37243
brian.clifford@tn.gov
Telephone # (615)571-0029

The Grantee:

Rick Bell
City of Lebanon
200 North Castle Heights Avenue
Lebanon, TN 37087
rick.bell@lebanontn.org
Telephone # (615) 443-2839

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. **HIPAA Compliance.** As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case

shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this

Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and

reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. **State and Federal Compliance.** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

CITY OF LEBANON:

Rick Bell
Rick Bell (Oct 28, 2025 13:41:56 CDT)

10/28/2025

GRANTEE SIGNATURE

DATE

Rick Bell

Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

David W. Salyers, P.E./msg
David W. Salyers, P.E./msg (Oct 30, 2025 14:51:45 CDT)

10/30/2025

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

ATTACHMENT A

PAGE 1

GRANT BUDGET				
CITY OF LEBANON – LOCAL PARKS AND RECREATION FUND				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:				
BEGIN: 2025-12-15				
END: 2028-12-14				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award ²	\$46,125.00	\$46,125.00	\$92,250.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
	Interest ²	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
	Depreciation ²	\$0.00	\$0.00	\$0.00
	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
	Capital Purchase ²	\$307,500.00	\$307,500.00	\$615,000.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	\$0.00	\$0.00	\$0.00
	GRAND TOTAL	\$353,625.00	\$353,625.00	\$707,250.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo/library-.html>).

² Applicable detail follows this page if line-item is funded.

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT A**PAGE 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
A/E, Grant Administration	\$46,125.00
ROUNDED TOTAL	\$46,125.00

CAPITAL PURCHASE	AMOUNT
Playground PIP Surfacing Site ADA Improvements, Walkway Upgrades and Parking Upgrades	\$307,500.00
ROUNDED TOTAL	\$307,500.00

ORDINANCE NO. 25-7326

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE STREET DEPARTMENT TO
ROLL OVER FUNDS FOR THE PURCHASE OF A TILT FRONT HITCH**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7026 on September 3, 2024, to roll over funds for various open and existing projects; and

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 move funds that were encumbered for machinery & equipment in the previous fiscal year for the purchase of a Tilt Front Hitch for 2014 Kenworth, T800, Viking 30R10 Plow from the Sourcewell Contract; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Street			
From: 11090000-79000	Budge Fund Balance		\$156,174.00
To: 11043110-79490	Machinery & Equipment		\$156,174.00

Section 2. The Mayor and Commissioner of Finance and Revenue are hereby authorized to execute any documents necessary for the purchase of a Tilt Front Hitch for 2014 Kenworth, T800, Viking 30R10 Plow from the Sourcewell Contract.

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

Ord. No. 25-7326

Page 2

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 12/16/2025

Passed second reading: _____

**CITY OF LEBANON
BUDGET AMENDMENT FORM
FY 2025-2026**

DEPARTMENT Street

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
From:			
11090000 79000	Budget Fund Balance	\$ 156,474.00	
		392.00	
To:			
11043110 79490	Machinery & Equipment		\$ 156,474.00
			392.00

\$ ~~156,174.00~~ \$ 156,174.00
 156,392.00 \$156,392.00 SF 12!

REQUESTED BY _____
DEPARTMENT HEAD Lee Clark
COMM. OF FINANCE Stuart Lawson *h.l.*
MAYOR _____

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

REASON FOR THIS TRANSFER:
 Roll over funds from Ordinance #24-7062 for the Street Department to purchase a Tilt Front Hitch for 2014 Kenworth T800, Viking 30R10 Plow off Sourcewell contract.

ORDINANCE NO. 25-7327

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE ISSUANCE OF A REFUND TO BRIDGETOWN FOODS DUE
TO GAS OVERBILLING AND TO APPROVE THE RELATED BUDGET
AMENDMENT**

WHEREAS, Bridgetown Foods informed the Gas Department of a discrepancy in billing and after investigation by the Gas Department, it was determined that the meter had an incorrect correction factor setting on the meter which originated from a manufacturer configuration error at the time of meter installation; and

WHEREAS, the Gas Department and Billing Department have coordinated on the corrected usage amounts after the correction factor on the meter was updated to process the appropriate billing adjustments and prepare the refund amount; and

WHEREAS, it is now appropriate to issue a refund to Bridgetown Foods for the overbilled natural gas consumption beginning October 1, 2024; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: General / Gas

From: 11090000-79000	Budge Fund Balance	\$700,000.00
415 37940	Transfer from Other Funds	\$700,000.00
To: 11044445-77150	Transfer to Other Funds	\$700,000.00
41590001-79010	Budget Retained Earnings	\$700,000.00

Section 2. The Gas Department is hereby authorized to issue a refund to Bridgetown Foods in the amount determined by the Customer Service Billing Department, based on corrected consumption data, and verified by the Commissioner of Finance and Revenue.

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: 12/16/2025

Passed second reading: _____

MEMORANDUM**To:** City of Lebanon City Council**From:** Chad Mueller, Gas Department Manager**Date:** 12/5/2025**Subject:** Billing Adjustment Request for Bridgetown Foods – Meter Correction Factor Error

Purpose:

The purpose of this memorandum is to inform City Council of a billing discrepancy affecting Bridgetown Foods and to document the reason for requesting a billing rebate adjustment.

Summary of Issue:

Bridgetown Foods recently notified the Gas Department regarding concerns with their billed gas usage. Upon review, we determined that the discrepancy was caused by an incorrect correction factor setting on their meter. This issue originated from a manufacturer configuration error at the time of meter installation, which resulted in the correction factor being off by a factor of ten.

While the physical meter index readings were accurate, the incorrect correction factor caused the calculated usage totals to be overstated. As a result, Bridgetown Foods has been overbilled for natural gas consumption beginning October 1, 2024.

Corrective Actions Taken:

- The correction factor has been updated, and the meter is now operating properly and within specification.
- The Gas Department is compiling accurate usage data for the affected period using corrected calculations.
- Customer Service Billing will utilize these corrected figures to process the appropriate billing adjustments and prepare the rebate amount for Council approval.

Additional Context:

Discrepancies of this nature can be difficult to identify internally. The Gas Department does not have firsthand knowledge of each customer's operational schedules or production cycles, which can cause legitimate fluctuations in daily or monthly gas usage. Although we maintain information on connected load, we are not directly involved in customer-specific processes, making it harder to detect unusual usage patterns without customer feedback.

We appreciate Bridgetown Foods promptly bringing this matter to our attention, allowing us to correct the issue and prevent further overbilling.

Request:

We respectfully request Council's approval to issue a billing rebate to Bridgetown Foods in the amount determined by Customer Service Billing, based on corrected consumption data provided by the Gas Department.

Please let me know if additional documentation, calculations, or verification are required.

**CITY OF LEBANON
BUDGET AMENDMENT FORM
FY 2025-2026**

RCVD DEC 5 2025

DEPARTMENT General/Gas

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
From:			
11090000 79000	Budget Fund Balance	\$ 700,000.00	
415 37940	Transfer from Other Funds	\$ 700,000.00	
To:			
11044445 77150	Transfer to Other Funds		\$ 700,000.00
41590001 79010	Budget Ret Earnings		\$ 700,000.00
		\$ 1,400,000.00	\$ 1,400,000.00

REQUESTED BY Chad Mueller
DEPARTMENT HEAD _____
COMM. OF FINANCE _____
MAYOR _____

DATE _____
DATE _____
DATE _____
DATE _____

REASON FOR THIS TRANSFER:

ORDINANCE NO. 25-7328

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE CONSENT DECREE IN TENNESSEE RIVERKEEPER, INC. VS.
CITY OF LEBANON, TENNESSEE, US DISTRICT COURT CASE NO. 3:23-CV-01369
AND TO APPROVE THE RELATED BUDGET AMENDMENT**

WHEREAS, suit was brought against the City of Lebanon in federal court by Tennessee Riverkeeper, Inc. pursuant to the provisions of Section 505(a)(1) of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1365(a)(1); and

WHEREAS, negotiations have been ongoing between the City of Lebanon and the Plaintiffs wherein the City of Lebanon has completed construction of a new pump station and force main for the treatment of leachate from the landfill, the City achieved termination of NPDES Permit No. TN00784171, the City has closed and remediated the constructed wetland cells that were formerly used to treat the landfill's leachate before the leachate was re-routed to the City's Wastewater Treatment Plant, and the City will work with TDEC to amend the existing Consent Order dated March 5, 2024 to reflect completion of the wastewater diversion project, the remediation of the constructed wetland cells, and the termination of the Permit; and

WHEREAS, the City of Lebanon and the Plaintiffs have reached a final agreement disposing of the case, which has been incorporated into a consent decree that has been filed with the court; and

WHEREAS, a budget amendment is necessary to cover the attorney's fees and costs for the Plaintiff as ordered in the consent decree.

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

Section 1. That the City of Lebanon hereby approves the Consent Decree, attached hereto and incorporated by reference as if appearing verbatim herein, in the matter Tennessee Riverkeeper, Inc. vs. City of Lebanon, Tennessee, US District Court Case No. 3:23-CV-01369.

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

Department: Legal		
From: 11090000-79000	General Fund	\$33,657.00
To: 11041120-72510	Legal	\$33,657.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: 12/16/2025

Passed second reading: _____

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

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

DEPARTMENT Legal

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	General Fund	\$ 33,657.00	
Total		\$ 33,657.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041120-72510	Legal		\$ 33,657.00
Total			\$ 33,657.00

REQUESTED BY	<u>Beth Ehelrt</u>	DATE	<u>12/8/2025</u>
DEPARTMENT HEAD	<u>Andy Wright</u>	DATE	<u>12/8/2025</u>
COMM. OF FINANCE	_____	DATE	_____
MAYOR	_____	DATE	_____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:
TN Riverkeeper Consent Decree \$33,657.00

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

TENNESSEE RIVERKEEPER, INC.,)	
)	
Plaintiff,)	
)	
v.)	No. 3:23-cv-01369
)	
CITY OF LEBANON, TENNESSEE,)	
)	
Defendant.)	

CONSENT DECREE

Based upon the parties factual stipulations (Doc. No. 40-1 at 1-2) and Joint Motion for Entry of Consent Decree, (Doc. No. 42), the Court rules as follows:

1. This Court has jurisdiction pursuant to Section 505(a) of the Clear Water Act (“CWA”), 33 U.S.C. § 1365(a).
2. This Consent Decree shall inure to the benefit of, and be binding upon, the parties and their successors, assigns, officials, agents, representatives, officers, directors, and employees. Changes in the organizational form or status of a party shall have no effect on the binding nature of this Consent Decree or its applicability.
3. This Consent Decree, and any injunctive relief ordered within, applies solely to the City’s discharge of wastewater subject to the Permit and/or to the acts, facts, and transactions described or alleged in Tennessee Riverkeeper’s Notice of Intent and Complaint.
4. This Consent Decree is a full and complete settlement and release of any and all claims and demands of any kind, nature, or description whatsoever, and from any and all liabilities, damages, injuries, costs, attorneys’ fees or expenses, actions or causes of action of any nature whatsoever, either at law or in equity, known or unknown, fixed or contingent, which

Tennessee Riverkeeper may have against the City and its respective affiliates, divisions, insurers, successors, assigns, and current and former employees, attorneys, officers, directors and agents arising from, or related to, the discharge of wastewater subject to the Permit and/or the acts, facts, or transactions described or alleged in Tennessee Riverkeeper's Notice of Intent and Complaint. Upon termination of this Consent Decree, these claims shall be released and dismissed with prejudice.

5. This Consent Decree is a settlement of disputed facts and law. It is not an admission or adjudication regarding any allegations by Tennessee Riverkeeper in this case or of any fact or conclusion of law related to those allegations. Neither this Consent Decree nor any payment pursuant hereto shall constitute evidence or be construed as a finding, adjudication, or acknowledgement of any fact, law, or liability, nor shall it be construed as an admission of any violation of any law, rule, or regulation.

6. Injunctive Relief. The parties agree to the following injunctive relief in full and complete satisfaction of all the claims covered by this Consent Decree:

a. The City has successfully completed construction of a new pump station and 1.5 miles of 4-inch force main municipal connection at the Facility. The City has invested almost two million dollars (\$2,000,000) in the wastewater diversion project and with its completion, the Facility's leachate collection system now connects to the City's municipal collection system and pumps the Facility's leachate to the City's WWTP.

b. The City achieved termination of NPDES Permit No. TN0078417.

c. The City has closed and remediated the constructed wetland cells that were formerly used to treat the Facility's leachate before the leachate was re-routed to the City's WWTP.

d. The City will work with TDEC to amend the existing Consent Order dated March 5, 2024 to reflect the completion of the wastewater diversion project, the remediation of the constructed wetland cells, and the termination of the Permit.

7. Attorneys' Fees and Costs. Within thirty (30) calendar days of the entry of this Consent Decree, the City shall pay Tennessee Riverkeeper's attorney's fees and costs in the total amount of Thirty-three Thousand Six Hundred Fifty-seven and 00/100 Dollars (\$33,657.00). This payment shall be in full and complete satisfaction of any claims Tennessee Riverkeeper may have under the CWA for all costs of litigation, including investigative, expert and attorneys' fees and costs incurred by Tennessee Riverkeeper that have or could have been claimed now or in the future in connection with Tennessee Riverkeeper's claims, up to and including the entry of this Consent Decree. Such payments shall be made by check payable to "Tennessee Riverkeeper and Mark E. Martin" and mailed to its attorney, Mark E. Martin, at the address in Paragraph 13, below. The payment of the above-stated amount as part of the compromise and settlement is meant to be a total amount of investigative, expert, and attorney's fees and costs incurred in this matter.

8. Retention of Jurisdiction/Dispute Resolution. This Court retains jurisdiction over this matter and, while this Consent Decree remains in force, this case may be reopened without a filing fee so that the parties may apply to the Court for any further order or relief that may be necessary regarding compliance with this Consent Decree or to resolve any dispute regarding the terms or conditions of this Consent Decree until it is terminated. A precondition to any application to the Court under this paragraph is that the parties must first seek to resolve the dispute themselves as follows: (1) the party identifying or wishing to raise an issue or dispute must provide the other party a written notice detailing the nature of the issue or dispute; and (2) within

thirty (30) calendar days of receipt of such notice, the parties shall meet and confer regarding the issue or dispute. If no resolution is reached at that meeting or within thirty (30) calendar days of the written notice, whichever occurs first, either party may file a motion with this Court to resolve the dispute. In any action to enforce this Consent Decree, the Court shall apply the same standard applied by courts in awarding fees and costs under section 505(d) of the CWA, 33 U.S.C. 1365(d), but the parties otherwise reserve all rights and arguments concerning the right to and the allocation of attorneys' fees and costs in connection with the resolution of any such dispute.

9. Termination. The obligations set forth in this Consent Decree shall terminate upon the completion of its terms and the closure of the TDEC Consent Order.

10. During the effective period of this Consent Decree, Tennessee Riverkeeper shall not support other lawsuits, by providing financial assistance, personnel time or other affirmative actions, against or relating to the Facility that may be proposed by other groups or individuals who would rely upon the citizen suit provision of the CWA to challenge the City's compliance with the Permit or any successor thereto.

11. Tennessee Riverkeeper and any consultants retained by Tennessee Riverkeeper shall not enter the Facility or take samples therefrom without first providing notice to the City and obtaining the City's prior written consent.

12. Notices. All notices and other communications regarding this Consent Decree shall be in writing and shall be fully given by mailing via first-class mail, postage pre-paid; by delivering the same by hand; or by sending the same via e-mail to the following addresses, or to such other addresses as the parties may designate by written notice, provided that communications that are mailed shall not be deemed to have been given until three (3) business days after mailing:

For Tennessee Riverkeeper

Mark E. Martin
P.O. Box 1486
Oneonta, AL 35121
mmartin@marketmartin.com

For the City of Lebanon

Andy Wright
City Attorney, City of Lebanon, Tennessee
200 N Castle Heights Ave
Lebanon, TN 37087
awright@lebanontn.org

Caroline D. Spore
Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN 37203
cspore@bradley.com

13. This Consent Decree constitutes the entire agreement between the parties. There are no other or further agreements, either written or verbal. This agreement may not be modified or amended except by a writing signed by both parties and entered by the Court.


14. Each party acknowledges that it has sought and obtained the advice of its own independent legal counsel before executing this Consent Decree. The parties acknowledge that they have had the opportunity to freely negotiate the terms of this Consent Decree.

15. If any term, covenant, or condition of this Consent Decree is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision included in this Consent Decree.

16. Each party shall, at the request of the other, execute, acknowledge, and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish and/or carry out the intent, spirit, and purposes of this Consent Decree.

17. The parties represent that, pursuant to 33 U.S.C. § 1365(c)(3), the proposed consent judgment has been served on the U.S. Attorney General and the Administrator of the U.S. Environmental Protection Agency (“U.S. EPA”), and after 45 days neither has made any comments or objections to the consent judgment. (Doc. No. 42-1 and 42-2).

IT IS SO ORDERED.



WAVERLY D. CRENSHAW, JR.
UNITED STATES DISTRICT JUDGE

RESOLUTION NO. 26-2810

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION AT UNADDRESSED PROPERTIES ON MAPLE HILL ROAD AND CARVER LANE (TAX MAP 46 PARCELS 18, 18.01 AND 21.01) 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 7-1 on November 17, 2025 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:

January 20, 2026

**UNADDRESSED PROPERTIES ON MAPLE HILL ROAD AND CARVER LANE
CITY OF LEBANON, TENNESSEE**

The City of Lebanon, Tennessee, is pursuing the annexation of about 246 acres at unaddressed properties on Maple Hill Road and Carver 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 on unaddressed properties on Maple Hill Road and Carver Lane has asked the City of Lebanon to consider annexing their property.

CITY OF LEBANON, TENNESSEE

Planning Commission Application
General Information & Signature Pages



Title of Project Sorelle
Street Location Maple Hill Road and Carver Lane
Tax Map/Group Number 095 046 Parcel 02101, 01800, 01801
Total Acreage +/- 246

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 246 Acres
- Annexation 246 Acres & Zoning to SP
- 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 Summit Development
Address 145 Bear Crossing Suite 310
Mt. Juliet, TN 37122
Telephone 615-336-9022
Email wmiller@summitdevllc.com

Surveyor/Engineer:

Name RaganSmith: Heather Grimes
Address 315 Woodland Street
Nashville, TN 37206
Telephone 615-244-8591
Email hgrimes@ragansmith.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.

[Signature]
Signature of Person Completing & Submitting this Application

Date Application Filed: 9-23-2025 Date of Requested Planning Commission Meeting: 10-28-2025
200 North Castle Heights Avenue • Lebanon, TN 38087 • (615) 444-3647 • Fax (615) 444-1515


Title of Project Sorelle

UCA 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


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



Application ID: EBED29E3-9205-F01-6A83-80602A4FF5B1

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



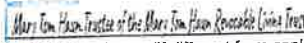


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 Signature of Applicant	09/19/25	 Richard C. Hawn, Trustee of the Richard C. Hawn Renewable Living Trust
	09/19/25	 Marie Tom Hawn, Trustee of the Marie Tom Hawn Renewable Living Trust

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.

