



RICK BELL
Mayor

CITY OF LEBANON

Office of the Mayor
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PUBLIC HEARING

AGENDA – March 7, 2026 – 5:55 P.M.

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

1. Request by John Dandria for Future Land Use Plan amendment approval for about 11.46 acres at 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RXH to RPO in Ward 1 (**Planning Commission recommended approval by a vote of 10-0 at their February 24, 2026 meeting**) (Reference Ordinance No. 26-7375).
2. Request by John Dandria for Rezoning approval for about 11.46 acres at 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RD9 & RXH to RPO in Ward 1 (**Planning Commission recommended approval by a vote of 10-0 at their February 24, 2026 meeting**) (Reference Ordinance No. 26-7376).



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REGULAR CALLED CITY COUNCIL MEETING **AGENDA – April 7, 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:**
March 17, 2026 – Regular Called City Council Meeting
March 19, 2026 – Work Session Meeting
6. **COMMUNICATION FROM CITIZENS**
7. **COMMUNICATION FROM MAYOR**
8. **REPORTS FROM COMMITTEES / ALDERMEN / OFFICERS**
9. **CONSENT BUSINESS:**
 1. **Ordinance No. 26-7377**, second reading, to authorize a budget amendment for the Sewer Collection Department, by Regina Santana, Utilities Director.
 2. **Ordinance No. 26-7378**, second reading, to authorize budget a amendment for the Water Distribution Department, by Regina Santana, Utilities Director.
 3. **Ordinance No. 26-7379**, second reading, to authorize budget amendments for General Maintenance, by Lee Clark, Public Works Director.
 4. **Ordinance No. 26-7380**, second reading, to authorize a budget amendment for the Street Department, by Lee Clark, Public Works Director.
 5. **Ordinance No. 26-7381**, second reading, to authorize budget amendments for the Garage, by Lee Clark, Public Works Director.
 6. **Ordinance No. 26-7382**, second reading, to approve and adopt modifications to certain fees for the Fire Marshal’s office and to amend the relative sections of the Lebanon Municipal Code, by Jason Baird, Fire Chief and Edward Felts, Fire Marshal.

7. **Ordinance No. 26-7383**, second reading, to authorize budget amendments for the Police Department, by Mike Justice, Police Chief.
8. **Ordinance No. 26-7384**, second reading, to authorize budget amendments for the Wastewater Treatment Plant, by Regina Sanata, Utilities Director.
9. **Ordinance No. 26-7386**, second reading, to approve a budget amendment for the Airport to roll over funds for runway improvements, by R.T. Baldwin, Assistant Public Works Director.
10. **Ordinance No. 26-7387**, second reading, to approve a budget amendment for the Airport to combine funds for the North Terminal Apron and SE Development Project, by R.T. Baldwin, Assistant Public Works Director and Lindsey Wolfenbarger, Finance Director.
11. **Ordinance No. 26-7388**, second reading, to authorize a budget amendment for the Emergency Services Unit, by Mike Justice, Police Chief.
12. **Ordinance No. 26-7390**, second reading, to authorize the purchase of property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, by Kristen Rice, Executive Director of Engineering & Planning and Lee Clark, Public Works Director.
13. **Ordinance No. 26-7391**, second reading, to approve and adopt modifications to certain fees for the Planning Department, Kristen Rice, Executive Director of Engineering & Planning and Josh Stahle, Senior Planner.
14. **Ordinance No. 26-7392**, second reading, to approve a budget amendment for City Hall Building Maintenance, by Lindsey Wolfenbarger, Finance Director.
15. **Ordinance No. 26-7393**, second reading, to approve the purchase of a drone and to authorize the related budget amendments for the Engineering Department, by Kristen Rice, Executive Director of Engineering & Planning and Mattie Neely, Engineering Services Director of Development.

10. **NEW BUSINESS:**

1. **Ordinance No. 26-7375**, first reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee by changing 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RXH – Mixed Housing to RPO – Rural Preservation/Open Space in Ward 1 (Request by John Dandria) **(Planning Commission recommended approval by a vote of 10-0 at their February 24, 2026 meeting)**.
2. **Ordinance No. 26-7376**, first reading, to amend the Official Zoning Atlas of the City of Lebanon, Tennessee, by changing 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RD9 – Duplex Residential 9,000 & RXH – Mixed Housing to RPO – Rural Preservation/Open Space in Ward 1 (Request by John Dandria) **(Planning Commission recommended approval by a vote of 10-0 at their February 24, 2026 meeting)**.
3. **Ordinance No. 26-7394**, first reading, to approve the Lebanon Municipal Airport Commercial Operator Lease Agreement with R3 Aviation Services, LLC, by R.T Baldwin, Assistant Public Works Director.