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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 Sorelle



**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.

X 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

Wayne K. Miller
Applicant (Printed)

Wayne K. Miller
Applicant (Signed)

STATE OF TENNESSEE COUNTY OF WILSON

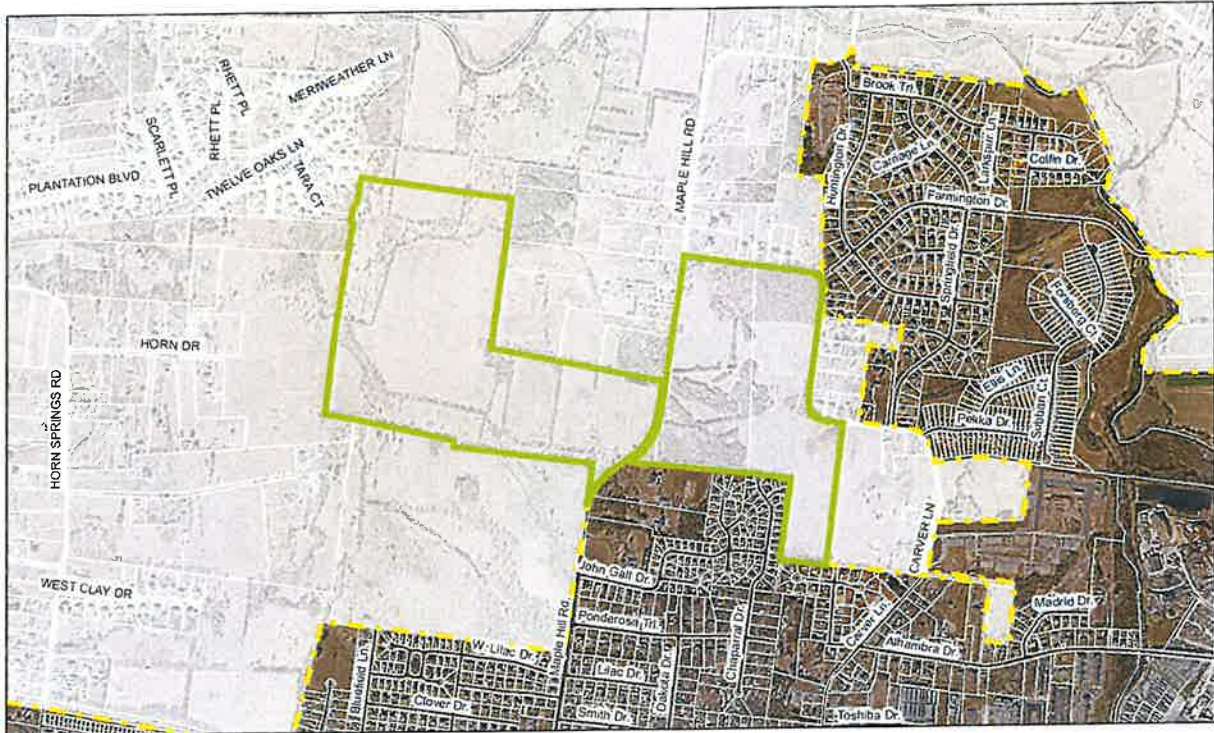
Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Wayne Miller, known to me to be the person who signed the foregoing instrument, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office this the 23rd day of September, 2025.

[Signature]
Notary Public



My Commission Expires: 7/25/29



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

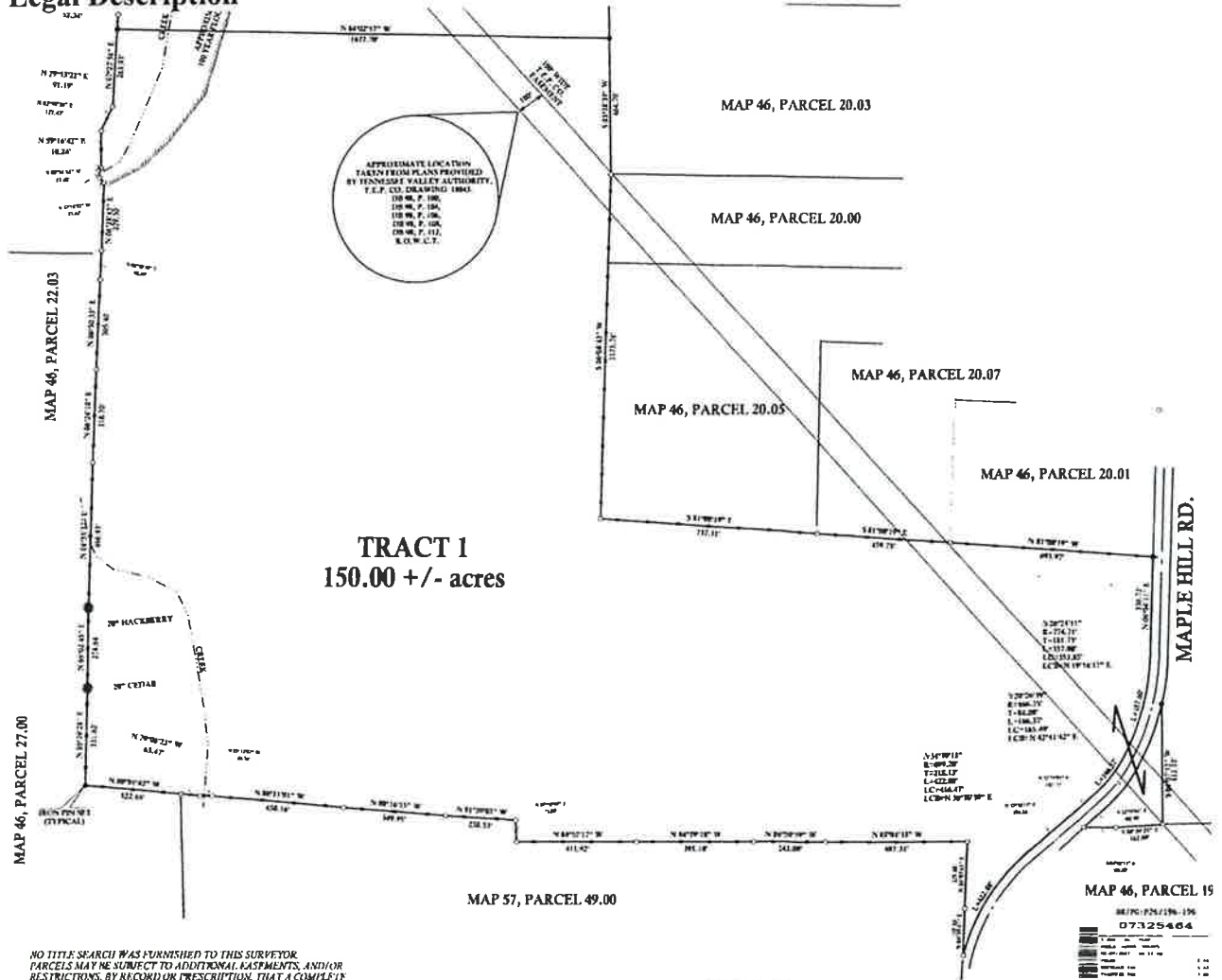
AERIAL

Sorelle Hybrid Specific Plan
Annexation and Hybrid SF Zoning
Unaddressed Maple Hill Road & Carver Lane

0 1,250 2,500 5,000 Feet



Legal Description



And including the Maple Hill Road right of way from the current city limits to the northern most point where this property abuts said right of way.

A tract or parcel of land, lying and being situate in the 3rd Civil District of Wilson County, Tennessee, and more particularly described as follows:

Beginning at an iron pin in the southerly right-of-way of Carver Lane (approximately 25 feet off of the centerline) at the northwest corner of Tract No. I, thence with the westerly line of Tract No. I South 5 degrees 20 minutes West 2,252.3 feet to an iron pin in a fence; thence with a fence North 85 degrees 42 minutes West 968.1 feet to an iron pin in an old road; thence with the center of said old road North 5 degrees 56 minutes East 435.1 feet to an iron pin in the easterly right-of-way of Maple Hill Road, (approximately 25 feet off of the centerline); thence with the said right-of-way of Maple Hill Road as follows: North 12 degrees 47 minutes East 60.0 feet to an iron pin; North 11 degrees 51 minutes East 60.0 feet to an iron pin; North 6 degrees 44 minutes East 1,344.0 feet to an iron pin, North 6 degrees 25 minutes East 383.4 feet to an iron pin at the intersection of the southerly right-of-way of Carver Lane; thence with the said right-of-way of Carver Lane (approximately 25 feet off of the centerline) South 83 degrees 56 minutes East 908.1 feet to the beginning and containing 48.697 acres, more or less, according to the survey of Clay D. Couch, Jr., Surveyor, made on March 5, 1974.

BEGINNING at an iron pin in the southerly right of way of Carver Lane (approximately 25 feet off the centerline) at the northeast corner of Tract No. 2; thence with said right-of-way of Carver Lane as follows; North 83 degrees 56 minutes East 364.3 feet to an iron pin; thence South 81 degrees 20 minutes East 128.2 feet to an iron pin; thence South 73 degrees 52 minutes East 50.0 feet to an iron pin; then South 55 degrees 05 minutes East 50.0 feet to an iron pin; then South 20 degrees 28 minutes East 50 feet to an iron pin; then South 4 degrees 15 minutes East 50.0 feet to an iron pin; then South 4 degrees 05 minutes West 100

feet to an iron pin then; thence South 5 degrees 22 minutes West 1116.5 feet to an iron pin then South 3 degrees 08 minutes East 60.0 feet to an iron pin; thence South 14 degrees 25 minutes East 60.0 feet to an iron pin at a corner of a triangle of property belonging to Agee; thence with the center of an old road around Agee's property South 2 degrees 04 minutes West 85.0 feet to an iron pin; thence South 83 degrees 16 minutes East 87.7 feet to an iron pin in the southerly right-of-way of Carver Lane; thence with said right-of-way of Carver Lane as follows: South 66 degrees 51 minutes East 60.0 feet to an iron pin; thence South 74 degrees 43 minutes East 60.0 feet to an iron pin; thence South 83 degrees 31 minutes East 185.1 feet to an iron pin in line with a fence; thence with a fence South 5 degrees 00 minutes West 1542.9 feet to an iron pin in a fence corner; thence North 83 degrees 40 minutes West 518.2 feet to an iron pin in a fence corner; thence North 6 degrees 09 minutes East 869.7 feet to an iron pin in a fence corner; thence North 84 degrees 01 minutes West 455.7 feet to an iron pin in a fence; thence North 85 degrees 42 minutes West 87.2 feet to an iron pin in a fence at the southeast corner of Tract No. 2; thence with the easterly line of Tract No. 2 North 5 degrees 20 minutes East 2252.3 feet to the beginning, containing 48.697 acres, more or less, according to the survey of Clay D. Couch, Jr., Surveyor, made March 5, 1974.

BEING Tract No. 1 of said land inherited by Frank Tatum and Ernest O. Tatum, from their mother, Mrs. Hettie Inez Tatum, and being the east half of said land that was conveyed by Ridley Kenton and wife, Lucille Kenton, to John W. Tatum and wife, Hettie Inez Tatum, by deed dated March 4, 1955, recorded in Deed Book 141, page 627, in the Register's Office for Wilson County, Tennessee.

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 City of Lebanon Water by a 6 inch PVC water main along Maple Hill Road. Any required extensions will be at the cost of the owner/developer.
- b. Sanitary Sewer – Sewer will need to be extended from the subdivision to the south east approximately 1,602 feet to serve all properties. 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

Middle Tennessee Electric serves this area.

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 part of the Maple Hill Road right-of-way as described in the legal description and is not located on a State Highway.
- d. The City and/or the County may require road improvements by the owner as this property develops.

6. Gas

These properties are served by City of Lebanon Gas by a 4 inch PE gas main along Maple Hill Road and a 2 inch PE gas main along Carver Lane. Any extension would need to be coordinated with the City of Lebanon Gas Department.

7. Schools

Lebanon Special Schools and Wilson County Schools are aware of this request and will accommodate any additional students from the annexation.

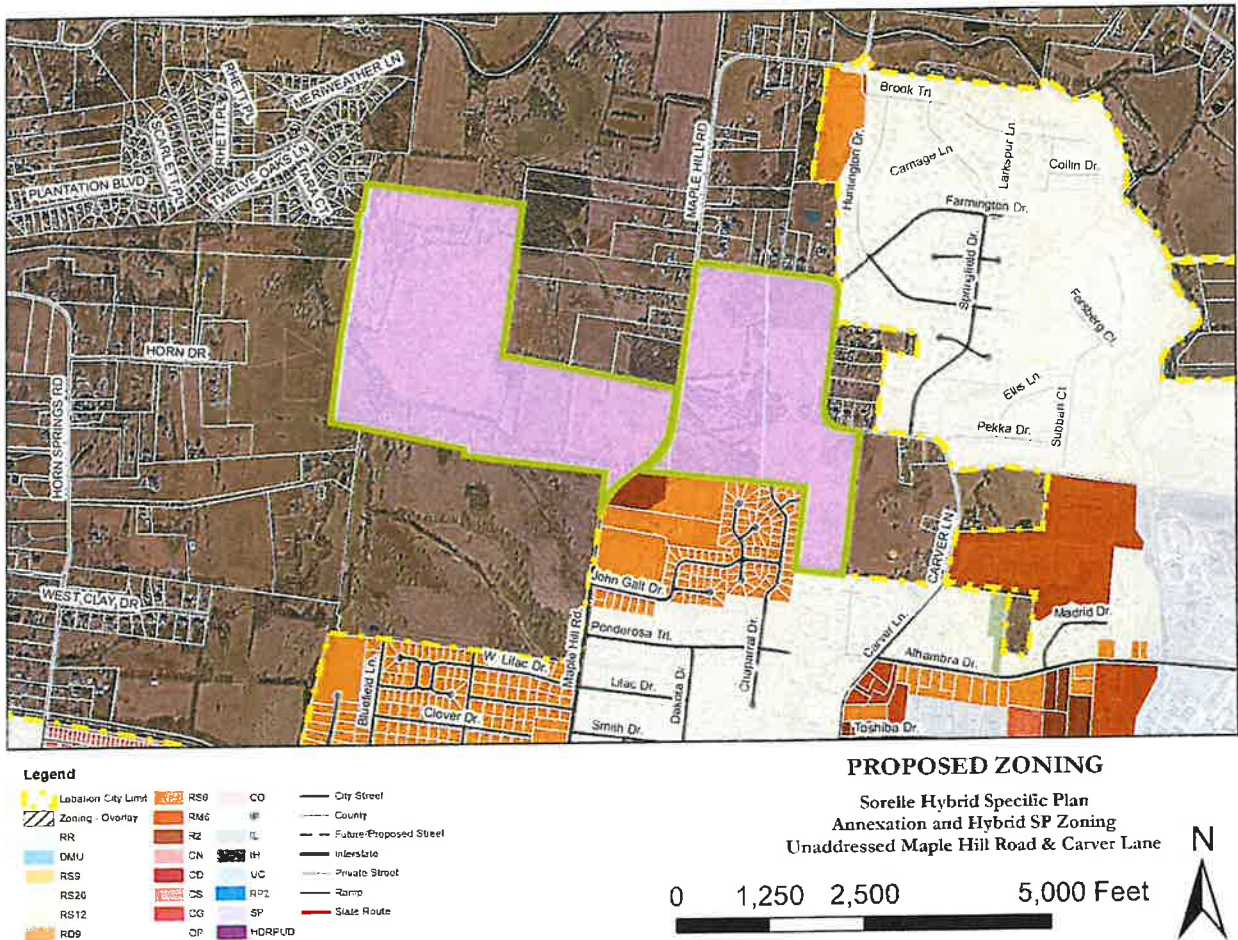
8. Inspection and Codes Enforcement

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

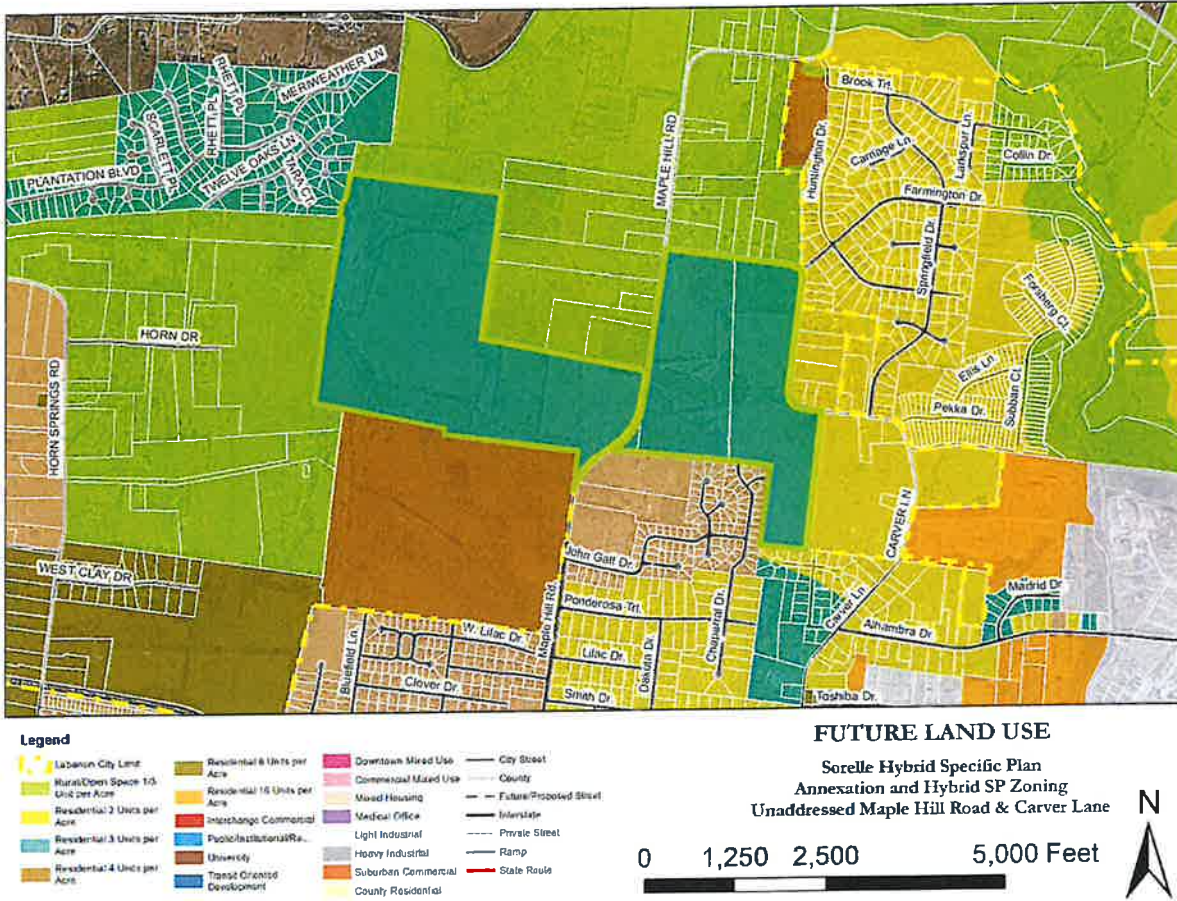
9. Planning and Zoning

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 annexation is Sorelle SP with a base zoning of RS12 & RS20 for a total of 311 residential units, and associated community amenities



- b. The Future Land Use Plan classification for this area is FLH3 – Residential 3 Units per Acre which supports the requested zoning.