4. **Ordinance No. 26-7395**, first reading, to approve budget amendments for the Fire Department to cover expenses for the remainder of the fiscal year, by Jason Baird, Fire Chief.
5. **Ordinance No. 26-7396**, first reading, to approve a budget amendment for the Water Department relative to the Locker Room Renovation Project, CL-20413, by Regina Santana, Utilities Director.
6. **Ordinance No. 26-7398**, first reading, to amend Titles 11 and 12 of the Lebanon Municipal Code to delete Section 11-401(4)(d) and to amend Section 12-104, by Kristen Rice, Executive Director of Engineering & Planning and Mike Justice, Police Chief.
7. **Ordinance No. 26-7399**, first reading, to authorize the transfer of funds pursuant to the Public Private Partnership Agreement approved by Ord. No. 25-7218, by Lindsey Wolfenbarger, Finance Director.
8. **Ordinance No. 26-7400**, first reading, to authorize the transfer of funds pursuant to the Public Private Partnership Agreement approved by Ord. No. 23-6764, by Lindsey Wolfenbarger, Finance Director.
9. **Ordinance No. 26-7401**, first reading, to approve budget amendments for the Highway and Streets Department to cover expenses for the remainder of the fiscal year, by Lee Clark, Public Works Director.
10. **Ordinance No. 26-7402**, first reading, to approve the Public Private Partnership Agreement with the Marquee, LLC for utility improvements in and around the Historic Town Square, by Rick Bell, Mayor.
11. **Ordinance No. 26-7403**, first reading, to approve a Memorandum of Understanding with Wilson County Road Commission Superintendent regarding the installation of a sewer line in Lone Oak Road, by Regina Santana, Utilities Director.
12. **Resolution No. 26-2836**, to authorize the Single Source purchase of a replacement truck for the Sewer Department, by Regina Santana, Utilities Director.
13. **Resolution No. 26-2837**, in support of the TDEC Brownfield Redevelopment Area Grant Application, by Kristen Rice, Executive Director of Engineering & Planning and Lee Clark, Public Works Director.

11. ADJOURNMENT

REGULAR CALLED LEBANON CITY COUNCIL MEETING

March 17, 2026

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; Lindsey Wolfenbarger, Finance Director; Regina Santana, Utilities Director; Lee Clark, Public Works Director; Kristen Rice, Executive Director of Engineering & Planning; Josh Stahle, Senior Planner; Chief Mike Justice, Lebanon Police Dept.; Chief Jason Baird, Lebanon Fire Dept.; Tonya Jones, Exec. Admin. Assistant; and Kristen Ragsdale, Council Secretary.

APPROVAL OF MINUTES:

Motion was made by Councilor Morehead, seconded by Councilor Crowell to approve said minutes for February 26, 2026 – Work Session.

Motion was made by Councilor Carmack, seconded by Councilor Crowell to approve said minutes for March 3, 2026 – Regular Called City Council.

COMMUNICATION FROM CITIZENS:

1. Derek Dodson, 106 Chapman Drive: I commend the impressive efforts of Mayors Bell and Hutto for their attempts to stop the largest prison in the United States from landing here. At this mic over the past 19 years, I've been addressing in-play potential negative long-term outcomes for Lebanon, whereby thankfully 85% plus were rejected in this room. An example being one of my two topics at the last council meeting on March 3rd. Thankfully, applicable city officials have since resolved the project issue on Old Murfreesboro Road near I-40.

I now, again, address the area of 1544 Rutledge Lane, thereby the front setbacks of future houses on the two future sections of N Hartmann Blvd; a coming major traffic artery. There are

half acre to a third of an acre neighborhoods aplenty in Lebanon with a minimum of 70 to 80 feet front setbacks from the neighborhood streets such as West End Heights. Same said for future setbacks on N Hartmann between Coles Ferry Pike and 231 North; 80 feet.

At the future N Hartmann section from 231 North into the DR Horton section of idiot city front setback planning, the 80-foot setback wisdom on N Hartmann between Coles Ferry Pike and 231 North via prior city officials is not being applied by all of you who just don't care about being part of such idiot city planning; with Councilor Carmack being the lead idiot. The DR Horton houses are only 42 feet from North Hartmann, I'm standing approximately 40 feet from that wall (pointing to the left wall across the room), while nearby via a different developer is Hartmann Crossings whereby houses were planted with adequate setbacks while the coming adjacent Walker Estates houses will not have adequate setbacks from the major traffic artery nor will the 1544 Rutledge Lane area at only 50 feet.

On March 3rd, Councilor Carmack's nonsensical comments are in essence that rather than him care about trying to do the right thing for Lebanon's future, that instead fences can be put up as buffers so Lebanon can look and be more like New Jersey. February 26th work session, Mayor Bell stated that whatever might be built on the TRW site would have to look good in light of the property being on the traffic artery. Square his comment with planning North Hartmann Drive from 231 North to Rutledge Lane. A total of \$700,000 is being considered for signage and landscaping at two I-40 locations and 600,000 has been allocated to the town square project. Mayor Bell, how much is being allocated for buying four lots from Walker Estates at North Hartmann to fix city officials inadequate setback idiocy, so that big rigs can't be driving 50 miles per hour only 41 feet (from about here to that wall) from houses front doors?

Mayor Bell stated: Thank you, Derek. Your time is up.

Derek continued: via DR Horton. There are now currently 38 houses already built on North Hartmann.

2. Josh Rowland, Kimley-Horn, Nashville: I'm representing Suncrest Real Estate and Land. On the first three items on Old Business, I just wanted to let you all know that we have worked with Planning and Council Lady Burdine over the last week or so cleaning up some issues. If there are any questions that come up this evening, we're here to answer those.

COMMUNICATION FROM MAYOR:

The first thing I want to announce tonight is it is time for Spring Clean Up again. That will go from April 6th through April the 17th. We have a flier and we'll post on social media, but I just want to give everybody some details about spring clean up. This is for residents who want to discard unwanted items from their residence. Please place all small loose items in trash bags and separate the following items: wood, metal, and other. On refrigerators and freezers, the doors and compressor must be removed. The volume should not exceed the load of a standard pickup truck. There are some other rules as well as far as vacant lots and empty houses not being picked up. We will not pick up construction and commercial waste or items brought from other addresses also are

not picked up. Tires and hazardous waste including chemicals, paint, and wet batteries will not be picked up. And also, mattresses, box springs, carpet, and carpet padding will not be picked up.

We'll be doing this for a couple of weeks. So, week one items should be placed out by 6:00 a.m. on April the 6th. If you miss that time, you have the second week, which is week two, and items are to be placed out by 6:00 a.m. on April the 13th. It is spring clean up time, so if you have things you want to get rid of, please follow those guidelines. That's the schedule and we'll be around to get it.

Also, on April 1st our brush pick up will resume their monthly schedule. Since the winter storm, brush pick up has been in overdrive. The winter storm hit the last week in January and Lee told me that since that time, the Street Department has picked up over 150 knuckle boom loads of debris which is over 2300 tons of down limbs and things like that. Lee, anything you want to add to that?

Lee replied: If anybody still has brush out to be picked up, we'll continue on our normal monthly routes starting back the first of April.

I have a couple more announcements tonight. One is I ask everyone to remember the Jewell Family. Sammie Jewell passed away last week. She was the wife of Bobby Jewell, former mayor of Lebanon and her son, Lanny, served as councilor for Ward 1 before Joey (Carmack) did. So, please remember Lanny and his siblings, Ranie and Mark. Keep them in your prayers as they go through this rough time.

Growing up, Sammie and Bobby were very well known in town, owning a sign company that's still running. They ran that for decades. One thing people may not know about them that my mom told me. When she was in high school with them, there was a skating rink right down the road here where Oak Hill subdivision entrance is and Sammie and Bobby were the best roller skaters in high school. So, every time I saw Mrs. Jewell, I would talk to her about roller skating and she always smiled and laughed at that. So, please remember the Jewell family.

Also, on a personal note; my wife Necole, her father passed away last night suddenly. I ask that you keep her and our family in your prayers as well as we go through that. It was very unexpected.

REPORTS FROM MAYOR PRO TEM / ALDERMEN / OFFICERS:

1. Councilor Joey Carmack: I want to ask that you keep the Jewell family in your thoughts and prayers, as well. I spent a lot of time up at the sign shop as a kid and then as I was running talking to Lanny about when I was going to run and whether or not he was going to or I was going to. So, keep them in your thoughts and prayers. And Kristen (Rice), can you address some of Derek's, I guess you'd say, comments?

Kristen replied: We did pull some information on this that we sent to Mr. Dodson earlier. There are about 34 houses that we counted along Hartmann Drive that have those setbacks. Hartmann Drive is an 80-foot right of way. There's grass strip, sidewalk, and additional grass strip outside of that and then there's the setback to those houses. Those meet the codes that were in place at the time of construction. That's where we're at with that. The one that's on the agenda tonight for the annexation; some of the setbacks from those other developments were related to

conservation districts. This one is probably not going to be able to meet those - just the size of it and the layout of it, so they probably wouldn't be able to get those same setbacks. They will probably have more setbacks than those other ones if they even choose to front houses on Hartmann Drive. It is part of our major thoroughfare plan. If safety is a concern, this is not uncommon. Other cities have this. We have some that have setbacks close to this. Even West Main, we have houses closer than that. We'll work through it. We always consider safety and we'll keep that in mind as we move forward with the extension.

Councilor Carmack added: We are going to do the buffers that you and I spoke about and I told Derek about as well. Correct?

Kristen replied: Yes.

Councilor Carmack continued: Well, I always feel like I'm doing something right if Derek is upset about it. So, there we are. That's all I got. Thank you.

2. Councilor Geri Ashley: I think the only thing that I had is I just wanted to get some clarification for the Spring Clean Up. Does this mean that we are going to cover the whole city? So, they're going to come back by every house on week one and two. Is that what that means?

Lee Clark clarified: Yes, we'll make two trips across the city. One each week.

Councilor Ashley replied: Okay, perfect. Gotcha. That's all I have.

3. Councilor Camille Burdine: I want to thank Lee and Lee's department for getting up our historic signs in our historic neighborhoods. They look great. We've heard some positive feedback from them and we appreciate the hard work that y'all are doing to get our city looking good. That's all I have today.

4. Councilor Chris Crowell: Thank you, Mayor. I certainly want to pass along condolences to the Jewell family and Mayor, to your family in the time of loss here. Sorry to hear that news. I wanted to just kind of update the council a little bit. Sort of hot off the press and I'm not going to go into it in great depth, but I am the council liaison to the Planning Commission and we had a concept rollout today that I think will be helpful with the SP process. I know Josh and Kristen and Paul and Kristy spent a lot of time on the tool and it's something we'll be seeing more of probably in the coming weeks and months. It is a difficult process sometimes to figure out what works best for us in terms of annexations in the SP process. What I've seen so far, I really appreciate the staff's work on that. So, I look forward to that.

I notice that this is restaurant week in the City of Lebanon. I noticed that from the Chamber. Years ago, I think the Chamber used to have an open house - Bill (addressing someone in the audience), I know some of us have been involved with the Chamber a long time - remember, on St. Patrick's Day. And so, I think they've sort of converted that into a week-long celebration in our community where we can go and patronize restaurants in our community. That's certainly a way we can keep our dollars local. Sometimes you may have other plans during the week, but if you can go and buy a gift certificate or get something to go. We certainly plan on doing that in our

family this week and would encourage everyone to do that on the council and in our audience as well. So, that's all I have, Mayor. Thank you.

5. Councilor Tick Bryan: I just want to apologize for my phone going off and I want to make sure everybody has theirs silenced, because I obviously did not have mine silenced. (laughter) That's all I have. Thank you.