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 \$444,800. This equals an assessed value of about \$111,300 for an agricultural property. The property tax generation from this property as a residential property in the City would be about \$3,814.8 per year. The estimated cost to serve this area is \$112,140.

Section 2. 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 December 10, 2025.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.

MAIN STREET MEDIA OF TN
PO Box 5009
Lebanon, TN 37088 US
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 # 492025460
DATE 12/10/2025
DUE DATE 01/01/2026
TERMS Due on receipt

SALES REP
LP

Legal Advertising:Legal Advertising
Legal Advertising Res #26-2810
Carver Lane wp 12-10

1

86.63

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BALANCE DUE

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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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PUBLIC NOTICE

In reference to Resolution No. 26-2810, 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 January 6, 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 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) 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.

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

12-10-2025

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

12-10-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



RESOLUTION NO. 26-2811

A RESOLUTION ANNEXING PROPERTY AT UNADDRESSED PROPERTIES ON MAPLE HILL ROAD AND CARVER LANE (TAX MAP 46 PARCELS 18, 18.01 & 21.01) TO BE ADDED TO WARD 1

WHEREAS, the owners have requested the annexation of these properties; 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 7-1 at the November 17, 2025 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 December 10, 2025.

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Attest:

Approved:

Commissioner of Finance & Revenue

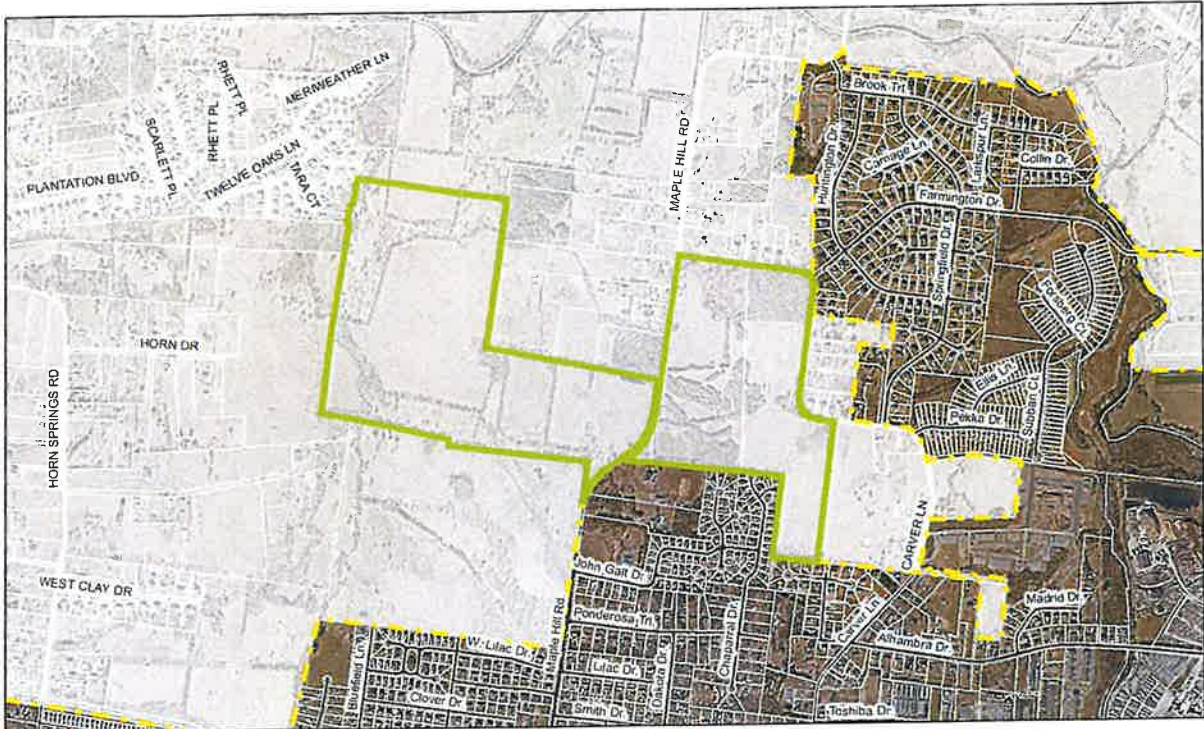
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



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

AERIAL

Sorelle Hybrid Specific Plan
Annexation and Hybrid SP Zoning
Unaddressed Maple Hill Road & Carver Lane

0 1,250 2,500 5,000 Feet



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Annex 246 acres wp 12-10

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STATE OF TENNESSEE

County of Wilson

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12-10-2025

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

12-10-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



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Wanted Cars & Vehicles For Sale Garage & Estate Sales Jobs Personals Real Estate & Auctions For Sale or Rent Services

NOTICE TO Respondents, Mother and Father, the State of Tennessee, Department of Children's Services, has filed a PETITION in regards to the minor child, KALEE SUMNER, DOB 7/02/2025; a further appears that contrary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to appear in the Juvenile Court of Sumner County, Tennessee located at 155 East Main Street, Galena, TN 37066, Tennessee, on the 6th day of January 2026 at 9:00 a.m. to personally answer the PETITION. Failure to appear for the hearing on this date and issue, without good cause pursuant to the Tennessee Rules of Civil Procedure, will result in the loss of your right to contest the petition. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Sumner County Juvenile Court Clerk's Office. Entered the 4th day of November, 2025 David Howard, Juvenile Judge. Prepared by State of Tennessee Department of Children's Services Lon W. McDougall, EPF #22507 Assistant General Counsel 353 Maple Street, Suite 201 Galena, TN 37066 Wilson Post 11/26/2025 12/02/2025 12/17/2025

Maad, by publication in the Wilson Post, located in Wilson County, Tennessee, and online as well. IT IS SO ORDERED, ADJUDGED, AND DECREED. Melanie Taylor Jefferson CHANCELLOR MELANIE TAYLOR JEFFERSON DATE: 11-14-25 Submitted for entry by: Rachel Meadows Austin Rainey (61421) Rachel Meadows (203831) 8501 Caranahue Parkway, Suite 103 Memphis, Tennessee 38018 Phone: (901) 372-6003 Fax: (901) 383-6599 ajefferson@tncourts.gov emeadows@tncourts.gov Wilson Post 11/26/2025 12/02/2025 12/17/2025

the Register's Office of Wilson County, Tennessee. It further appearing to the Court that the Plaintiff, that grants exist for obtaining service of process by publication upon the Defendants Alphonso L. Ashworth and Marlon C. Ashworth, their heirs, devisees, successors and assigns 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 58 L, (S) M, Group M, Parcel 4.00, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 100 Western Avenue, Lebanon, Wilson County, Tennessee. This property is also known as Lot 8 as shown on an unrecorded plat of subdivision of the said property in Wilson County, Tennessee. It further appearing to the Court that the Plaintiff 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 Paul E. Vidaris and wife, Kimberly G. Vidaris, their heirs, devisees, successors and assigns 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 Lebanon, Tennessee, the City of Mt. Juliet, Tennessee and the City of Watertown, Tennessee, whose attorney is ROBERT ROCHELLE, 109 North Castle Heights Avenue, Lebanon, Tennessee 37067, within thirty (30) 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 once weekly for four (4) consecutive weeks and, pursuant to TCA 1-3-120, on the website known as www.tennesseeattorneys.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Deputant Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025

DEFENDANTS YEAR NUMBER 2025 # 2025CV61 MAP-50 L GROUP: B PARCEL: 32.00 Description: 17 Sports Rd ASSESSED OWNER (S): Roba Ethorpe 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 Roba Ethorpe, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 32.00, and further described as lying in the 1st Civil District of Wilson County, Tennessee and being known as 11 Sports Road, Mt. Juliet, Wilson County, Tennessee. This property is also known as Lot 3E of Sportsman Acres Subdivision as shown on a plat of record in Book 438, at page 361, in the Register's Office of Wilson County, Tennessee. This property is also known as Lot 3E of Sportsman Acres Subdivision as shown on a plat of record in Book 438, at page 361, in the Register's Office of Wilson County, Tennessee. It is further appearing to the Court that the Plaintiff have made and are continuing to make, a diligent effort to locate and give notice to all interested persons.

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, AND THE CITY OF WATERTOWN, TENNESSEE. RAEBE ETHORPE vs. DELINQUENT TAXPAYERS, a tax proceeding. 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 Roba Ethorpe, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 33.00 Description: Lot 3W Sportsman Acres ASSESSED OWNER (S): Roba Ethorpe 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 Roba Ethorpe, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 33.00, and further described as lying in the 1st Civil District of Wilson County, Tennessee. This property is also known as Lot 3W of Sportsman Acres Subdivision as shown on a plat of record in Book 438, at page 361, in the Register's Office of Wilson County, Tennessee. This property is also known as Lot 3W of Sportsman Acres Subdivision as shown on a plat of record in Book 438, at page 361, in the Register's Office of Wilson County, Tennessee. It is further appearing to the Court that the Plaintiff have made and are continuing to make, a diligent effort to locate and give notice to all interested persons.

IN THE CHANCERY COURT OF SHEB BY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS LACEY ANNETTE MEAD Plaintiff, v. SHAWN ALLEN MEAD, Defendant. No. CH-25-1492 Part I ORDER GRANTING PLAINTIFFS MOTION FOR SERVICE BY PUBLICATION THIS CAUSE came before the Court on November 14, 2025, upon Plaintiff's Motion for Service by Publication, the Affidavit of Diligent Search, the statements of counsel for Plaintiff, and the report as a whole finding that good cause exists for service by publication. Plaintiff's Motion is GRANTED. Service upon the Defendant, Shawn Allen Mead, shall be completed by constructive service, and the Clerk of the Court is directed to serve the Defendant, Shawn Allen Mead. WANTED: CPA EA or experienced tax preparer for upcoming tax season. Prefer Drake Software experience, all duties of tax office. Excellent pay. Update school paid by company. Call 615-406-0898.

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, AND THE CITY OF WATERTOWN, TENNESSEE. PLAINTIFFS vs. DELINQUENT TAXPAYERS DEFENDANTS YEAR NUMBER 2025 # 2025CV61 2022 # 2024CV63 GROUP: PARCEL: 3.01 Description: 5.38 AC Flatwoods Rd ASSESSED OWNER (S): Paul E. Vidaris and wife, Kimberly G. Vidaris 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 Paul E. Vidaris and wife, Kimberly G. Vidaris, their heirs, devisees, successors and assigns 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 136, Parcel 3.01, and further described as lying in the 2nd Civil District of Wilson County, Tennessee and being known as Flatwoods Road, Lebanon, Wilson County, Tennessee and containing 5.38 acres, more or less and known as Tract 1 on that plat of record at Plat Book 24, Page 429 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 943, at page 1750 in

the Chancery Court of Wilson County, Tennessee. It further appearing to the Court that the Plaintiff, that grants exist for obtaining service of process by publication upon the Defendants Alphonso L. Ashworth and Marlon C. Ashworth, their heirs, devisees, successors and assigns 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 Lebanon, Tennessee, the City of Mt. Juliet, Tennessee and the City of Watertown, Tennessee, whose attorney is ROBERT ROCHELLE, 109 North Castle Heights Avenue, Lebanon, Tennessee 37067, within thirty (30) 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 once weekly for four (4) consecutive weeks and, pursuant to TCA 1-3-120, on the website known as www.tennesseeattorneys.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Deputant Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, AND THE CITY OF WATERTOWN, TENNESSEE. PLAINTIFFS vs. DELINQUENT TAXPAYERS DEFENDANTS YEAR NUMBER 2025 # 2025CV61 2022 # 2024CV63 GROUP: PARCEL: 4.00 Description: Lot 8 Westview ASSESSED OWNER (S): Alphonso L. Ashworth and Marlon C. Ashworth ORDER OF PUBLICATION It appearing from the Complaint and

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, AND THE CITY OF WATERTOWN, TENNESSEE. PLAINTIFFS vs. DELINQUENT TAXPAYERS, a tax proceeding as defined by TCA 67-5-2502 (4)(1)(D)

Continued on next page

PUBLIC NOTICE OF REGULAR MEETINGS OF THE WILSON COUNTY PLANNING COMMISSION

Notice is hereby given that the Wilson County Planning Commission will meet, until further notice, in regular public session on the dates listed below: meeting time will be 10 a.m.; the meetings will be held in the County Commission room of the Wilson County Courthouse, 228 East Main Street, for the purpose of considering and transacting all business that may come before said Commission, meeting may be postponed if inclement weather prevails and the Wilson County Courthouse is closed. Whenever reasonably possible, a copy of the agenda for any such meeting will be available for inspection at the Wilson County Development Services Office/Planning Division, located in the Courthouse Basement, Rm. 5, at least 24 hours in advance thereof, items may also be viewed on the following website: <https://www.wilsoncountyttn.gov/>

Friday, January 16, 2026	Friday, July 17, 2026
Friday, February 20, 2026	Friday, August 21, 2026
Friday, March 20, 2026	Friday, September 18, 2026
Friday, April 17, 2026	Friday, October 15, 2026
Friday, May 22, 2026	Friday, November 20, 2026
Wednesday, June 17, 2026	Friday, December 18, 2026

PUBLIC NOTICE

In reference to Resolution No. 26-2811, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed annexation approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) 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 Stahlke 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. 26-2810, 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 January 6, 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 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) 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 Stahlke 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

A public hearing will be held before the Wilson County Planning Commission on Friday, December 19, 2025 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 Josh White, ASM Land Surveyors, representing property owners Mathew & Candace Mooney, requesting to rezone property from (A-1) Agricultural to (R-1) Rural Residential. The property contains approximately 7.86 acres and is located at 4560 Benders Ferry Rd and is further referenced as Parcel 50.00 on Wilson County Tax Map 28. Application has been made by Land Solutions Company, LLC, representing property owner Derrell Cagle, requesting a Land Use Plan Amendment from a low density residential area to high-density/high-intensity commercial area, the applicant also seeks to rezone the same properties from (R-1) Rural Residential to (C-3) Highway Commercial. The property contains approximately 2.83 acres and is located at McCrary Rd and is further referenced as Parcel 36.14 on Wilson County Tax Map 137. A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING ACCESSORY DETACHED DWELLING UNIT AND HOW IT IS DEFINED. A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING USES PERMISSIBLE ON APPEAL IN THE C-2 GENERAL COMMERCIAL AND DEFINITION IN C-3 HIGHWAY COMMERCIAL DISTRICT AND I-1 LIGHT INDUSTRIAL DISTRICTS. A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING MAXIMUM HEIGHT OF PRINCIPAL AND ACCESSORY STRUCTURES. 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.wilsoncountyttn.gov/

PUBLIC NOTICE

In reference to Ordinance No. 26-7340, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to Sorrelle Hybrid Specific Plan 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 Stahlke 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.

ORDINANCE 26-7340

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY REQUESTING ZONING APPROVAL OF ABOUT 246 ACRES AT UNADDRESSED PROPERTIES ON MAPLE HILL ROAD AND CARVER LANE (TAX MAP 46 PARCELS 18, 18.01 & 21.01) TO SORELLE HYBRID SPECIFIC PLAN TO BE ADDED TO 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 FLH3 – Residential 3 Units Per Acre in the Future Land Use Plan; and

WHEREAS, the owner is asking for Sorelle Hybrid Specific Plan zoning; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this Zoning to the Mayor and City Council by a vote of 7-1 at the November 17, 2025 Meeting.

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

Section 1. That the property described herein be, and the same is hereby zoned Sorelle Hybrid Specific Plan:

Approximately 246 acres at unaddressed properties on Maple Hill Road and Carver Lane as shown on the attached map.

For reference, see Deed Book 1250 Page 1557, Deed Book 2297 Page 1486 and Deed Book 2285 Page 2175 in the Register’s Office of Wilson County, Tennessee, Tax Map 46 Parcels 21.01,18 &18.01, for Wilson County, Tennessee.

Section 2. The regulations for the Sorelle Hybrid Specific Plan are found in Exhibit A and Exhibit B

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

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

Notice of the Public Hearing was published in the Wilson Post on December 10, 2025.

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

Attest:

Approved:

Commissioner of Finance & Revenue

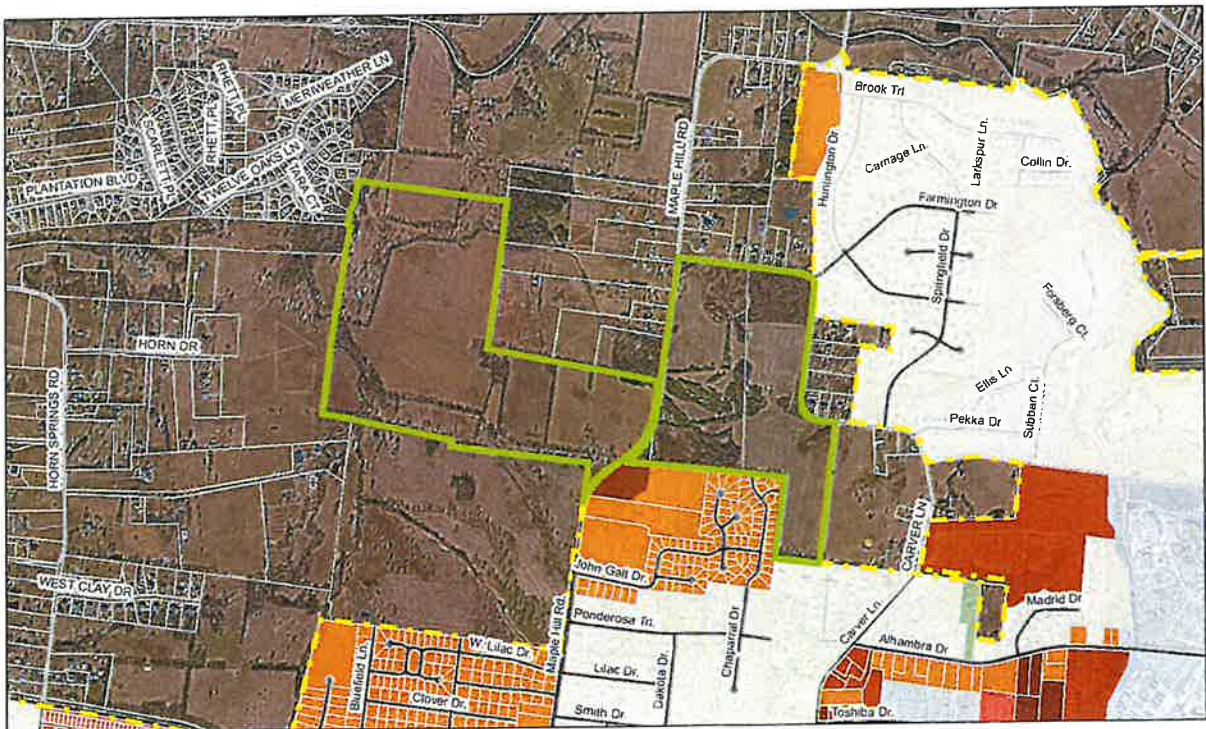
Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____.



Legend

Lebanon City Limit	R5B	CO	City Street
Zoning - Overlay	RM6	IP	County
RR	R2	IL	Future/Proposed Street
DMU	CN	IH	Interstate
RS9	CD	UC	Private Street
RS20	CB	RP2	Ramp
RS12	CG	SP	State Route
RD9	OP	HDRPUD	

ZONING

Sorelle Hybrid Specific Plan
Annexation and Hybrid SP Zoning
Unaddressed Maple Hill Road & Carver Lane

0 1,250 2,500 5,000 Feet



EXHIBIT A



Specific Plan

SORELLE
SP-HYBRID-SORELLE

DATE: SEPTEMBER 23RD, 2025

REVISED: NOVEMBER 13TH, 2025

SITE ADDRESSES: MAPLE HILL ROAD, LEBANON, TENNESSEE
CARVER LANE, LEBANON, TENNESSEE

PARCEL ID (S): 095 046 02101 000
095 046 01801 000
095 046 01800 000

WARD #: 1

TOTAL SITE ACREAGE: ± 246 AC
SUB DISTRICT ARDEN: ± 150 AC
SUB DISTRICT HALSTON: ± 96 AC

EXISTING ZONING: COUNTY RURAL R1
PROPOSED ZONING: SP (SPECIFIC PLAN DISTRICT)

BASELINE ZONING: SEE SUBDISTRICTS BELOW
SUB DISTRICT ARDEN: RS12 (MEDIUM DENSITY RESIDENTIAL DISTRICT)
SUB DISTRICT HALSTON: RS20 (LOW DENSITY SINGLE-FAMILY DISTRICT)

FUTURE LAND USE: RESIDENTIAL 3 UNITS PER AC

PROPOSED LOT COUNT: 311
SUB DISTRICT ARDEN: 210
SUB DISTRICT HALSTON: 101

PROPOSED UNITS/AC: 1.26 UNITS PER AC
SUB DISTRICT ARDEN: 1.4 UNIT PER AC
SUB DISTRICT HALSTON: 1.05 UNITS PER AC

OPEN SPACE REQUIRED: 15% (25% TO BE USED AS PARKS, GREENS, OR SQUARES)
OPEN SPACE PROVIDED: 15% (25% TO BE USED AS PARKS, GREENS, OR SQUARES)

LOCAL STREET DESIGN SPEED: 25 MPH WITH ASSOCIATED GEOMETRY
AT THE DISCRETION OF THE CITY ENGINEERING DEPARTMENT.





KEY MAP



CONTACTS:

OWNER/DEVELOPER	LANDSCAPE ARCHITECTURE	CIVIL ENGINEER
WAYNE MILLER	HEATHER GRIMES	SAM CHRISTMAN
SUMMIT DEVELOPMENT, LLC	RAGAN-SMITH ASSOCIATES	RAGAN-SMITH ASSOCIATES
145 BEAR CROSSING SUITE 310 MT. JULIET, TN 37122	315 WOODLAND STREET NASHVILLE, TN 37206	315 WOODLAND STREET NASHVILLE, TN 37206
WMILLER@SUMMITDEVLLC.COM	HGRIMES@RAGANSMITH.COM	SCHRISTMAN@RAGANSMITH.COM
	(615) 244-8591	(615) 244-8591

SP-SORELLE DRAFT ORDINANCE:

THE USES AND STRUCTURES INDICATED WITHIN THE SP-SORELLE DISTRICT SHALL BE PERMITTED IN A MANNER AS SPECIFIED IN THE ENCLOSED ORDINANCE AND NOTES. IF NOT SPECIFIED HEREIN, THEN FOR SUBDISTRICT ARDEN, REGULATIONS OF THE RS12 ZONING DISTRICT PER THE CITY OF LEBANON'S ZONING CODE, TITLE 14 (AMENDED JUNE 2025) SHALL BE FOLLOWED AND FOR SUBDISTRICT HALSTON, REGULATIONS OF THE RS20 ZONING DISTRICT PER THE CITY OF LEBANON'S ZONING CODE, TITLE 14 (AMENDED JUNE 2025) SHALL BE FOLLOWED.

**PROJECT NARRATIVE:**

SUMMIT DEVELOPMENT REQUESTS ANNEXATION AND ASSIGNMENT OF THE SPECIFIC PLAN (SP-SORELLE) TO MAP 46, PARCELS 02101, 01800, AND 01801. THE SUBJECT PROPERTY IS ± 246 AC AND IS CURRENTLY ZONED R-1 IN WILSON COUNTY. THE FARM IS CURRENTLY BEING LEASED FOR A MIXTURE OF AGRICULTURAL USES, INCLUDING CATTLE AND CROPPING.

SORELLE SEEKS TO BE THE CATALYST FOR FUTURE GROWTH AND DEVELOPMENT IN LEBANON. THIS SP HONORS THE LAY OF THE LAND BY PRESERVING NATURAL FEATURES, MINIMIZING GRADING ACTIVITIES, PROMOTING WALKABILITY THROUGH CONNECTED GREENWAY TRAILS, AND REDUCING THE DENSITY TO ROUGHLY 1.26 UNITS PER AC VERSUS THE 3 UNITS PER AC ALLOWED IN THE FUTURE LAND USE PLAN. AN OVERALL NET LOSS OF 427 RESIDENTIAL HOMES. THIS REDUCTION HELPS TO PROVIDE A DESIRABLE MIX OF LOT SIZES (AN ELEVATED ONE-OF-A-KIND NEIGHBORHOOD), WITH THE MEDIAN LOT AVERAGE BEING 18,011SF. FURTHERMORE, SORELLE WAS ENVISIONED AS A SAFE HAVEN FOR LOCAL BUILDERS, BUSINESSES, AND TRADE PARTNERS, OFFERING A PATH FORWARD WITHIN A MARKET LARGELY SHAPED BY NATIONAL, PUBLICLY TRADED BUILDERS. THIS SP WILL BECOME THE STANDARD FOR LOT DEVELOPMENT FOR YEARS TO COME WHILE PROVIDING A LASTING LEGACY FOR THE CITY OF LEBANON.

WITH FAMILIES AND INDIVIDUALS FOCUSED ON QUALITY OF LIVING MORE THAN EVER, THIS SP WILL DEDICATE A PUBLIC GREENWAY FOR ITS HOMEOWNERS AND SURROUNDING COMMUNITIES TO ENJOY. THE GREENWAY TRAILS WILL TOTAL +/-13,040 LF. FOR EASE OF ACCESS, A GREENWAY TRAIL HEAD PARKING LOT WILL BE PROVIDED WITHIN THE ARDEN DISTRICT.

TO HELP ALLEVIATE CURRENT AND FUTURE TRAFFIC CONCERNS, THIS DEVELOPMENT WILL CONSTRUCT A NEW EXTENSION OF CARVER LANE THAT WILL PROVIDE A SAFER CONNECTION TO MAPLE HILL ROAD. THE EXTENSION WILL BE A BOULEVARD SECTION THAT DOUBLES AS A TRAFFIC CALMING MEASURE FOR EXISTING SPEED CONCERNS ON CARVER LANE. ALONG WITH THIS, THE SP WILL CONTRIBUTE TO THE CONSTRUCTION OF A ROUND-ABOUT AT THE NEW, ABOVE-MENTIONED INTERSECTION, TO ASSIST WITH CONGESTION AND IMPROVE SIGHT DISTANCE. ADDITIONALLY, THE DEVELOPER WILL CONTINUE TO WORK WITH STAFF REGARDING THE REDESIGN OF THE EXISTING CARVER LANE CURVE (AT FARMINGTON WOODS) TO MEET CURRENT ENGINEERING STANDARDS OR AN ALTERNATE SOLUTION THAT WILL ADDRESS TRAFFIC SAFETY AND OPERATIONS.

IN ADDITION TO THE IMPROVEMENTS LISTED ABOVE, THIS DEVELOPMENT WILL CONSTRUCT A NEW LIFT STATION THAT WILL CREATE A HEALTHIER, MORE VIBRANT SEWER INFRASTRUCTURE SYSTEM FOR THE CITY OF LEBANON.



SUB DISTRICT-ARDEN

USES PERMITTED:

- DWELLING, ONE-FAMILY DETACHED

PROHIBITED USES:

- ANY USE NOT SPECIFICALLY ALLOWED

USE AND STRUCTURE PROVISIONS:

- PERMITTED ACCESSORY USES:

PERMITTED ACCESSORY USES IN ADDITION TO THE PRINCIPAL PERMITTED USES, EACH ACTIVITY TYPE MAY INCLUDE ACCESSORY ACTIVITIES CUSTOMARILY ASSOCIATED WITH, AND APPROPRIATE INCIDENTAL, AND SUBORDINATE TO THE PRINCIPAL ACTIVITY LOCATED ON THE SAME ZONE LOT. THESE INCLUDE:

PRIVATE GARAGES AND PARKING AREAS, RECREATION FACILITIES EXCLUSIVELY FOR THE USE OF THE RESIDENTS, HOME OCCUPATIONS AS DEFINED AND SUBJECT TO FURTHER REGULATIONS CONTAINED IN CHAPTER 8, SECTION 14.801(N).

SIGNS IN COMPLIANCE WITH THE REGULATIONS SET FORTH IN THE LEBANON SIGN ORDINANCE.

BULK, YARD, AND DENSITY REGULATIONS:

- AVERAGE LOT AREA:
 - 16,724 SF
 - (59) LOTS: 10,000-14,999 SF
 - (122) LOTS: 15,000- 19,999 SF
 - (29) LOTS: 20,000- PLUS SF

MEDIUM LOT SIZE: 15,866.5 SF

- MINIMUM LOT WIDTH AT BUILDING LINE:
 - 65'



- **MINIMUM YARD DEPTHS/ BUILDING SETBACKS**

- FRONT: 35' (WITH 10' RECESSED GARAGES) *
- REAR: 30'
- SIDE (1 TO 2 STORIES): 7.5' **
- SIDE (3 STORIES): 12'

SIDE ON CORNER LOTS TO BE 20'

* GARAGE ENTRANCE SHALL BE RECESSED BY A MINIMUM OF 10' FROM THE FRONT OF THE HOME INCLUDING A PORCH OR STOOP IF APPLICABLE.

** PERMITTED ALTERNATE SIDE SETBACK SHALL BE A 10' & 5' SERIES

- **MAXIMUM LOT COVERAGE OF STRUCTURES:**

- 41% OF TOTAL LOT

- **MAXIMUM HEIGHT:**

- PRINCIPAL BUILDING HEIGHT: 3 STORIES
- ACCESSORY STRUCTURES HEIGHT: 2 STORIES (1,000SF)

ACCESSORY STRUCTURES SHALL BE SUBORDINATE IN SIZE AND HEIGHT TO THE PRIMARY STRUCTURE, CONFORM WITH THE PRINCIPAL STRUCTURE, AND BE APPROVED THROUGH THE HOA.

CIRCULATION AND MOBILITY:

- **MINIMUM CONNECTIVITY COEFFICIENT (3.0)**

THE MINIMUM CONNECTIVITY COEFFICIENT CHART BELOW IS TO BE UTILIZED IN LIEU OF 14.807.D.1.C.II & III

Development Type (District)	Min Coefficient
Residential (RS20, RS12, RS9, RS6, RD9)	3.00
Residential/Mixed-use/Commercial (RM6, RMH, RXH, CXU, RPI, CMO, CS)	3.25
Residential/Mixed-use/Commercial (DXU, TOD)	3.50
Commercial (CMO, CS, CI)	3.00
Industrial (IL, IW, IV, IH)	2.75
Exempt Districts (RPO, UC, CF)	

- **EXTERNAL CONNECTIONS**

- ROAD CONNECTIONS:
 - SEVEN (7) TOTAL EXTERNAL CONNECTIONS TO BE PROVIDED. TWO (2) LOCATED ON MAPLE HILL ROAD AND FIVE (5) R.O.W STUBS FOR FUTURE CONNECTION, GENERALLY IN EACH CARDINAL DIRECTION.



- **DEAD-END/CUL-DE-SAC STREETS**
 - PERMANENT DEAD-END /CUL-DE-SAC STREETS SHALL NOT EXCEED 500 FEET IN LENGTH WITH THE EXCEPTION OF THE CUL-DE-SAC ALONG ROAD G (600 FEET) DUE TO AN ELECTRIC EASEMENT.
- **BICYCLE AND PEDESTRIAN CONNECTIVITY**
 - ALL BLOCKS GREATER THAN 600 FEET IN LENGTH SHALL PROVIDE A MIN. 8 FOOT WIDE (10 WIDE IF PART OF A GREENWAY SYSTEM) PAVED PATH FOR BICYCLE AND PEDESTRIAN USE IF DEEMED AN ESSENTIAL ACCESS TO A COMMUNITY FACILITY ACTIVITY.
- **MAIL KIOSK**
 - NO RESIDENTIAL UNIT SHALL BE LOCATED MORE THAN .25 MILES FROM THE MAIL KIOSK (CLUSTER BOX) FACILITY THAT SERVES IT WITHOUT APPROVAL FROM THE USPS. THIS DISTANCE SHALL BE MEASURED FROM THE NEAREST POINT OF THE FRONT PROPERTY LINE FOR A SUBDIVIDED UNIT OR THE FRONT DOOR OF A UNIT FOR UNSUBDIVIDED UNITS TO THE NEAREST ENTRANCE OF THE FACILITY BY WAY OF PEDESTRIAN PATH COMPLIANT WITH THE AMERICAN WITH DISABILITY ACT (ADA), EXISTING OR PROPOSED.

LANDSCAPE:

- **STREET TREES:** ALONG ALL STREET FRONTAGES, STREET TREES SHALL BE PLANTED SO THAT A MINIMUM OF ONE (1) TREE IS REQUIRED FOR EVERY FORTY (40) FEET OF STREET FRONTAGE.
 - ALTERNATE PATTERNS ARE PERMITTED SO LONG AS THE MINIMUM NUMBER OF TREES IS EQUAL TO OR GREATER THAN THE MINIMUM FORMULA OF 1 TREE PER 40' OF STREET FRONTAGE.
- **SIDEWALKS AND PLANTING STRIP:**
 - MIN. PLANTING STRIP WIDTH: 6'
 - MIN. SIDEWALK WIDTH: 5'
 - STREET TREE LOCATION: PLANTING STRIP
- **PLANTING STRIP CHARACTER:**
 - GRASS
- **MINIMUM FOUNDATION PLANTING WIDTH:**
 - 4'



- **FOUNDATION PLANTING CHARACTER:**

- TWO (2) MEDIUM EVERGREEN SHRUBS AS SPECIFIED IN SECTION 14.805.D.6 FOR EVERY FORTY (40) FEET OF BUILDING FAÇADE
- EIGHT (8) SMALL EVERGREEN OR DECIDUOUS SHRUBS (OR COMBINATION THEREOF) OF AT LEAST TWO DIFFERENT SPECIES AS SPECIFIED IN SECTION 14.805.D.6 FOR EVERY THIRTY (30) FEET OF BUILDING FAÇADE. THIS REQUIREMENT MAY ALSO BE MET WITH A COMBINATION OF SHRUBS AND ORNAMENTAL GRASSES.
- ONE (1) EVERGREEN SPECIMEN, ORNAMENTAL TREE, OR CLASS II SHADE TREE TO BE PLANTED WITHIN THE FRONT YARD OF EACH LOT
- ONE (1) CLASS II SHADE TREE TO BE PLANTED WITHIN THE REAR YARD OF EACH LOT

OPEN SPACE:

- SORELLE TO PROVIDE 15% USABLE OPEN SPACE (25% TO BE USED AS PARKS, GREENS, OR SQUARES)

PHASING:

- ANTICIPATED TO BE DEVELOPED IN 4 PHASES
- FINAL PHASING WILL BE BASED ON MARKET CONDITIONS.



ARCHITECTURE:

• SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL PERMITTED MATERIALS

BUILDING MATERIALS	LISTS		
	1	2	3
Brick	✓	✓	✓
Stone	✓	✓	✓
Cast Stone	✓	✓	✓
Stucco (authentic)	✓	✓	✓
Wood siding/shingles/trim	✓	✓	✓
Fiber Cement siding/shingles/trim	✓	✓	✓
Composite siding	✓	✓	✓
EIFS (upper stories only)	✓	✓	✓
Manufactured stone veneer siding	✓	✓	✓
Architectural Metal panel		✓	✓
Concrete (finished)		✓	✓
Fiber cement panel		✓	✓
Composite panel			✓
Concrete block (split faced/fluted)			✓
Concrete block			✓
Concrete (unfinished)			✓
Metal siding			✓
Any other legal building material			✓

• BUILDING MATERIALS

○ PRIMARY FAÇADE MATERIALS

- A MINIMUM OF 75% OF THE PRIMARY FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
- A MAXIMUM OF 25% OF THE PRIMARY FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 2 IN TABLE 14.808-1B.

○ SECONDARY FAÇADE MATERIALS

- A MINIMUM OF 60% OF THE SECONDARY FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
- A MAXIMUM OF 40% OF THE SECONDARY FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 2 IN TABLE 14.808-1B.

○ REAR FAÇADE MATERIALS

- A MINIMUM OF 60% OF THE REAR FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
- A MAXIMUM OF 40% OF THE REAR FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 2 IN TABLE 14.808-1B.



- ADDITIONAL STANDARDS:

- 10' GARAGE OFFSET (FOR FRONT LOADED GARAGES ONLY) FROM THE FRONT OF THE HOME, INCLUSIVE OF FRONT PORCH IF APPLICABLE.
- ALL HOMES TO HAVE A MINIMUM 30" BRICK OR STONE 4-SIDED WATER TABLE.
- SQUARE FOOTAGE OF HOMES TO BE DEED RESTRICTED TO A MINIMUM 2,300 SF UNDER ROOF.
- A MINIMUM OF SEVENTY-FIVE PERCENT (75%) OF THE EXTERNAL WALL SURFACE AREA OF THE RESIDENCE (EXCLUDING WINDOWS, DOORS, GARAGE DOORS, AND OTHER FENESTRATION) SHALL BE FINISHED WITH MASONRY MATERIALS. ACCEPTABLE MASONRY INCLUDE, BUT NOT LIMITED TO ARE: BRICK, STONE, CAST STONE, MANUFACTURED STONE VENEER, AND STUCCO (NON-SYNTHETIC).
- UP TO TWENTY-FIVE PERCENT (25%) OF THE EXTERNAL WALL SURFACE AREA MAY UTILIZE SECONDARY OR ACCENT MATERIALS. THESE ACCENT MATERIALS MUST BE COMPLEMENTARY IN COLORS AND STYLE TO THE PRIMARY MASONRY MATERIALS, AND MAY INCLUDE: FIBER-CEMENT PANELS, LAP SIDING, BOARD-AND-BATTEN SIDING, ARCHITECTURAL METAL PANELS, OR DECORATIVE WOOD ELEMENTS.
- ALL TRANSITIONS BETWEEN THE PRIMARY MASONRY MATERIALS AND THE ACCENT MATERIALS SHALL BE ARCHITECTURALLY DETAILED AND EXECUTED IN A MANNER THAT APPEARS DELIBERATE AND INTEGRAL TO THE DESIGN.