6. Councilor Phil Morehead: I just want to offer my condolences to the families that have lost loved ones. I've been through that many a time and it's a difficult time. So, my thoughts and prayers are with them. I know my wife loves to cook dinner every night for me, but we intend on going out a lot during restaurant week just to support the patrons. It's going to break our heart, but we're going to do it. That's all I have.

CONSENT:

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

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

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

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

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

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

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. 26-7356, second reading, to amend the Future Land Use Plan of the City of Lebanon, Tennessee, by changing 541 Bartons Creek Road (Tax Map 81 Parcel 122) from FLH4 – Residential 4 units per acre & FLH8 – Residential 8 units per acre to DXU – Downtown Mixed Use & FLH8 – Residential 8 units per acre in Ward 3 (Request by Suncrest Real Estate & Land) **(Planning Commission recommended approval by a vote of 7-1 at their February 9, 2026 Special-Called meeting).**

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

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

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

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

Motion was made by Councilor Burdine, to pass said Ordinance with the following amendments: Change that we will allow signage on the north side of the building. Also, on the secondary street to move the build out from 70 feet to 90 feet. I have talked with Josh Stahle about that. Motion was seconded by Councilor Carmack. Motion carried unanimously. Ordinance was read and passed on second/final reading.

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

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

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

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

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

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

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

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

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

NEW BUSINESS:

Ordinance No. 26-7377, first reading, to authorize a budget amendment for the Sewer Collections Department, by Regina Santana, Utilities Director.

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

Ordinance No. 26-7378, first reading, to authorize a budget amendment for the Water Distribution Department, by Regina Santana, Utilities Director.

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

Ordinance No. 26-7379, first reading, to authorize budget amendments for General Maintenance, by Lee Clark, Public Works Director.

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

Ordinance No. 26-7380, first reading, to authorize a budget amendment for the Street Department, 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. 26-7381, first reading, to authorize budget amendments for the Garage, by Lee Clark, Public Works Director.

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

Ordinance No. 26-7382, first reading, to approve and adopt modifications to certain fees for the Fire Marshal's Office and to amend the relative sections of the Lebanon Municipal Code, by Jason Baird, Fire Chief and Edward Felts, Fire Marshall.

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

Ordinance No. 26-7383, first reading, to authorize budget amendments for the Police Department, by Mike Justice, Police Chief.

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. 26-7384, first reading, to authorize budget amendments for the Wastewater Treatment Plant, by Regina Santana, Utilities Director.

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

Ordinance No. 26-7386, first reading, to approve a budget amendment for the Airport to roll over funds for runway improvements, by R.T. Baldwin, Assistant Public Works Director.

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

Ordinance No. 26-7387, first reading, to approve a budget amendment for the Airport to combine funds for the North Terminal Apron and SE Development Project, by R.T. Baldwin, Assistant Public Works Director and Lindsey Wolfenbarger, Finance Director.

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

Ordinance No. 26-7388, first reading, to authorize a budget amendment for the Emergency Services Unit, by Mike Justice, Police Chief.

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. 26-7390, first reading, to authorize the purchase of property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, by Lee Clark, Public Works Director and Kristen Rice, Executive Director of Engineering & Planning.

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

Ordinance No. 26-7391, first reading, to approve and adopt modifications to certain fees for the Planning Department, by Josh Stahle, Senior Planner and Kristen Rice, Executive Director of Engineering & Planning.

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

Discussion by Councilor Burdine: All it says is adopt modification to certain fees. What fees are those?

Kristen Rice replied: Sure. They should be in your packet and we talked about this at the Public Infrastructure Meeting. That may have been when you missed it.

Councilor Burdine confirmed: Yes. Sorry.

Kristen continued: We went through all of them. We compared ourselves to our other neighbors to see what they are; just to try to keep up with the growth and inflation and the time spent on these and regulations that are required. So, this puts us in line with some of our other

competing agencies I guess. We haven't updated these in....we did some of them partially five years ago but a lot of them hadn't been touched in 15 years. These are the planning related fees.

Councilor Morehead added: When we were looking at those, there was shockingly a number of fees and how far out of line we were compared to everybody else. So, the idea was just bringing these in line with everybody around us.

Councilor Burdine replied: Sounds good. Thank you.

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

Ordinance No. 26-7392, first reading, to approve a budget amendment for City Hall Building Maintenance, by Lindsey Wolfenbarger, Finance Director.

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

Ordinance No. 26-7393, first reading, to approve the purchase of a drone and to authorize the related budget amendments for the Engineering Department, by Mattie Neely, Engineering Director of Development and Kristen Rice, Executive Director of Engineering & Planning.

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.

Resolution No. 26-2827, opposing the establishment of an Immigration and Customs Enforcement Detention Facility within the city limits, by Rick Bell, Mayor.

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

Resolution No. 26-2828, to approve an agreement with C Spire Business for CJIS Cyber Security for the Lebanon Police Department, by Mike Collinsworth, MIS Director and Lindsey Wolfenbarger, Finance Director.

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

Resolution No. 26-2829, to approve an agreement with ITpipes for CCTV Inspection Program for Pipeline Management, by Lote Kaesonate, Water/Sewer Manager.

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

Resolution No. 26-2830, to approve the escrow agreement between Judy Construction, the City of Lebanon, Tennessee, and Wilson Bank & Trust as Escrow Agent, relative to the Equalization Basin and Pump Station Project, by Lindsey Wolfenbarger, Finance Director.

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

Resolution No. 26-2831, to join the State of Tennessee and other local governments in amending the Tennessee State Subdivision Opioid Abatement Agreement and approving the related settlement agreements, by Andy Wright, City Attorney.