- ARCHITECTURAL ENHANCEMENTS:

IN ADDITION TO THE ARCHITECTURAL STANDARDS LISTED WITHIN THIS SP, EACH HOME WILL BE REQUIRED TO HAVE A MINIMUM OF THREE (3) OF THE FOLLOWING ARCHITECTURAL ENHANCEMENTS. BUILDER TO SELECT TWO (2) FROM LIST A AND ONE (1) FROM LIST B

LIST A

- GLASS WINDOW INSERTS IN GARAGE
- SHUTTERS
- ORNAMENTAL BRICK ON WINDOWS
- CARRIAGE STYLE GARAGE
- 2' BRICK COLUMN, CENTER OF GARAGE DOOR, DIVIDING INTO TWO DOORS
- 6' PORCH OR STOOP
- THREE CAR GARAGE
- HVAC SCREEN OR LOCATE IN THE REAR OF THE HOME
- BRICK OR STONE INTERLOCK STOOP AND/OR LEAD WALKWAY. PERMITTED MATERIALS INCLUDE: BRICK, BLUESTONE, LIMESTONE, FLAGSTONE, AND OR SLATE

**LIST B**

- COVERED PATIO
- MINIMUM 250 SF REAR PATIO
- OUTDOOR KITCHEN
- OUTDOOR FIREPLACE
- PERGOLA ACCENT
- GLASS INSERTS IN FRONT DOOR OR TRANSOM WINDOW ABOVE THE FRONT DOOR
- TWO (2) DECORATIVE LIGHTING FIXTURES ON THE FRONT FAÇADE
- WOODEN STAINED PORCH COLUMNS (MINIMUM OF TWO (2) COLUMNS)

STANDARDS SPECIFIC

- PARKING / GARAGES:

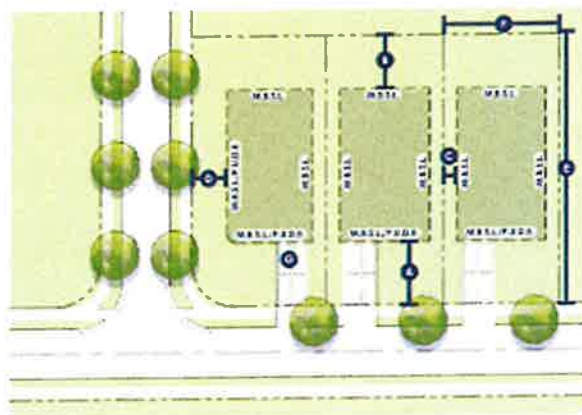
REQUIRED PARKING- EACH UNIT NEEDS TO PROVIDE AT LEAST FOUR PARKING SPACES WHICH SHALL BE ACHIEVED BY ANY ONE OR COMBINATION OF THE FOLLOWING:

- PROVIDE A DRIVEWAY THAT IS A MINIMUM OF 35' FEET LONG, FROM BACK OF SIDEWALK TO GARAGE FACE, AND AT LEAST 18' FEET WIDE.
- PLACE THE GARAGE ENTRANCE ON THE SIDE OR REAR OF THE BUILDING (CORNER AND DOUBLE LOADED LOTS, EXCLUDING ALLEY LOADED, SHALL ALSO MEET OPTION 1)
- PROVIDE AT LEAST TWO PARKING SPACES TO THE REAR OF THE BUILDING.
- PROVIDE AT LEAST TWO DEDICATED OFF-SITE PARKING SPACES WITHIN 300' FEET OF THE SUBJECT PROPERTY (MEASURED BY THE SHORTEST DISTANCE OF SIDEWALK OR PAVED TRAIL).
- GARAGE ENTRANCE SHALL BE RECESSED BY A MINIMUM OF 10' FROM THE FRONT OF THE HOME INCLUDING THE PORCH IF APPLICABLE

- FRONT LOADED SIDE SETBACK

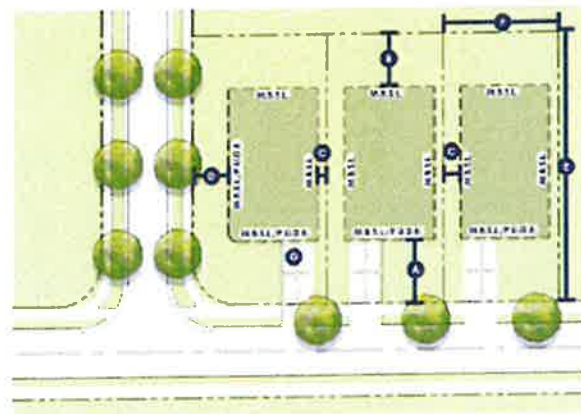
- ANY LOT THAT PROVIDES VEHICULAR ACCESS BY WAY OF THE FRONT PROPERTY LINE SHALL PROVIDE SIDE SETBACKS OF 7.5'. A PERMITTED ALTERNATE IS A 10'/5' SERIES.

7.5' SERIES



A Front Setback	15'
B Rear Setback	20'
C Side Setback	7.5'
D Front E	20'
E Typical Lot Depth	Varies
F Typical Lot Width	Varies
G Typical Lot	7.5' x 20'

5' AND 10' SERIES



A Front Setback	15'
B Rear Setback	20'
C Side Setback	5' - 10' Setback
D Front E	20'
E Typical Lot Depth	Varies
F Typical Lot Width	Varies
G Typical Lot	7.5' x 20'

NOTE: GRAPHIC ABOVE IS FOR DESIGN INTENT ONLY, ILLUSTRATING MINIMUM SETBACKS AND PARKING REQUIREMENTS. CURB CUTS, DRIVEWAYS, AND STREET TREES ARE SUBJECT TO CHANGE DURING SITE PLAN REVIEW.



Revised November 4th, 2025
Specific Plan

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• **ENTRANCES**

- WHERE APPLICABLE, PORCHES SHALL HAVE A MINIMUM CLEAR DEPTH OF SIX FEET EXCLUDING STEPS. PORCHES SHALL NOT ENCROACH INTO A PUBLIC RIGHT-OF-WAY.
- WHERE APPLICABLE, STOOPS SHALL HAVE A MINIMUM CLEAR DEPTH OF 3 FEET EXCLUDING STEPS. STOOPS SHALL NOT ENCROACH INTO PUBLIC RIGHT-OF-WAY.
- PORCH OR STOOP DEPTHS SHALL COUNT TOWARDS 10' RECESSED GARAGE REQUIREMENT WHERE APPLICABLE.

SIGNAGE:

- ALL SIGNAGE TO BE PAINTED BLACK, ORNATE IN NATURE, AND TO BE MAINTAINED BY THE HOA
- ALL SIGNAGE TO BE REVIEWED AND APPROVED BY THE HOA PRIOR TO INSTALLATION.



SUBDISTRICT-HALSTON

USES PERMITTED:

- DWELLING, ONE-FAMILY DETACHED

PROHIBITED USES:

- ANY USE NOT SPECIFICALLY ALLOWED

USE AND STRUCTURE PROVISIONS:

- **PERMITTED ACCESSORY USES:**

PERMITTED ACCESSORY USES IN ADDITION TO THE PRINCIPAL PERMITTED USES, EACH ACTIVITY TYPE MAY INCLUDE ACCESSORY ACTIVITIES CUSTOMARILY ASSOCIATED WITH, AND APPROPRIATE INCIDENTAL, AND SUBORDINATE TO THE PRINCIPAL ACTIVITY LOCATED ON THE SAME ZONE LOT. THESE INCLUDE:

PRIVATE GARAGES AND PARKING AREAS, RECREATION FACILITIES EXCLUSIVELY FOR THE USE OF THE RESIDENTS, HOME OCCUPATIONS AS DEFINED AND SUBJECT TO FURTHER REGULATIONS CONTAINED IN CHAPTER 8, SECTION 14.801(N),

SIGNS IN COMPLIANCE WITH THE REGULATIONS SET FORTH IN THE LEBANON SIGN ORDINANCE.

BULK, YARD, AND DENSITY REGULATIONS:

- MINIMUM LOT AREA:
 - 20,000 SF
- MINIMUM LOT WIDTH AT BUILDING LINE:
 - 90'
 - LOTS LOCATED ON A CUL-DE-SAC MAY HAVE A MINIMUM LOT WIDTH EQUIVALENT TO 75% OF THE MINIMUM LOT WIDTH AT THE BUILDING LINE
- MINIMUM YARD DEPTHS/ BUILDING SETBACKS
 - FRONT: 40'
 - REAR: 30'
 - SIDE (1 TO 2 STORIES): 10'
 - SIDE (3 STORIES): 15'

SIDE ON CORNER LOTS TO BE 20'
- MAXIMUM LOT COVERAGE OF STRUCTURES:
 - 35% OF TOTAL LOT



- **MAXIMUM HEIGHT:**
 - PRINCIPAL BUILDING HEIGHT: 3 STORIES
 - ACCESSORY STRUCTURES HEIGHT: 2 STORIES (1,000SF)

ACCESSORY STRUCTURES SHALL BE SUBORDINATE IN SIZE AND HEIGHT TO THE PRIMARY STRUCTURE, CONFORM WITH THE PRINCIPAL STRUCTURE, AND BE APPROVED THROUGH THE HOA.

CIRCULATION AND MOBILITY:

- **MINIMUM CONNECTIVITY COEFFICIENT (2.83)**
THE MINIMUM CONNECTIVITY COEFFICIENT CHART BELOW IS TO BE UTILIZED IN LIEU OF 14.807.D.1.C.II & III

Development Type (District)	Min Coefficient
Residential (RS20, RS12, RS9, RS6, RD9)	3.00
Residential/Mixed-use/Commercial (RM6, RMH, RXH, CXU, RPI, CMO, CS)	3.25
Residential/Mixed-use/Commercial (DXU, TOD)	3.50
Commercial (CMO, CS, CI)	3.00
Industrial (IL, IW, IV, IH)	2.75
Exempt Districts (RPO, UC, CF)	

- **EXTERNAL CONNECTIONS**
 - ROAD CONNECTIONS:
 - FOUR (4) TOTAL EXTERNAL CONNECTIONS TO BE PROVIDED. THREE (3) LOCATED ON THE NEW CARVER EXTENSION AND ONE (1) R.O.W STUB PROPOSED FOR FUTURE CONNECTION.
- **DEAD-END/CUL-DE-SAC STREETS**
 - PERMANENT DEAD-END /CUL-DE-SAC STREETS SHALL NOT EXCEED 500 FEET IN LENGTH
- **BICYCLE AND PEDESTRIAN CONNECTIVITY**
 - ALL BLOCKS GREATER THAN 600 FEET IN LENGTH SHALL PROVIDE A MIN. 8 FOOT WIDE (10 WIDE IF PART OF A GREENWAY SYSTEM) PAVED PATH FOR BICYCLE AND PEDESTRIAN USE IF DEEMED AN ESSENTIAL ACCESS TO A COMMUNITY FACILITY ACTIVITY.
- **MAIL KIOSK**
 - NO RESIDENTIAL UNIT SHALL BE LOCATED MORE THAN .25 MILES FROM THE MAIL KIOSK (CLUSTER BOX) FACILITY THAT SERVES IT WITHOUT APPROVAL FROM THE USPS. THIS DISTANCE SHALL BE MEASURED FROM THE NEAREST POINT OF THE FRONT PROPERTY LINE FOR A SUBDIVIDED UNIT OR THE FRONT DOOR OF A UNIT FOR UNSUBDIVIDED UNITS TO THE NEAREST ENTRANCE OF THE FACILITY BY WAY OF PEDESTRIAN PATH COMPLIANT WITH THE AMERICAN WITH DISABILITY ACT (ADA), EXISTING OR PROPOSED.

**LANDSCAPE:**

- BUFFERS: ALL PLANTINGS SHALL MEET THE INSTALLATION AND PLANTING SIZE REQUIREMENTS SPECIFIED IN 14.805. E.6. "PLANT MATERIAL STANDARDS."
 - A FIFTY (50') BUFFER YARD IS TO BE PRESERVED ALONG THE NEW CARVER EXTENSION, CARVER LANE, AND MAPLE HILL, WHERE LOTS BACK UP TO THE RIGHT-OF-WAY. TO THE FULLEST EXTENT FEASIBLE, THE PRESERVATION OF EXISTING CANOPY SHALL REMAIN. IN THE EVENT EXISTING CANOPY IS REMOVED, CAUSING UNDESIREG GAPS WITHIN THE BUFFER YARD, SUPPLEMENTAL SCREENING SHOULD BE INSTALLED.
- STREET TREES: ALONG ALL STREET FRONTAGES, STREET TREES SHALL BE PLANTED SO THAT A MINIMUM OF ONE (1) TREE IS REQUIRED FOR EVERY FORTY (40) FEET OF STREET FRONTAGE.
 - ALTERNATE PATTERNS ARE PERMITTED SO LONG AS THE MINIMUM NUMBER OF TREES IS EQUAL TO OR GREATER THAN THE MINIMUM FORMULA OF 1 TREE PER 40' OF STREET FRONTAGE.
- SIDEWALKS AND PLANTING STRIP:
 - MIN. PLANTING STRIP WIDTH: 6'
 - MIN. SIDEWALK WIDTH: 5'
 - STREET TREE LOCATION: PLANTING STRIP
- PLANTING STRIP CHARACTER:
 - GRASS
- MINIMUM FOUNDATION PLANTING WIDTH:
 - 4'
- FOUNDATION PLANTING CHARACTER:
 - TWO (2) MEDIUM EVERGREEN SHRUBS AS SPECIFIED IN SECTION 14.805.D.6 FOR EVERY FORTY (40) FEET OF BUILDING FAÇADE
 - EIGHT (8) SMALL EVERGREEN OR DECIDUOUS SHRUBS (OR COMBINATION THEREOF) OF AT LEAST TWO DIFFERENT SPECIES AS SPECIFIED IN SECTION 14.805.D.6 FOR EVERY THIRTY (30) FEET OF BUILDING FAÇADE. THIS REQUIREMENT MAY ALSO BE MET WITH A COMBINATION OF SHRUBS AND ORNAMENTAL GRASSES.
 - ONE (1) EVERGREEN SPECIMEN, ORNAMENTAL TREE, OR CLASS II SHADE TREE TO BE PLANTED WITHIN THE FRONT YARD OF EACH LOT
 - ONE (1) CLASS II SHADE TREE TO BE PLANTED WITHIN THE REAR YARD OF EACH LOT



OPEN SPACE:

- SORELLE TO PROVIDE 15% USABLE OPEN SPACE (25% TO BE USED AS PARKS, GREENS, OR SQUARES)

PHASING:

- ANTICIPATED TO BE DEVELOPED IN 3 PHASES
- FINAL PHASING WILL BE BASED ON MARKET CONDITIONS.



ARCHITECTURE:

- SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL PERMITTED MATERIALS

BUILDING MATERIALS	LISTS		
	1	2	3
Brick	✓	✓	✓
Stone	✓	✓	✓
Cast Stone	✓	✓	✓
Stucco (authentic)	✓	✓	✓
Wood siding/shingles/trim	✓	✓	✓
Fiber Cement siding/shingles/trim	✓	✓	✓
Composite siding	✓	✓	✓
EIFS (upper stories only)	✓	✓	✓
Manufactured stone veneer siding	✓	✓	✓
Architectural Metal panel		✓	✓
Concrete (finished)		✓	✓
Fiber cement panel		✓	✓
Composite panel			✓
Concrete block (split faced/fluted)			✓
Concrete block			✓
Concrete (unfinished)			✓
Metal siding			✓
Any other legal building material			✓

- BUILDING MATERIALS

- PRIMARY FAÇADE MATERIALS

- A MINIMUM OF 75% OF THE PRIMARY FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
 - A MAXIMUM OF 25% OF THE PRIMARY FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 2 IN TABLE 14.808-1B.

- SECONDARY FAÇADE MATERIALS

- A MINIMUM OF 60% OF THE SECONDARY FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
 - A MAXIMUM OF 40% OF THE SECONDARY FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 2 IN TABLE 14.808-1B.



- REAR FAÇADE MATERIALS

- A MINIMUM OF 60% OF THE REAR FAÇADES, EXCLUSIVE OF OPENINGS, SHALL INCLUDE MATERIALS SELECTED FROM LIST 1 IN TABLE 14.808-1B.
- A MAXIMUM OF 40% OF THE REAR FAÇADES, EXCLUSIVE OF OPENINGS, MAY INCLUDE MATERIALS SELECTED FROM LIST 3 IN TABLE 14.808-1B.

- MULTIPLE MATERIALS:

BUILDING FAÇADES SHALL BE BUILT OF NO MORE THAN THREE PRIMARY MATERIALS (SEE FIGURE 14.808-2). THIS DEVELOPMENT WILL CONSIST OF CUSTOM/ HIGH-END BUILDERS THAT WILL HAVE VARIATIONS IN ARCHITECTURE TO MEET THE DEMANDS OF THE LUXURY MARKET.

- ADDITIONAL STANDARDS:

- ALL HOMES TO HAVE A MINIMUM 3-CAR GARAGE, SIDE ENTRY OR 2 ON THE SIDE AND 1 FACING THE FRONT.
- ALL HOMES TO HAVE A MINIMUM 30" BRICK OR STONE 4-SIDED WATER TABLE
- NO MASS GRADING OR MASS CLEAR CUTTING ALLOWED
- THERE SHALL NOT BE MORE THAN 5 LOTS WITH THE SAME FLOOR PLAN, AND EACH WITH A DIFFERENT ELEVATION.
- NO EXACT ELEVATIONS ALLOWED TO BE WITHIN 4 LOTS OF ONE ANOTHER AND COLOR SCHEME OF EXTERIORS MUST BE DIFFERENT
- A MINIMUM OF SEVENTY-FIVE PERCENT (75%) OF THE EXTERNAL WALL SURFACE AREA OF THE RESIDENCE (EXCLUDING WINDOWS, DOORS, GARAGE DOORS, AND OTHER FENESTRATION) SHALL BE FINISHED WITH MASONRY MATERIALS. ACCEPTABLE MASONRY INCLUDE, BUT NOT LIMITED TO ARE: BRICK, STONE, CAST STONE, MANUFACTURED STONE VENEER, AND STUCCO (NON-SYNTHETIC).
- UP TO TWENTY-FIVE PERCENT (25%) OF THE EXTERNAL WALL SURFACE AREA MAY UTILIZE SECONDARY OR ACCENT MATERIALS. THESE ACCENT MATERIALS MUST BE COMPLEMENTARY IN COLORS AND STYLE TO THE PRIMARY MASONRY MATERIALS, AND MY INCLUDE: FIBER-CEMENT PANELS, LAP SIDING, BOARD-AND-BATTEN SIDING, ARCHITECTURAL METAL PANELS, OR DECORATIVE WOOD ELEMENTS.

- ARCHITECTURAL ENHANCEMENTS:

IN ADDITION TO THE ARCHITECTURAL STANDARDS LISTED WITHIN THIS SP, EACH HOME WILL BE REQUIRED TO HAVE A MINIMUM OF THREE (3) OF THE FOLLOWING ARCHITECTURAL ENHANCEMENTS.

- 40 YEAR LUXURY SHINGLE AND/OR HIDDEN FASTENER STANDING SEAM METAL ROOF, SHAKE OR SLATE PRODUCT, OR COMBO THEREOF
- WOOD WINDOWS (ALUMINUM CLAD EXTERIORS
- WOOD OR IRON FRONT DOORS
- WOOD PORCH CEILINGS
- 70% MASONRY EXTERIORS ON ALL 4 SIDES
- REAL STONE THIN CUT STONE VENEER
- HALF ROUND GUTTER AND ROUND DOWNSPOUTS
- ALUMINUM OR IRON RAILS
- BLACK ALUMINUM OR IRON FENCING
- EVERGREEN TREES ALONG PROPERTY LINES IN LIEU OF PRIVACY FENCING



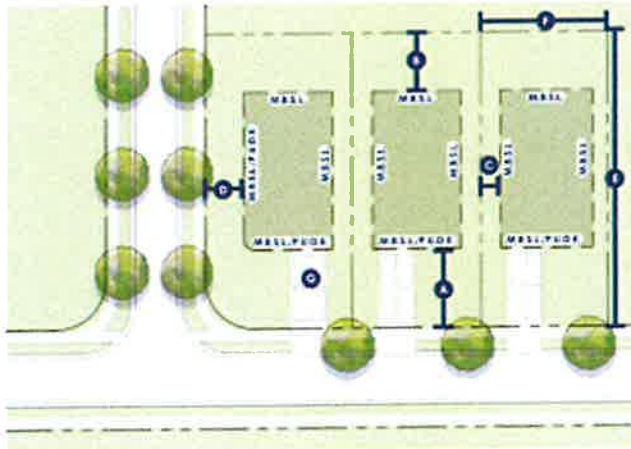
STANDARDS SPECIFIC

• **PARKING / GARAGES:**

REQUIRED PARKING- EACH UNIT NEEDS TO PROVIDE AT LEAST FOUR PARKING SPACES WHICH SHALL BE ACHIEVED BY ANY ONE OR COMBINATION OF THE FOLLOWING:

- PROVIDE A DRIVEWAY THAT IS A MINIMUM OF 35' FEET LONG, FROM BACK OF SIDEWALK TO GARAGE FACE, AND AT LEAST 18' FEET WIDE.
- PLACE THE GARAGE ENTRANCE ON THE SIDE OR REAR OF THE BUILDING (CORNER AND DOUBLE LOADED LOTS, EXCLUDING ALLEY LOADED, SHALL ALSO MEET OPTION 1)
- PROVIDE AT LEAST TWO PARKING SPACES TO THE REAR OF THE BUILDING.
- PROVIDE AT LEAST TWO DEDICATED OFF-SITE PARKING SPACES WITHIN 300' FEET OF THE SUBJECT PROPERTY (MEASURED BY THE SHORTEST DISTANCE OF SIDEWALK OR PAVED TRAIL).

10' SIDE SETBACKS



A Front Setback	10'
B Rear Setback	10'
C Side Setback	10'
D Driveway	18'
E Typical Lot Depth	30'-35'
F Typical Driveway Length	35'-40'
G Typical Lot Width	30'-35'

SIGNAGE:

- ALL SIGNAGE TO BE PAINTED BLACK, ORNATE IN NATURE, AND TO BE MAINTAINED BY THE HOA
- ALL SIGNAGE TO BE REVIEWED AND APPROVED BY THE HOA PRIOR TO INSTALLATION.



ZONING COMPARISON

RS12-Medium Density Residential District

Uses Permitted
Dwelling, Single Family

Prohibited Uses
Special training and schooling services offered by private individuals for profit nor technical schools, colleges, or universities
Any use not specifically allowed

Minimum Lot Area
12,000 sq ft.

Minimum Lot Width at Building Line
75'

Future Land Use
3 units per Ac

Minimum Yard Depths/Building Setbacks
Front: 35'
Rear: 30'
Side: 1 or 2 stories - 10'
3 stories - 15'
Side on corner lots- 50% greater than min. side yard

Max Lot Coverage of Structures
35% of total lot

Max Height
Building Height - 3 stories (Principal Building)
1 stories (Accessory Structures)

Open Space
15% usable open space (25% to be used as parks, greens, or squares)

Parking
2 parking spaces

SP-Sorelle-Subdistrict Arden

Uses Permitted (Sorelle)
Dwelling, Single Family

Prohibited Uses (Sorelle)
Special training and schooling services offered by private individuals for profit nor technical schools, colleges, or universities
Any use not specifically allowed

Minimum Lot Area (Subdistrict Arden)
Median Lot Average: 15,866.5 sq ft.
59 lots (10,000-14,999 sq ft)
122 lots (15,000-19,999 sq ft)
29 lots (20,000- +)

Minimum Lot Width at Building Line (Subdistrict Arden)
65'

Proposed Land Use (Subdistrict Arden)
1.4 units per Ac

Minimum Yard Depths/Building Setbacks (Subdistrict Arden)
Front: 35' with 10' recessed garages
Rear: 30'
Side: 1 or 2 stories - 7.5' (10/5' option)
3 stories - 12'
Side on corner lots to be 20'

Max Lot Coverage of Structures (Subdistrict Arden)
41% of total lot

Max Height (Sorelle)
Building Height - 3 stories (Principal Building)
1 stories (Accessory Structures)

Open Space (Sorelle)
15% usable open space (25% to be used as parks, greens, or squares)
Dedicated Public Greenway

Parking (Sorelle)
4 parking spaces



ZONING COMPARISON

<u>RS20-Low Density Residential District</u>	<u>SP-Halston-Subdistrict Halston</u>
<i>Uses Permitted</i> Dwelling, Single Family	<i>Uses Permitted (Sorelle)</i> Dwelling, Single Family
<i>Uses Prohibited</i> Special training and schooling services offered by private individuals for profit nor technical schools, colleges, or universities Any use not specifically allowed	<i>Uses Prohibited (Sorelle)</i> Special training and schooling services offered by private individuals for profit nor technical schools, colleges, or universities Any use not specifically allowed
<i>Minimum Lot Area</i> 20,000 sq ft.	<i>Minimum Lot Area (Subdistrict Halston)</i> 20,000 sq ft. Average lot area: 31,220 sq ft.
<i>Minimum Lot Width</i> 90'	<i>Minimum Lot Width (Subdistrict Halston)</i> 90' Lots located on a cul-de-sac may have a minimum lot width equivalent to 75% of the minimum lot width at the building line
<i>Future Land Use</i> 3 units per Ac	<i>Proposed Land Use (Subdistrict Halston)</i> 1.05 units per Ac
<i>Minimum Yard Setbacks</i> Front: 40' Rear: 30' Side: 1 or 2 stories - 10' 3 stories - 15'	<i>Minimum Yard Setbacks (Subdistrict Halston)</i> Front: 40' Rear: 30' Side: 1 or 2 stories - 10' 3 stories - 15'
<i>Max Lot Coverage</i> 35% of total lot	<i>Max Lot Coverage (Subdistrict Halston)</i> 35% of total lot
<i>Max Height</i> Building Height - 3 stories (Principal Building) 2 stories (Accessory Structures)	<i>Max Height (Sorelle)</i> Building Height - 3 stories (Principal Building) 2 stories (Accessory Structures)
<i>Open Space</i> 10% usable open space (20% to be parks, greens, or squares)	<i>Open Space (Sorelle)</i> 15% usable open space (25% to be used as parks, greens, or squares) Dedicated Public Greenway
<i>Parking</i> 2 parking spaces	<i>Parking</i> 4 parking spaces



SP SORELLE PUBLIC BENEFITS: GREENWAY, UTILITY, AND ROADWAY IMPROVEMENTS:

- DURING THE SITE PLAN APPROVAL PROCESS, THE CITY OF LEBANON WILL ENTER INTO A DEVELOPMENT AGREEMENT REGARDING THE TIMING, CONSTRUCTION, DEDICATION, AND MAINTENANCE RESPONSIBILITIES FOR A 12' MULTIMODAL GREENWAY
- PROPOSED OFFSITE ROADWAY IMPROVEMENTS INCLUDE AN EXTENSION OF CARVER LANE TO A ROUNDABOUT LOCATED ON MAPLE HILL, ALLEVIATING CONGESTION WHILE IMPROVING SIGHT VISIBILITY. THE EXTENSION WILL BE A BOULEVARD SECTION DOUBLING AS A TRAFFIC CALMING MEASURE FOR EXISTING SPEED CONCERNS ON CARVER LANE. IN ADDITION, THIS SP WILL WORK WITH STAFF REGARDING THE REDESIGN OF THE EXISTING CARVER LANE CURVE, AT FARMINGTON WOODS, TO MEET CURRENT ENGINEERING STANDARDS OR AN ALTERNATE SOLUTION THAT WILL ADDRESS TRAFFIC SAFETY AND OPERATIONS. DEVELOPER TO CONTINUE WORKING WITH STAFF REGARDING SPECIFICS OF IMPROVEMENTS. A TRAFFIC IMPACT STUDY WILL BE COMPLETED PRIOR TO THE SITE PLAN PROCESS.
- DEVELOPER MAY PETITION THE CITY OF LEBANON TO CREATE AN INFRASTRUCTURE IMPROVEMENT DISTRICT TO FACILITATE FINANCING PUBLIC INFRASTRUCTURE RELATED TO ROAD IMPROVEMENTS, SEWER AND A PUBLIC PARK.
- AS PART OF THE SITE PLAN APPROVAL PROCESS, THE CITY OF LEBANON AND DEVELOPER WILL ENTER INTO A SEWER DEVELOPMENT AGREEMENT TO DETERMINE TIMING, CONSTRUCTION, DEDICATION, AND MAINTENANCE RESPONSIBILITIES TO EXTEND AND UPSIZE MAINS AND CONSTRUCT A NEW LIFT STATION. THE AGREEMENT WILL DETERMINE MECHANISMS FOR EASEMENT ACQUISITION, INCLUDING THE CITY OF LEBANON'S ASSISTANCE IN OBTAINING EASEMENTS FOR THE UPSIZING AND CONSTRUCTION OF THE SEWER INFRASTRUCTURE. THE AGREEMENT WILL ADDRESS CAPACITY FEE WAIVER/REIMBURSEMENT RELIEF TO THE DEVELOPER FOR EFFECTUATING UTILITY IMPROVEMENTS THAT BENEFIT THE PUBLIC AND REGION. ADDITIONALLY, THE AGREEMENT MAY DETERMINE CITY CONTRIBUTIONS TO THE DIFFERENCE OF ANY LINE UPSIZING OR ADDITIONAL LIFT STATION CAPACITY IN EXCESS OF THE PROJECT'S REQUIREMENTS.

EXHIBIT B



ARDEN

SITE DATA
SITE ADDRESS: MAPLE HILL ROAD, LEBANON, TN
TOTAL SITE ACREAGE: ±150 AC

PROPOSED LOT COUNT: 210 UNITS
PROPOSED UNITS/AC: 1.40 UNITS/AC
AVERAGE LOT AREA: 70% (15,000 OR GREATER)
 - (59) LOTS: 10,000 - 14,999 SF
 - (122) LOTS: 15,000 - 19,999 SF
 - (29) LOTS: 20,000 - 29,999 SF

BULK STANDARDS
MIN. LOT WIDTH: 65' AT BUILDING LINE
MINIMUM YARD DEPTHS/BUILDING SETBACKS:
FRONT: 35' (WITH 10' RECESSED GARAGES)**
REAR: 30'
SIDE (1 TO 2 STORIES): 7.5'***

*SPECIFIC TO FRONT LOADED GARAGES: GARAGE ENTRANCE SHALL BE RECESSED BY A MIN. OF 10' FROM FRONT OF THE HOME INCLUDING A PORCH OR STOOP IF APPLICABLE.
 **PERMITTED ALTERNATE SIDE SET BACK SHALL BE A 10' & 5' SERIES

SORELLE

TOTAL AC: ±7.246 AC
PARCELS IDs:
 ARDEN: 095 046 02101 000
 HALSTON: 095 046 01800 000
 095 046 01801 000

WARD: ARDEN
EXISTING ZONING: COUNTRY RURAL R1
PROPOSED ZONING: SP (SPECIFIC PLAN DISTRICT)
BASELINE ZONING: ARDEN
 HALSTON: RS12
 RS20
FUTURE LAND USE: RESIDENTIAL 3 UNITS/AC

PROPOSED LOT COUNT: 311 UNITS
PROPOSED UNITS/AC: 1.24 UNITS/AC
AVERAGE LOT AREA: 21,432 SF
MEDIAN LOT AREA: 18,011 SF

OPEN SPACE PROVIDED: 15% USABLE OPEN SPACE
(AS PER CITY OF LEBANON ORDINANCE 10-14-19)

LOCAL STREET DESIGN SPEED: 25 MPH (WITH ASSOCIATED SIGNAGE)

HALSTON

SITE DATA
SITE ADDRESS: CARVER LANE, LEBANON, TN
TOTAL SITE ACREAGE: ±7.76 AC

PROPOSED LOT COUNT: 101 UNITS
PROPOSED UNITS/AC: 1.05 UNITS/AC
AVERAGE LOT AREA: 55% (30,000 OR GREATER)
 - (45) LOTS: 20,000 - 29,999 SF
 - (47) LOTS: 30,000 - 43,599 SF
 - (9) LOTS: 1 AC*

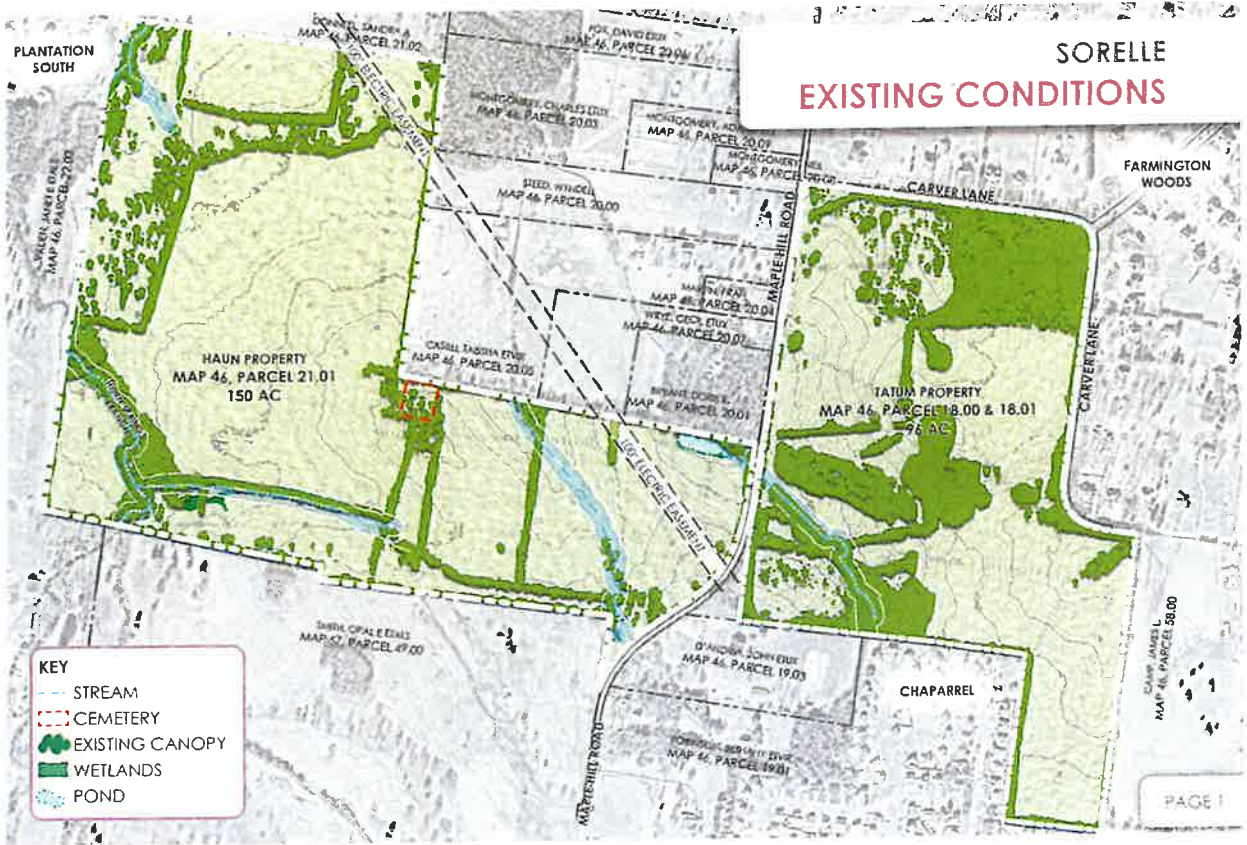
SITE STANDARDS
MIN. LOT WIDTH: 90' AT BUILDING LINE
 LOTS LOCATED ON A CUL-DE-SAC MAY HAVE A MINIMUM LOT WIDTH EQUIVALENT TO 75% OF THE MINIMUM LOT WIDTH AT THE BUILDING LINE

MINIMUM YARD DEPTHS/BUILDING SETBACKS:
FRONT: 40'
REAR: 30'
SIDE (1 TO 2 STORIES): 10'



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1. EXISTING CONDITIONS
2. MASTERPLAN
3. LAYOUT PLAN - ARDEN DISTRICT
4. LAYOUT PLAN - CARVER LANE EXTENSION
5. STANDARD SPECIFICS (SETBACKS & PARKING)
6. STREET SECTIONS
7. STREET NETWORK
8. GREENWAYS
9. AVERAGE LOT SIZE TABLE
- 10-11. ARCHITECTURE - ARDEN DISTRICT
12. ARCHITECTURE - CARVER LANE EXTENSION

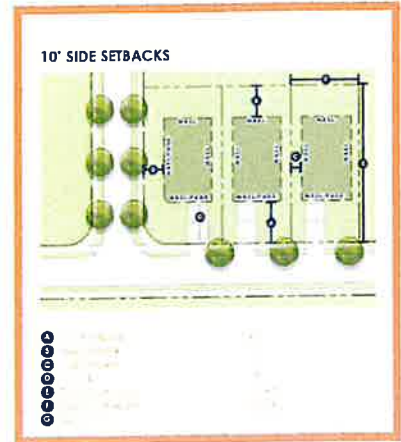
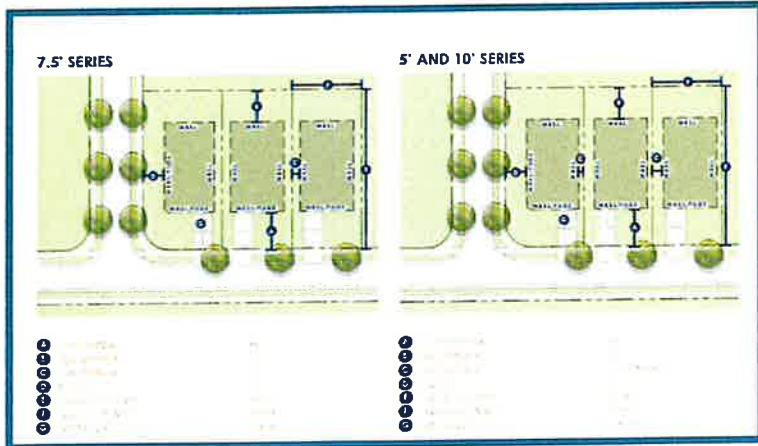




SORELLE STANDARD SPECIFICS (SETBACKS AND PARKING)