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

Resolution No. 26-2832, to approve an agreement with Motorola Solutions for drone as a first responder trial, by Mike Justice, Police Chief.

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

Resolution No. 26-2833, first reading, to approve a three-year agreement with C Spire Business for Barracuda Email Protection, by Mike Collinsworth, MIS Director and Lindsey Wolfenbarger, Finance Director.

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

The March 17, 2026 Regular Called Lebanon City Council Meeting adjourned at 6:28 p.m.

Attest:

Approved:

Lindsey Wolfenbarger
Finance Director

Rick Bell
Mayor

Secretary:

Kristen Ragsdale

WORK SESSION

March 19, 2026

Council members present: Councilors Joey W. Carmack, Camille Burdine, Chris Crowell, and Phil Morehead. Also present at the meeting were: Regina Santana, Utilities Director; Jeremiah Exum, Wastewater Treatment Plant Manager; Steve Jones, Water Management; Kristen Rice, Executive Director Engineering and Planning; Lee Clark, General Services Admin.; Chief Jason Baird, Lebanon Fire Dept.; Kristen Ragsdale, Council Secretary, Tonya Jones, Executive Administrative Assistant.

Absent: Councilors Geri Ashley & Tick Bryan

- Purpose: Potential Property Acquisitions to Planned Municipal Utility Facilities

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

Mayor Bell began the meeting by informing those in attendance that Regina Santana had two projects to discuss with council and turned it over to Regina.

Regina stated that there were two projects and the city needed a landing spot for both projects. The first is for the City's new Water Reclamation Plant. She communicated that TDEC sponsored ARP (American Rescue Plan) grant will cover 30% of the cost of design plans for that project, but in order to seek full reimbursement, we needed a site selected and purchased.

There were several locations considered. The first was, could the WWTP expansion stay at the current location by removing the solar panels and the gasification plant and using that space?

Steve Jones responded: that it would actually cost more and leave no room for future expansion. He then explained that three properties were looked at for the expansion. The first was the Perma-Pipe property across the street from the WWTP. It would be easy to tie into for flow due to location but the biggest problem is the lack of space. No more than one expansion would be gained from this property. The wastewater processes require volume which takes space. If we limit ourselves today, what happens in the future?

Councilor Burdine asked: how big do we plan to expand?

Steve replied: The first expansion will be 20M gallons/day capacity. Metro Nashville has 2 plants and one of those alone is sized for 120M gallons/day. To put into perspective, a good average is 350 gallons/day per house. He spoke about the growth Lebanon has had in the past couple of years and the planned growth explaining that 57,000 homes would equate to 20M gallons/day. He pointed out that this did not include any commercial growth that comes with residential growth (gas stations, car washes, stores, etc.). He pointed out that the Barton's Creek interceptor was sized for what currently existed plus growth.

Councilor Burdine asked if 20M gallons/day was enough?

Steve replied that it was a good start. You can't start too large or you are unable to keep the flow stirring enough for the system to work properly.

Councilor Crowell asked what we currently had.

Steve replied: 10M.

Councilor Crowell asked what we would get if we purchased the Perma-Pipe property.

Steve explained that would provide 20M, but no expansion beyond that.

Jeremiah stated that we had experienced 9% growth in the last 5 years and that TDEC cuts us off at 85%. Today, we are at 75%.

Councilor Carmack had arrived after the meeting began and he asked which property was currently being discussed.

Regina stated the Perma Pipe property, then introduced the second site which was Rockwood Property (Site A on the handouts) at 510 Hartmann Drive. She explained that the owner was interested in selling it and had approached the city about buying it.

Steve stated the issue with that property is that 1/3 of the 59 acres is in a flood plain. We can build the 20M on it but we lose primary settling tanks and would be forced to build more secondary tanks, treatments, and mixers. He stated we would have to build taller tanks so we'd have to continue to use the current plant quite a bit. We would be limited on sludge control and odor control but we could reasonably go to 30M gallon/day. He then introduced the last site (Site B) located at the NW corner of Hartmann Dr and Coles Ferry Pike and was 52 acres. The sellers (3 siblings) are not interested in selling at this time. While a little smaller than the Rockwood property, it is 100% usable so there is room for expansion to 40M gallon/day facilities. This would be adequate capacity beyond 2080 (55 years).

Regina added that Rockwood would be easier to purchase but that would not set up those behind us for success. The facility will be screened and buffered so people will not see it when driving past it and odor control would be good.

Jeremiah added that we currently only had one odor control.

Steve added that pulling things back 100 – 125 feet and buffering with trees would help in minimizing odor too.

Regina stated that since we are a government entity, if the sellers would not agree, we could still acquire the property.

Councilor Carmack asked Regina to discuss the option on Maple Hill.

Regina explained that the Donnell property owners may be willing to sell to the city, but moving the plant away from where it currently is would be more expensive.

All present were in agreement that the best site is the one at the corner of Hartmann Dr. and Coles Ferry Pike. It not only meets the needs of the city currently, but allows room for needed plant expansions for years to come. Regina will contact the property owners to begin negotiations and will keep the council updated on the process.

Regina introduced the next topic – the downtown pump station.

Steve explained the spot in front of the Burger King on the square where water runs the wrong direction during heavy rainfalls/flooding. During these times, the water can't go through the siphon. A pump station would break the flow at the square in half and reverse the flow where the manhole pops during large floods. The idea is to build a pump station and put a façade on the front of it to look more like a nice building. All of the mechanical machinery would be inside the building.

Discussion between council members, Regina, Steve ensued with many different location options suggested. The owner of the Mill not interested in selling property he has in the area that would be ideal. Locations on Market Street suggested but a pond is on one of them which would keep it from working. Another area suggested was on the wrong side of the creek. Regina had reached out to the owner (Kurt Gibbs) of a vacant building but he only wanted to sell it if the city bought all three spots and we don't need them all. The property where Uptown Motel sits (316 N Cumberland) was suggested. Steve mentioned that this property could work if we also had the empty lot behind it but would need an easement through Maple Street to shoot between the Mill and gymnastics building. If the city can purchase 316 and 312 N Cumberland Street that could work.

Mayor Bell suggested maybe using the back lot for the pump station and save the front for future. If/when that part of town is revitalized, someone may want to buy that to put a business there.

Regina added that if we put the pump station in the back lot, we wouldn't have to do a fancy façade so that could save some more money. She will contact the owner about buying the property from him. Everyone was reminded that if he didn't want to sell, since the City of Lebanon is a government entity, we could still acquire it regardless since it would be utilized for the better of the city.

The March 19, 2026 Work Session ended at 6:00 p.m.

Attest:

Approved:

Lindsey Wolfenbarger
Director of Finance

Rick Bell
Mayor

Secretary:

Kristen Ragsdale

Tonya Jones

From: Tonya Jones
Sent: Thursday, March 12, 2026 10:41 AM
To: Andy Humbles - Tennessean; Angie Mayes; Anthony Glover (aaglover@fox17.com); Channel 17 - Newsroom (news@fox17.com); Channel 4 - Newsroom WSMV; Channel 5 - Newsroom (news@wkrn.com); Coleman Walker (colemanandcompany@yahoo.com); Craig Harris (charris@lebanondemocrat.com); Dave Gould (dgould@mainstreetmediatn.com); Isaac Wright (iwright@lebanondemocrat.com); Kendall Ashman (kashman@wkrn.com); Laurie Everett (laurieeverett1@gmail.com); Lebanon Democrat-Notices (news@lebanondemocrat.com); Llsa Peters - Wilson Post; MJ Lucas (info@wantfm.com); MJ Lucas (mjluucas1@charter.net); News Channel 5 - Newsroom; Nick Beres (nick.beres@newschannel5.com); Sabrina Garrett (sabrinalgarrett@gmail.com); Sabrina Garrett (sgarrett@mainstreetmediatn.com); Scott Walker (wgns.fm@gmail.com); Sean Dozier (seandozier@outlook.com); Trannon L. Goble (thewatertownexpress@gmail.com); WANT - FM 98. 9 (wantwcor@aol.com); Wilson Post Newsroom (news@wilsonpost.com); Xavier Smith - Wilson Post
Subject: Public Notice - City of Lebanon Work Session meeting

MEDIA – Please include in the Community Events / Peoples Agenda

Public Notice

CITY OF LEBANON WORK SESSION

DATE: Thursday March 19, 2026

TIME: 5:00 p.m.

**PLACE: Town Meeting Hall
City of Lebanon Administration Building at 200 North Castle Heights Ave.**

PURPOSE:

- Potential Property Acquisitions To Planned Municipal Utility Facilities

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 615/443-2809.

Have a great day.

Tonya Jones

CITY OF LEBANON

Office of Mayor Rick Bell

Executive Admin Assistant

200 North Castle Heights Avenue, Lebanon, TN 37087



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

CITY OF LEBANON **WORK SESSION MEETING** **AGENDA – March 19, 2026 - 5:00 P.M.**

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

1. ROLL CALL

2. PURPOSE:

- **Potential Property Acquisitions To Planned Municipal Utility Facilities**

ORDINANCE NO. 26-7377

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

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

WHEREAS, a budget amendment is now necessary for the Sewer Collections Department to cover overtime for the remainder of the fiscal year; and

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

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

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

Department: Sewer Collections

From: 41190001-79010 Retained Earnings \$30,000.00

To: 41152214-71120 Overtime \$30,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading:

3/17/2026

Passed second reading:

ORDINANCE NO. 26-7378

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

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

WHEREAS, a budget amendment is now necessary for the Water Distribution Department to cover overtime for the remainder of the fiscal year; and

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

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

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

Department: Water Distribution

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

To: 41152114-71120 Overtime \$20,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7379

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

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

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

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

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

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

Department: General Maintenance

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7380

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

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

WHEREAS, a budget amendment is now necessary for the Street Department to cover overtime due to snow and ice removal during Winter Storm Fern; and

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

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

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

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7381

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

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

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

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

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

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

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7382

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

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

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

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

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

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

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

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

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

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

Ord. No. 26-7382
Page 2

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-XXXX

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 26-7383

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

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

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

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

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

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

Department: Police

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading:

3/17/2026

Passed second reading:

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

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

DEPARTMENT Police

RCVD MAR 5 2026

TRANSFER FROM

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

TRANSFER TO

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

REQUESTED BY William Glover

DATE 2/26/2026

DEPARTMENT HEAD Mike Justice, Chief of Police

DATE 2/26/2026

FINANCE DIRECTOR Lindsey Wolfenbarger

DATE 3/5/26

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

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

ORDINANCE NO. 26-7384

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

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

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

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

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

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

Department: WWTP

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

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

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

DEPARTMENT WWTP

RCVD MAR 4 2026


TRANSFER FROM

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

TRANSFER TO

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

REQUESTED BY Jeremiah Exum

DEPARTMENT HEAD 

FINANCE DIRECTOR Lindsay Wolfenbarger

MAYOR _____

DATE 3/2/2026

DATE 3/4/2026

DATE 3/4/26

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

Balancing budget

ORDINANCE NO. 26-7386

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

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

WHEREAS, a budget amendment is now necessary for the Airport to move funds that were encumbered in the previous fiscal year for runway improvements; and