ARDEN DISTRICT

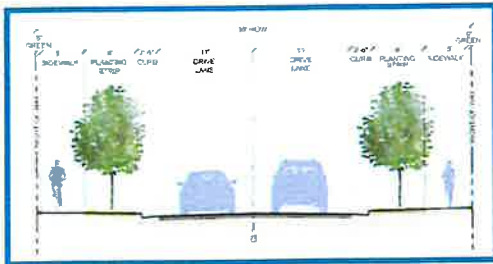
HALSTON DISTRICT



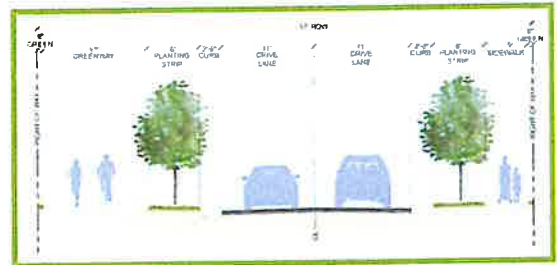
PAGE 5

SORELLE STREET SECTIONS

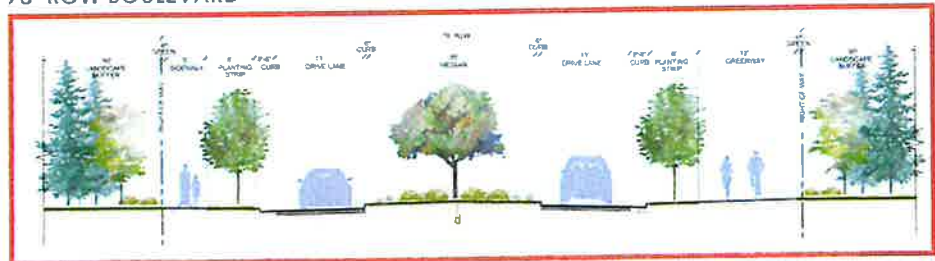
50' ROW



57' ROW WITH GREENWAY



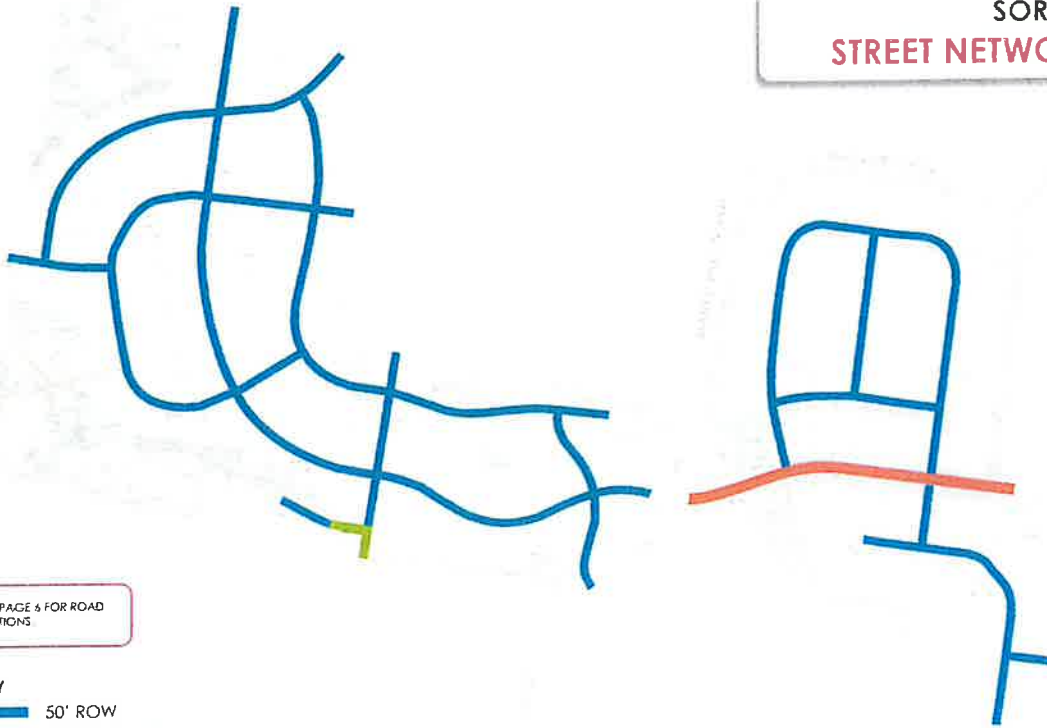
78' ROW BOULEVARD



SEE PAGE 7 FOR STREET NETWORK MAP

PAGE 6

SORELLE STREET NETWORK



SEE PAGE 6 FOR ROAD SECTIONS

KEY

- 50' ROW
- 78' ROW BOULEVARD
- 57' ROW WITH GREENWAY

PAGE 7

SORELLE GREENWAYS



GREENWAY: +/- 13,040 LF



PAGE 8

SORELLE AVERAGE LOT SIZE TABLE

LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE	LOT AREA TABLE
Lot #	Min. Sq. Ft.	Lot #	Min. Sq. Ft.	Lot #	Min. Sq. Ft.	Lot #	Min. Sq. Ft.
1	10,000-10,999	11	20,000-20,999	21	30,000-30,999	31	40,000-40,999
2	11,000-11,999	12	21,000-21,999	22	31,000-31,999	32	41,000-41,999
3	12,000-12,999	13	22,000-22,999	23	32,000-32,999	33	42,000-42,999
4	13,000-13,999	14	23,000-23,999	24	33,000-33,999	34	43,000-43,999
5	14,000-14,999	15	24,000-24,999	25	34,000-34,999	35	44,000-44,999
6	15,000-15,999	16	25,000-25,999	26	35,000-35,999	36	45,000-45,999
7	16,000-16,999	17	26,000-26,999	27	36,000-36,999	37	46,000-46,999
8	17,000-17,999	18	27,000-27,999	28	37,000-37,999	38	47,000-47,999
9	18,000-18,999	19	28,000-28,999	29	38,000-38,999	39	48,000-48,999
10	19,000-19,999	20	29,000-29,999	30	39,000-39,999	40	49,000-49,999
41	50,000-50,999	51	60,000-60,999	61	70,000-70,999	71	80,000-80,999
42	51,000-51,999	52	61,000-61,999	62	71,000-71,999	72	81,000-81,999
43	52,000-52,999	53	62,000-62,999	63	72,000-72,999	73	82,000-82,999
44	53,000-53,999	54	63,000-63,999	64	73,000-73,999	74	83,000-83,999
45	54,000-54,999	55	64,000-64,999	65	74,000-74,999	75	84,000-84,999
46	55,000-55,999	56	65,000-65,999	66	75,000-75,999	76	85,000-85,999
47	56,000-56,999	57	66,000-66,999	67	76,000-76,999	77	86,000-86,999
48	57,000-57,999	58	67,000-67,999	68	77,000-77,999	78	87,000-87,999
49	58,000-58,999	59	68,000-68,999	69	78,000-78,999	79	88,000-88,999
50	59,000-59,999	60	69,000-69,999	70	79,000-79,999	80	89,000-89,999
81	90,000-90,999	91	100,000-100,999	101	110,000-110,999	111	120,000-120,999
82	91,000-91,999	92	101,000-101,999	102	111,000-111,999	112	121,000-121,999
83	92,000-92,999	93	102,000-102,999	103	112,000-112,999	113	122,000-122,999
84	93,000-93,999	94	103,000-103,999	104	113,000-113,999	114	123,000-123,999
85	94,000-94,999	95	104,000-104,999	105	114,000-114,999	115	124,000-124,999
86	95,000-95,999	96	105,000-105,999	106	115,000-115,999	116	125,000-125,999
87	96,000-96,999	97	106,000-106,999	107	116,000-116,999	117	126,000-126,999
88	97,000-97,999	98	107,000-107,999	108	117,000-117,999	118	127,000-127,999
89	98,000-98,999	99	108,000-108,999	109	118,000-118,999	119	128,000-128,999
90	99,000-99,999	100	109,000-109,999	110	119,000-119,999	120	129,000-129,999

SORELLE			
Min. Lot Average	Sum	Subtotal	Percentage
10,000-14,999	39	19	19.2
15,000-19,999	122	38.2	38.2
20,000-24,999	74	23.8	23.8
25,000-29,999	47	15.1	15.1
Lot #	Sum	Subtotal	Percentage
Average Sq. Ft.	25432.17		
Median Sq. Ft.	19611.17		

ARDEN 102-311			
Min. Lot Average	Sum	Subtotal	Percentage
10,000-14,999	19	26.1	26.1
15,000-19,999	127	56.1	56.1
20,000-24,999	29	13.8	13.8
Lot #	Sum	Subtotal	Percentage
Average Sq. Ft.	18724.2		
Median Sq. Ft.	15666.17		

HALSTON 1-101			
Min. Lot Average	Sum	Subtotal	Percentage
10,000-14,999	43	44.6	44.6
15,000-19,999	47	46.1	46.1
Lot #	Sum	Subtotal	Percentage
Average Sq. Ft.	15270.2		
Median Sq. Ft.	10000		



ARDEN DISTRICT ARCHITECTURE

*IMAGES SHOWN HEREIN ARE FOR DESIGN INTENT ONLY. FINAL ELEVATIONS TO BE SUBMITTED FOR APPROVAL DURING THE SITE PLAN PROCESS.

ARDEN DISTRICT ARCHITECTURE



PAGE 11

IMAGES SHOWN HEREIN ARE FOR DESIGN INTENT ONLY. FINAL ELEVATIONS TO BE SUBMITTED FOR APPROVAL DURING THE SITE PLAN PROCESS.

HALSTON DISTRICT ARCHITECTURE



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IMAGES SHOWN HEREIN ARE FOR DESIGN INTENT ONLY. FINAL ELEVATIONS TO BE SUBMITTED FOR APPROVAL DURING THE SITE PLAN PROCESS.

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DATE 12/10/2025
DUE DATE 01/01/2026
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Legal Advertising Res #26-7340
zoning 246 acres wp 12-10

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PUBLIC NOTICE

In reference to Ordinance No. 26-7340, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 246 acres at undressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to Sorelle Hybrid Specific Plan 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.

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

12-10-2025

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

12-10-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



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NOTICE TO Respondents, Mother and Father, the State of Tennessee, Department of Children's Services, has filed a PETITION in regards to his minor child, KALEE SUMNER, DOB 7/30/2025; it further appears that ordinary process of law cannot be served upon you because your whereabouts are unknown. You are hereby ORDERED to appear in the Juvenile Court of Sumner County, Tennessee located at 155 East Main Street, Gallatin, TN 37065, Tennessee, on the 6th day of January 2026 at 9:00 a.m., to personally answer the PETITION. Failing to appear for the hearing on this date and show, without good cause, pursuant to the Tennessee Rules of Civil Procedure, will result in the loss of your right to contest the petition. You may view and obtain a copy of the Petition and any other subsequently filed legal documents at the Sumner County Juvenile Court Clerk's Office. Entered the 4th day of November, 2025 David Hodges, Juvenile Judge. Prepared by State of Tennessee Department of Children's Services Lee W. McQuigley, BPA #25557 Assistant General Counsel 383 Maple Street, Suite 201 Gallatin, TN 37065 Wilson Post 11/26/2025 12/23/2025 12/17/2025

Meek, by publication in the Wilson Post, located in Wilson County, Tennessee, and to be read. IT IS SO ORDERED, ADJUDGED, AND DECREED. Melanie Taylor Jefferson CHANCELLOR MELANIE TAYLOR JEFFERSON DATE: 11-14-25 Submitted for entry by: Rachel Meadows Austin Rainey (#14121) Rachel Meadows (R16E1) 6001 Oakview Parkway, Suite 103 Memphis, Tennessee 38118 Phone: (901) 372-5003 Fax: (901) 383-6558 andrey@publisconline.com melanietaylor@wilsoncounty.com Wilson Post 11/26/2025 12/23/2025 12/17/2025

the Register's Office of Wilson County, Tennessee. I further appearing to the Court that the Plaintiff's 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 Paul E. Vitkus and wife, Kimberly G. Vitkus, their heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.tennessee.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

in the CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, and the CITY OF MT. JULIET, TENNESSEE and the CITY OF WATERTOWN, TENNESSEE PLAINTIFFS vs. DELINQUENT TAXPAYERS, DEFENDANTS YEAR NUMBER 2023 # 2025061 MAP-SL GROUP: H PARCEL: 3.01 Description: 538 AC Pastwoods Rd ASSESSED OWNER(S): Paul E. Vitkus and wife, Kimberly G. Vitkus ORDER OF PUBLICATION I am 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 Paul E. Vitkus, their heirs, devisees, successors and assigns 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 136, Parcel 3.01, and further described as lying in the 2nd Civil District of Wilson County, Tennessee and being known as Pastwoods Road, Lebanon, Wilson County, Tennessee and containing 538 acres, more or less and known as Tract 1 on that plat of record at Plat Book 24, Page 429 and 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 943, at page 750 in

the Register's Office of Wilson County, Tennessee. I further appearing to the Court that the Plaintiff's 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 Alphonse L. Ashworth and Martin C. Ashworth, their heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.tennessee.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS vs. DELINQUENT TAXPAYERS, a tax proceeding. ORDER OF PUBLICATION I am 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 32.00, and further described as lying in the 1st Civil District of Wilson County, Tennessee and being known as 17 Sports Road, Mt. Juliet, Wilson County, Tennessee. This property is also known as Lot 3E of Sportsworn Acres Subdivision as shown on a plat of record in Plat Book 7, at page 34 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 438, at page 362, in the Register's Office of Wilson County, Tennessee. See also that document of record in Book 1849, Page 545 in said Office. It is further ordered that the Plaintiff's 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks

IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS LACEY ANNETTE HEAD Plaintiff, V. SHAWN ALLEN MEAD, Defendant. No. CH-25-1492 Part I ORDER GRANTING PLAINTIFF'S MOTION FOR SERVICE BY PUBLICATION THIS CAUSE came before the Court on November 14, 2025, upon Plaintiff's Motion for Service by Publication, the Affidavit of Diligent Search, the statements of counsel for Plaintiff, and the record as a whole. Finding that good cause exists for service by publication, Plaintiff's Motion is GRANTED. Service upon the Defendant, Shawn Allen Mead, shall be completed by constructive service and the Clerk of this Court is directed to serve the Defendant, Shawn Allen

Mead, by publication in the Wilson Post, located in Wilson County, Tennessee, and to be read. IT IS SO ORDERED, ADJUDGED, AND DECREED. Melanie Taylor Jefferson CHANCELLOR MELANIE TAYLOR JEFFERSON DATE: 11-14-25 Submitted for entry by: Rachel Meadows Austin Rainey (#14121) Rachel Meadows (R16E1) 6001 Oakview Parkway, Suite 103 Memphis, Tennessee 38118 Phone: (901) 372-5003 Fax: (901) 383-6558 andrey@publisconline.com melanietaylor@wilsoncounty.com Wilson Post 11/26/2025 12/23/2025 12/17/2025

the Register's Office of Wilson County, Tennessee. I further appearing to the Court that the Plaintiff's 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 Alphonse L. Ashworth and Martin C. Ashworth, their heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.tennessee.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

in the CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, and the CITY OF MT. JULIET, TENNESSEE and the CITY OF WATERTOWN, TENNESSEE PLAINTIFFS vs. DELINQUENT TAXPAYERS, DEFENDANTS YEAR NUMBER 2023 # 2025061 MAP-SL (M) GROUP: H PARCEL: 0.00 Description: Lot 8 Westview The last instrument conveying the said property containing a full and complete legal description of the said property is of record in Book 383, at page 907, in the Register's Office of Wilson County, Tennessee. It is further appearing to the Court that the Plaintiff's 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 Alphonse L. Ashworth and Martin C. Ashworth, their heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.tennessee.com for the same period. ENTERED the 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS vs. DELINQUENT TAXPAYERS, a tax proceeding. ORDER OF PUBLICATION I am 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 32.00, and further described as lying in the 1st Civil District of Wilson County, Tennessee and being known as 17 Sports Road, Mt. Juliet, Wilson County, Tennessee. This property is also known as Lot 3E of Sportsworn Acres Subdivision as shown on a plat of record in Plat Book 7, at page 34 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 438, at page 362, in the Register's Office of Wilson County, Tennessee. See also that document of record in Book 1849, Page 545 in said Office. It is further ordered that the Plaintiff's 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON, WILSON COUNTY, TENNESSEE, and the CITY OF MT. JULIET, TENNESSEE PLAINTIFFS vs. DELINQUENT TAXPAYERS, a tax proceeding. ORDER OF PUBLICATION I am 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 50 L, Group B, Parcel 32.00, and further described as lying in the 1st Civil District of Wilson County, Tennessee and being known as 17 Sports Road, Mt. Juliet, Wilson County, Tennessee. This property is also known as Lot 3E of Sportsworn Acres Subdivision as shown on a plat of record in Plat Book 7, at page 34 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 438, at page 362, in the Register's Office of Wilson County, Tennessee. See also that document of record in Book 1849, Page 545 in said Office. It is further ordered that the Plaintiff's 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 Reba Ethridge, her heirs, devisees, successors and assigns 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 Watertown, 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 thirty (30) 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, once weekly for four (4) consecutive weeks

WANTED: CPA EA or experienced tax preparer for upcoming tax season. Prefer Drake Software experience, all duties of tax office. Excellent pay. Update school paid by company. Call 615-406-0898.

PUBLIC NOTICE OF REGULAR MEETINGS OF THE WILSON COUNTY PLANNING COMMISSION
Notice is hereby given that the Wilson County Planning Commission will meet, until further notice, in regular public session on the dates listed below: meeting time will be 10 a.m., the meetings will be held in the County Commission room of the Wilson County Courthouse, 228 East Main Street, for the purpose of considering and transacting all business that may come before said Commission, meeting may be postponed if inclement weather prevails and the Wilson County Courthouse is closed. Whenever reasonably possible, a copy of the agenda for any such meeting will be available for inspection at the Wilson County Development Services Office/Planning Division, located in the Courthouse Basement, Rm. 5, at least 24 hours in advance thereof, items may also be viewed on the following website: <https://www.wilsoncountyttn.gov/>
Friday, July 17, 2025
Friday, February 20, 2026
Friday, March 20, 2026
Friday, April 17, 2026
Friday, November 20, 2026
Wednesday, June 17, 2026

PUBLIC NOTICE
In reference to Resolution No. 26-2811, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed annexation approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to be added to Ward 1. The public hearing for the proposed annexation 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. 26-2810, 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 January 5, 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 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) 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. 26-7340, 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 January 5, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning approval for about 246 acres at unaddressed properties on Maple Hill Road and Carver Lane (Tax Map 46 Parcels 18, 18.01 & 21.01) to Sorrellie Hybrid Specific Plan 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.

NOTICE OF PUBLIC HEARING
A public hearing will be held before the Wilson County Planning Commission on Friday, December 19, 2025 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 Josh White, ASM Land Surveyors, representing property owners Matthew & Candace Mooney, requesting to rezone property from (A-1) Agricultural to (R-1) Rural Residential. The property contains approximately 7.86 acres and is located at 4560 Benders Ferry Rd and is further referenced as Parcel 50.00 on Wilson County Tax Map 28. Application has been made by Land Solutions Company, LLC., representing property owner Derrell Cagle, requesting a Land Use Plan Amendment from a low-density residential area to high-density/high-intensity commercial area, the applicant also seeks to rezone the same properties from (R-1) Rural Residential to (C-3) Highway Commercial. The property contains approximately 2.83 acres and is located at McCrazy Rd and is further referenced as Parcel 36.14 on Wilson County Tax Map 137. A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING ACCESSORY DETACHED DWELLING UNIT AND HOW IT IS DEFINED, A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING USES PERMISSIBLE ON APPEAL IN THE C-2 GENERAL COMMERCIAL AND DEFINITION IN C-3 HIGHWAY COMMERCIAL DISTRICT AND I-1 LIGHT INDUSTRIAL DISTRICTS. A RESOLUTION ADOPTED FOR THE PURPOSE OF AMENDING THE WILSON COUNTY, TENNESSEE ZONING RESOLUTION REGULATING MAXIMUM HEIGHT OF PRINCIPAL AND ACCESSORY STRUCTURES. 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.wilsoncountyttn.gov.