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

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

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

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

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

Attest:

Finance Director

Approved:

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7387

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

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

WHEREAS, a budget amendment is now necessary for the Airport to combine funds for the North Terminal Apron and SE Development Project which is all one project; and

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

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

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

Department: Airport Capital

From: 31552524-79300 Improvements \$900,000.00

To: 31552525-79300 Improvements \$900,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading:

3/17/2026

Passed second reading:

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

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

DEPARTMENT AIRPORT CAPITAL

TRANSFER FROM

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

TRANSFER TO

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

REQUESTED BY R.T. BALDWIN

DEPARTMENT HEAD Lindsey Wolfenbarger

FINANCE DIRECTOR Lindsey Wolfenbarger

MAYOR _____

DATE 3/6/2025

DATE 3/6/25

DATE 3/6/25

DATE _____

BEFORE THE FACT AFTER THE FACT

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

ORDINANCE NO. 26-7388

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

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

WHEREAS, a budget amendment is now necessary for the Emergency Services Unit to cover overtime for the remainder of the fiscal year; and

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

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

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

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

ORDINANCE NO. 26-7390

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

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

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

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

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

Section 1. The purchase of the property at 1225 and unaddressed Canal Street, Tax Map 58M, Parcels 34.00 & 35.00, as detailed on Deed Book 173, Page 183 and Deed Book 249, Page 316, attached hereto by reference as though appearing verbatim herein, for One Million, Six Hundred Thousand Dollars, and 00 cents (\$1,600,000.00) is hereby approved. The Mayor and the Finance Director are hereby authorized to execute all necessary documents related to such purchase.

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

Department: Public Works

From: 11090000-79000	Budget Fund Balance	\$1,700,000.00
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To: 11041610-79200	Contractual Services	\$1,700,000.00
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Section 3. The City Attorney is hereby authorized to engage an attorney for the closing process of purchasing such property.

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

Ord. No. 26-7390
Page 2

Attest:

Approved:

Director of Finance

Mayor

Approved as to form:

City Attorney

Passed first reading: 3/17/2026

Passed second reading: _____

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

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

DEPARTMENT PUBLIC WORKS

RCVD MAR 6 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 1,700,000.00	
	Total	\$ 1,700,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11041610-79200	Contractual Services		\$ 1,700,000.00
	Total		\$ 1,700,000.00

REQUESTED BY Jake Pruitte

DATE 3/6/2026

DEPARTMENT HEAD Lee Clark, Kristen Rice

DATE 3/6/2026

FINANCE DIRECTOR _____

DATE _____

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

GENERAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Eighty Five Thousand (\$85,000.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, we, Dallas Floyd, J. D. Floyd, and Billy Baxter, as equal partners and as equal tenants in common, have this day bargained and sold, and do by these presents transfer and convey unto TRW, Inc., a corporation duly organized and existing under the laws of the State of Ohio, with principal offices at 23555 Euclid Avenue, Cleveland, Ohio 44117, its successors or assigns, the following described property, situate and lying in the 10th Civil District of Wilson County, Tennessee, to-wit:

A certain tract or parcel of land, together with all of the improvements thereon, located in the Municipal Industrial Subdivision in Lebanon, Tennessee, and which is bounded on the North by Johnston and Brooks, East by other lands of the Industrial Subdivision, South by Canal Street, and West by property of the State of Tennessee, and being more particularly described as follows:

Beginning on the north margin of Canal Street on an iron pipe at the southeast corner of the land of the State of Tennessee, and running along said margin of Canal Street, north 82° 22' east 165.5 feet to a stake; thence north 7° 38' west 306 feet to a stake in the fence on the south line of Johnston and Brooks; thence with the fence north 82° 32' west 171.7 feet to a concrete marker at the northeast corner of the State of Tennessee property; thence with the State's east boundary south 7° 38' east 351.7 feet to the point of beginning. (This description is taken from the deed to the within named grantors, there being no other survey available and no plat of this particular property being available.)

Being the same property which was conveyed to Dallas Floyd, J. D. Floyd and Billy Baxter, by the City of Lebanon, Tennessee, by deed dated October 27, 1958, which is shown recorded in Deed Book 151, Page 54, in the Register's Office for Wilson County, Tennessee.

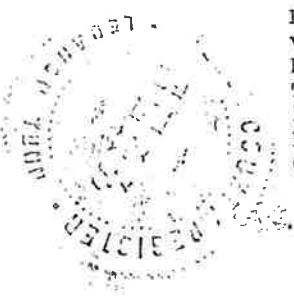
I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$85,000.00, which amount is actual to or greater than the amount which the property transferred would command at a fair voluntary sale.

[Handwritten signature]

Affiant

Subscribed and sworn to before me this 17 day of June 1973

[Handwritten signature]



TO HAVE AND TO HOLD the above described property unto TRW, Inc., a corporation duly organized and existing under the laws of the State of Ohio, its successors or assigns, forever in fee simple.

WE COVENANT that we are lawfully seized and possessed of said property; that we have a good and lawful right to transfer and convey the same; that the same is free, clear, and unencumbered; and that we will forever warrant and defend the title thereto against the lawful claims and demands of all persons, whomsoever.

WITNESS our signatures hereto on this the 1st day of June, 1973.