Continued on next page

ORDINANCE NO. 26-7341

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 8 SECTION 13 TO ADD VESTED RIGHTS TO SPECIFY THE TYPE OF DEVELOPMENT PLANS THAT WILL CAUSE PROPERTY RIGHTS TO VEST

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment of the Zoning Ordinance to the Mayor and City Council by a vote of 9-0 at their November 17, 2025 Meeting.

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Title 14, Chapter 8 Section 13 be amended as follows:

Section 1. Add Section 14.813.

14.813 In accordance with Tenn. Code Ann. § 13-3-413, this section details the vesting procedure for developments in the City of Lebanon.

1. A vested property right shall be established upon the submittal of a preliminary development plan or a final development plan when no preliminary development plan is required.
2. Development plans shall be submitted through the official means of application for the City of Lebanon for one of the development plan types listed in the following table and in accordance with the substantial compliance requirements further described in this section.
3. No other application type in the City of Lebanon shall establish vested rights.

Process	Preliminary Development Plans	Final Development Plans
Site Plan	Preliminary Site Plan ¹	Final Site Plan

¹ Preliminary Site Plans shall not be required when a site plan is exempted from Planning Commission review.

4. The vested property rights shall run with the property for the duration of the development process of the approved plan unless the plan establishing the vested rights expires, as described in this section, or are otherwise terminated in accordance with Tenn. Code Ann. § 13-3-413(f).
5. Phasing
 - Developments may be approved as multi-phase plans. The preliminary development plan that establishes the vested rights shall include the proposed phasing of the project when it is first submitted to secure the rights given to a multi-phased development. The phasing lines may be adjusted throughout the development process.
 - Development plans may be phased at a later stage of the development process but shall not be conferred upon the status of a multi-phased plan for the purposes of vested rights if not approved on the preliminary development plan.

- Any given property shall be limited to one active preliminary development plan at any given time. Preliminary development plans shall be considered active from vesting date until all final development plans based on that preliminary development plan have been approved by the City.

6. Amendments

- Amendments to approved preliminary or final development plans may be submitted by means of an official application to the City through the revision process under the same approved application number or if otherwise directed by Staff under a new application number, which shall then indicate in the new application name that it is an amendment or revision and to which previous application number it is amending.
- An amendment to an approved development plan by the developer must be approved by the City to retain the protections of the vested property right.
- An amendment may be denied based upon a written finding by the local government that the amendment:
 - a. Alters the proposed use;
 - b. Increases the overall area of the development (measured by disturbed area);
 - c. Alters the size of any nonresidential structures included in the development plan;
 - d. Increases the density of the development so as to affect traffic, noise or other environmental impacts; or
 - e. Increases any local government expenditure necessary to implement or sustain the proposed use.
- If an amendment is denied based upon such a written finding, then the applicant may either proceed under the prior approved plan with the associated vested property right or, alternatively, allow the vested property right to terminate and submit a new application under this section.
- Notwithstanding this subsection, a vested property right shall not terminate if the City determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right.

7. Expiration of Vested Rights

- A site plan will expire if the following time frames elapse from the Planning Commission approval date of a preliminary site plan or approval of a final site plan when no preliminary site plan is required if all relative development benchmark actions have not been completed as described, consistent with Tennessee Code Annotated (TCA) § 13-3-413:
 - 3 Years - if a grading permit has not been secured and site preparation has not commenced.
 - 5 Years – if a grading permit has not been maintained, building permit has not been secured, and construction has not commenced.
 - 10 Years – if a building permit has not been maintained and construction has not been completed for a single-phase project.
 - 15 Years – if a building permit has not been maintained and construction has not been completed for a multi-phase project.
- Prior to any of these expiration benchmarks being reached the applicant may request an extension from the Planning Commission for the plans as approved. The date to which Planning Commission hears the request must be prior to the expiration date in question.

- Should the site plan expire, a new application will need to be submitted and receive Planning Commission approval compliant with all relative codes at the time of the new application submittal.

8. Substantial Compliance

- Substantial compliance means that an application includes all required documents, plans, and forms, and that each submission is complete, accurate, and conforms to the City of Lebanon zoning ordinance, subdivision regulations, and all other applicable regulations. The application must demonstrate that the proposed plan meets the intent and substantive requirements of all applicable codes, even if minor, technical, or non-material errors or omissions are present.
- To be deemed substantially compliant, an application must:
 - Include all documents, plans, and forms as required by the City’s application checklist and development procedures.
 - Ensure that all submissions are internally consistent, to scale, and legible.
 - Demonstrate general conformity with:
 - The Zoning Ordinance
 - The Subdivision Regulations
 - All relevant building codes, engineering standards, utility requirements, and design criteria.
 - Address any public health, safety, and welfare concerns associated with the proposed development.
 - Include any supporting studies or documentation (e.g., traffic impact analysis, drainage reports, utility availability letters) as applicable or required.
- Substantial compliance does not preclude future minor amendments, but the application must clearly demonstrate intent to fully comply with all mandatory provisions and not contain any material defects that would:
 - Preclude meaningful review by City Staff or approving authorities,
 - Result in nonconformance with adopted plans or ordinances, or
 - Compromise the public interest or administrative integrity of the approval process.
- The City of Lebanon shall maintain and publish a current list of required documents, forms, and plan types necessary for a complete application. Applicants are responsible for verifying and including all required components before submission.

9. A vested right does not preclude the City’s enforcement of any development standard in accordance with any circumstances described in Tenn. Code Ann. § 13-3-413(g).

10. Unless specifically addressed herein, all other provisions of Tenn. Code Ann. § 13-3-413 are adopted and incorporated by reference.

11. Site Plan Definition & Requirements

- A site plan is required prior to obtaining a permit for the addition of a greater than two residential units, any non-residential structures, for the addition of parking lots and other non-residential site improvements on lots of record. A site plan may be required under other circumstances as described in this or any other title.
- Generally, a preliminary site plan shall show to the full extent the scope of a development, all site improvements that are intended for the proposed use of the site, and their compliance with zoning and any other applicable regulations.

- Generally, a final site plan shall show in full detail the scope of development or phase of a development, all site improvements that are intended for the proposed use of the site that is to be permitted as a result of the approval of the plan and their compliance with all applicable regulations.
- The minimum requirements of a site plan are listed in the Preliminary Site Plan Checklist & Final Site Plan Checklist. Additional information needed to demonstrate compliance with any and all regulations may be required by City Staff at any time.

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 December 10, 2025.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to Form:

Passed first reading: _____.

City Attorney

Passed second reading: _____

MAIN STREET MEDIA OF TN
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Lebanon, TN 37088 US
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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 # 492025459
DATE 12/10/2025
DUE DATE 01/01/2026
TERMS Due on receipt

SALES REP
LP

Legal Advertising:Legal Advertising Legal Advertising Ord #26-7341 Zoning ammend. Property rights WP 12-10	1	86.63	86.63
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PUBLIC NOTICE

In reference to Ordinance No. 26-7341, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning code amendment to add 14.814 Vested Rights to specify the type of development plans that will cause property rights to vest. 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

12-10-2025

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

12-10-2025

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page

and, pursuant to TCA 1-3-120, on the website known as www.fordsonline.com for the same period. ENTERED this 20th day of November, 2025.

CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: A PARCEL: 9.00 Description: 130 East Forest Avenue

ASSESSED OWNER (S): Marilyn Bryant. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Jay Wilberg, his heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 M, Group A, Parcel 9.00, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 130 East Forest Avenue, Lebanon, Tennessee and being bounded as follows: North by East Forest Avenue, East by Lane and an alley, South by Upton and West by Bryant. The last instrument conveying the said property containing a full and complete legal description of the said and assigns and all unknown, unborn and unborn persons claiming any interest in the above described property are required to appear and answer or otherwise defend against them for the relief demanded in the Complaint presently pending in the Chancery Court of Wilson County, 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 thirty (30) 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, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, as set forth in the WILSON POST, a local newspaper of general circulation in Wilson County, Tennessee once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.fordsonline.com for the same period.

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YEAR NUMBER 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 10.00 Description: 819 Danie Dr.

ASSESSED OWNER (S): Marilyn Bryant. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Jay Wilberg, his heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 M, Group A, Parcel 9.00, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 130 East Forest Avenue, Lebanon, Tennessee and being bounded as follows: North by East Forest Avenue, East by Lane and an alley, South by Upton and West by Bryant. The last instrument conveying the said property containing a full and complete legal description of the said and assigns and all unknown, unborn and unborn persons claiming any interest in the above described property are required to appear and answer or otherwise defend against them for the relief demanded in the Complaint presently pending in the Chancery Court of Wilson County, Tennessee, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, as set forth in the WILSON POST, a local newspaper of general circulation in Wilson County, Tennessee once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.fordsonline.com for the same period.

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ASSESSED OWNER (S): Marilyn Bryant. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Jay Wilberg, his heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 M, Group A, Parcel 9.00, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 130 East Forest Avenue, Lebanon, Tennessee and being bounded as follows: North by East Forest Avenue, East by Lane and an alley, South by Upton and West by Bryant. The last instrument conveying the said property containing a full and complete legal description of the said and assigns and all unknown, unborn and unborn persons claiming any interest in the above described property are required to appear and answer or otherwise defend against them for the relief demanded in the Complaint presently pending in the Chancery Court of Wilson County, Tennessee, the City of Mt. Juliet, Tennessee and the City of Lebanon, Tennessee, as set forth in the WILSON POST, a local newspaper of general circulation in Wilson County, Tennessee once weekly for four (4) consecutive weeks and, and pursuant to TCA 1-3-120, on the website known as www.fordsonline.com for the same period.

ENTERED this 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 28.00 Description: 518 Bernal Rd

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

ENTERED this 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Jessica D. Reece. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Jessica D. Reece, her heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 81 G, Group A, Parcel 4.00, and further described as lying in the 10th Civil District of Wilson County, Tennessee and being known as 207 Dogwood Drive, Lebanon, Wilson County, Tennessee. This property is also known as Lot 32 of Star Lane Subdivision, Section 1, as shown on a plat of record in Plat Book 2, at page 120 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 Deed Book 187, at page 703, 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.

ENTERED this 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

ENTERED this 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

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YEAR NUMBER 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

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IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

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YEAR NUMBER 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

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YEAR NUMBER 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

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IN THE CHANCERY COURT OF WILSON COUNTY, TENNESSEE AT LEBANON WILSON COUNTY, TENNESSEE, and the CITY OF WATERTOWN, TENNESSEE, 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 2023 2023CV061 MAP-58 P GROUP: B PARCEL: 21.00 Description: 207 Dogwood Dr.

ASSESSED OWNER (S): Erik Bullington and wife, Krista Bullington. It appearing from the Complaint and Affidavit of Robert Rochelle, Attorney for the Plaintiffs, that grounds exist for obtaining service of process by publication upon the Defendants Erik Bullington and wife, Krista Bullington, their heirs, devisees, successors and assigns and all unknown, unborn and unborn 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 58 K, Group A, Parcel 28.00, and further described as lying in the 3rd Civil District of Wilson County, Tennessee and being known as 518 Bernal Road, Lebanon, Wilson County, Tennessee. This property is also known as Lot 78 of Midway Farms Subdivision, Section 18, as shown on a plat of record in Plat Book 22, at page 17 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 Deed Book 451, at page 221, 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.

ENTERED this 20th day of November, 2025. CHANCELLOR C.K. SMITH APPROVED FOR ENTRY: Robert Rochelle Delinquent Tax Attorney Wilson Post 12/03/2025 12/10/2025 12/17/2025 12/24/2025

PUBLIC NOTICE

The Board of Commissioners of the Water & Waste-water Authority of Wilson County will meet Thursday December 18, 2025 at 4:00 PM at the office of the Authority, located at 680 Maddox Simpson Parkway, Lebanon, TN. Visitors are welcome and can provide public comment at the beginning of the meeting. Chris Leauber, Executive Director

PUBLIC NOTICE

This institution is an equal opportunity provider and employer.

PUBLIC NOTICE

Old Business related to the May 2025 appeal of International Property Maintenance Code Notice to Repair/Demo Substandard Conditions noted at 1607 N. Cumberland St. Lebanon TN 37087.

Old Business related to the May 2025 appeal of International Property Maintenance Code Notice to demolish or repair structure at 427 S. Greenwood St. Lebanon TN 37087.

PUBLIC NOTICE

In reference to Ordinance No. 26-7341, 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 January 6, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed zoning code amendment to add 14.6 S14 Vested Rights to specify the type of development plans that will cause property rights to vest. 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

The CITY OF LEBANON CODES BOARD OF ADJUSTMENTS AND APPEALS will convene on Thursday, Dec 18, 2025 at 5:00 pm in the Town Meeting Hall (City Hall) at 200 North Castle Heights Avenue to consider the following:

Old Business related to the May 2025 appeal of International Property Maintenance Code Notice to Repair/Demo Substandard Conditions noted at 1607 N. Cumberland St. Lebanon TN 37087.

Old Business related to the May 2025 appeal of International Property Maintenance Code Notice to demolish or repair structure at 427 S. Greenwood St. Lebanon TN 37087.

Old Business related to the May 2025 appeal of International Property Maintenance Code Notice to Repair/Demo Substandard Conditions noted at 104 Winwood Dr. Lebanon TN 37087.

New Business related to Nov 2025 appeal of International Property Maintenance Code Notice to demolish or repair the structure at 505 Five Oaks Blvd., Lebanon TN 37087.

New Business related to Nov 2025 appeal of International Property Maintenance Code Notice to repair the lot at 200 Legende Dr., Lebanon TN 37087.

Individuals needing auxiliary aid for effective communication and/or other reasonable accommodations 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 (615)444-2809.

ORDINANCE NO. 26-7345

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE POLICE DEPARTMENT LOCAL
OPTION FUND FOR DELAYED VEHICLE ORDERS**

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 Lebanon Police Department Local Option Fund for the delayed delivery of vehicles and equipment approved in FY 2024 – 2025 relative to Purchase Order Numbers 86586 and 83664; and

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

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

Section 1. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows for the purchase of police vehicles and equipment:

Department: Police/Local Option		
From: 12890000-79000	Fund Balance	\$209,430.00
To: 12842100-79440	Transportation Equipment	\$209,430.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

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

DEPARTMENT Police

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12890000-79000	Fund Balance	209,430	
Total		\$ 209,430.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
12842100-79440	Transportation Equipment		\$ 209,430.00
Total			\$ 209,430.00

REQUESTED BY William Glover

DATE 12/17/2025

DEPARTMENT HEAD Mike Justice, Chief of Police

DATE 12/17/2025

COMM. OF FINANCE 

DATE 12-17-25

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

To transfer \$209,430 from Local Option fund into transportation line. This BA is to replace PO86586 which was approved last budget year and vehicles ordered in budget 24/25. There were a extended delay and will take delivery in January. And PO83664 Ford explorer equipment and install invoice received after 24/25 budget was closed.

ORDINANCE NO. 26-7346

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE HIRING OUTSIDE LEGAL COUNSEL TO REPRESENT THE CITY
REGARDING THE GASIFICATION FACILITY MATTER**

WHEREAS, the Lebanon City Council passed Ord. No. 14-4650 to hire PHG Energy Management Services for a feasibility study for a waste to energy program and Ord. No. 15-4849 to approve the Engineering Procurement and Construction Agreement with PHG Energy Management Services, Inc. for the construction of Gasification Project; and

WHEREAS, PHG Energy rebranded and is currently known as Aries Clean Technologies; and

WHEREAS, the Lebanon City Council passed Ord. No. 19-5804 authorizing a 35-day lease with Aries Clean Energy for feedstock testing and Ord. Nos. 19-5853 and 19-5862 to extend such lease through May 2019 and June 2020, respectively; and

WHEREAS, the Lebanon City Council passed Ord. No. 19-5959 to approve the Option Agreement and Lease Agreement for the Gasification Facility with ARIES GREEN, LLC; and

WHEREAS, it is necessary to hire outside legal counsel to investigate and pursue all legal options available to the city; and

WHEREAS, Title IX, Section 5 of the Lebanon City Charter requires prior approval of outside legal counsel by ordinance; and

WHEREAS, Bradley Arant Boult Cummings, LLP has been selected to provide such legal services.

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

Section 1. The City Attorney is hereby authorized to employ Bradley Arant Boult Cummings, LLP, for legal services related to the Gasification Facility matter. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute an engagement letter for such legal services.

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

Ord. No. 26-7346

Page 2

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading:

Passed second reading:

ORDINANCE NO. 26-7347

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR THE STREET DEPARTMENT TO
PROMOTE LIGHT EQUIPMENT OPERATORS**

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

WHEREAS, additional CDL drivers are needed in the Street Department to handle tasks that require a CDL, especially inclement weather related tasks; and

WHEREAS, budget amendments are now necessary for the Street Department to promote Light Equipment Operators without CDL to entry-level Light Equipment Operator with CDL contingent upon successful completion of CDL licensing requirements; 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: Street		
From: 11090000-79000	Budget Fund Balance	\$19,150.00
To: 11043110-71110	Salaries	\$15,600.00
11043110-71410	SS & Med Tax	\$1,200.00
11043110-71430	Retirement	\$2,350.00

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: _____

Passed second reading: _____

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

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

DEPARTMENT _____ **STREET** _____

RCVD DEC 23 2025

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	BUDGET FUND BALANCE	\$ 19,150.00	
	Total	\$ 19,150.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043110-71110	SALARIES		\$ 15,600.00
11043110-71410	SS & MED TAX		\$ 1,200.00
11043110-71430	RETIREMENT		\$ 2,350.00
	Total		\$ 19,150.00

REQUESTED BY

Lee Clark

DATE

12/23/25

DEPARTMENT HEAD

Lee Clark

DATE

12/23/25

COMM. OF FINANCE

DATE

MAYOR

DATE

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

We need additional CDL drivers in the Street Department to handle tasks that require a CDL, particularly during inclement weather. To address this, we are requesting funding to promote our Light Equipment Operator non-CDL drivers to entry-level Light Equipment Operator positions with CDLs, contingent upon their successful completion of CDL licensing requirements.

ORDINANCE NO. 26-7348

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO CREATE BUDGET FOR GAS LINE RELOCATION AT HARTSVILLE PIKE
TDOT 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, it is now necessary to create the budget for the gas line relocation and pipe size upgrades at the Hartsville Pike TDOT 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 Commissioner of Finance and Revenue are hereby authorized to amend the 2025 – 2026 fiscal year budget as follows:

Department: Gas		
From: 41590001-79010	Budget Retained Earnings	\$200,000.00
To: 415-16520	TDOT Hartsville Pike Gas Project GO12002	\$200,000.00

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

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

DEPARTMENT Gas

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
4159001-79010	Budget Retained Earnings	\$ 200,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
415-16520	TDOT Hartsville Pike Gas Project G012002		\$ 200,000.00

REQUESTED BY Chad Mueller

DATE 12/29/2025

DEPARTMENT HEAD _____

DATE _____

COMM. OF FINANCE *Stewart Johnson*

DATE 12-29-25

MAYOR _____

DATE _____

To cover the costs of design work associated with the gas relocation and pipe size upgrades on the TDOT Hartsville Pike project.