Dallas Floyd
DALLAS FLOYD

J. D. Floyd
J. D. FLOYD

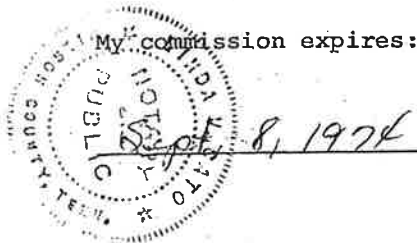
Billy Baxter
BILLY BAXTER

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid County and State, the within named Dallas Floyd and Billy Baxter, with each of whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 22nd day of May, 1973.

Dinda V. Cato
NOTARY PUBLIC



STATE OF ~~MISSISSIPPI~~ TENNESSEE

COUNTY OF Wilson

Personally appeared before me, the undersigned authority, a Notary Public in and for the aforesaid County and State, the within named J. D. Floyd, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 1st day of June, 1973.



James B. Taylor
NOTARY PUBLIC

My commission expires:

State Tax	\$ 221.00
Fee	\$.50
Recording Fee	\$ 6.00
Total	\$ 227.50
Recpt. No.	\$

MARGIE L. TRICE
REGISTER OF DEEDS
WILSON CO. TENN

Filed for record July 7, 1973
at 10:25 o'clock AM.

Noted in Note Book 17 Page #353
Recorded in Deed Book #216 Page #316
in the Register's Office, for
Wilson County, Tennessee.

On this 7 day of July 1973
Margie L. Trice Register
C. J. McEldred Dep. Reg.

CITY OF LEBANON

TO DEED

T R W, INC.

DEED

WHEREAS, THE City of Lebanon, Tennessee and Commerce Union Bank, Nashville, Tennessee, as Trustee, entered into an agreement known as Indenture of Mortgage or Deed of Trust, dated February 15, 1961, recorded in Trust Deed Book 185, Page 161, ROWC, Tennessee, and also, the City of Lebanon, and Ross Gear and Tool Company, Inc., entered into an Industrial building lease as of the same date, same being of record in Trust Deed Book 185, Page 138, ROWC, Tennessee, and

WHEREAS, since the execution of said instruments, TRW, Inc. has succeeded to and assumed all benefits and obligations as a result of said instruments replacing Ross Gear and Tool Company, Inc., and

WHEREAS, the said instruments granted unto Ross Gear and Tool Company, Inc., the right, option and privilege of purchasing under certain terms and conditions land described in said instruments not to exceed ten (10) acres during the initial term of the lease and indenture, and

WHEREAS, TRW, Inc., as successor to Ross Gear and Tool Company, Inc., now desires to exercise said option and privilege by purchasing the property hereinafter described, at the stated consideration of One Thousand (\$1,000.00) Dollars per acre;

NOW, THEREFORE, in consideration of the premises and in consideration of the sum of Nine Thousand Seven Hundred Ninety & 00/100 (\$9,790.00) Dollars, cash in hand paid, the receipt of which is hereby acknowledged, the City of Lebanon, Tennessee, a municipal corporation, chartered, organized and existing under the laws of the State of Tennessee, has this day bargained and sold, and by these presents does hereby bargain, sell, transfer and convey unto TRW, Inc., its successors or assigns, a corporation, chartered, organized, and existing under the laws of the State of Ohio, domesticated and licensed to do business in the State of Tennessee, the following described tract or parcel of land, to-wit:

Situate and lying in what is known as the Industrial Subdivision to Lebanon, in the 10th Civil District of Wilson County, Tennessee, and more particularly and fully described as follows: Starting at the intersection of Floyd and Baxter North-east property corner, Brooks and Johnson common property line and Ross Gear and Tool Company North-west property corner, this point being the point of beginning; thence running on Ross Gear and Tool Company North property line having a bearing of South 82° 38' East, a distance of 480.90 feet to a point; thence turning and running on a line having a bearing of South 7° 38' East, a distance of 875.54 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 442.42 feet to a point; thence turning and running on a line having a bearing of South 7° 38' East, a distance of 400.00 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of ~~16.83~~ 16.83 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West, a distance of 490.0 feet to a point, this point being the point of beginning containing 9.79 acres, more or less. Being a part of the property conveyed to the City of Lebanon by a deed from Jim Horn Hankins et ux, dated January 5, 1957, of record in Deed Book 146, Page 233, ROWC, Tennessee.

TO HAVE AND TO HOLD unto the said TRW, Inc., its successors or assigns, forever. City of Lebanon, Tennessee, covenants that it is lawfully seized and possessed of the

land herein conveyed, that same is free, clear and unencumbered, except for the trust indenture or deed of trust, and industrial building lease, hereinbefore mentioned, and that it will forever warrant and defend the title to said property unto grantee against the lawful claims of all persons, whomsoever.

This conveyance is made under the terms and conditions of the trust indenture or deed of trust dated February 15, 1961, recorded in Trust Deed Book 185, Page 161, RCWC, Tennessee set forth in Article VII, Section Paragraph 7.01, of said trust indenture or deed of trust, and also under the terms and conditions set forth in the Industrial Building Lease, executed as of the same date, Section 17, thereof, wherein it is provided that the City of Lebanon pay unto Commerce Union Bank, as Trustee, the purchase price received for said land, and the City of Lebanon does hereby assign, transfer and set over unto said Commerce Union Bank, Trustee, the consideration herein stated for the purposes set forth in said trust indenture and industrial building lease.

Possession of the land herein described is given with delivery of deed with the grantee assuming the payment of all taxes assessed against said land from and after the date of this instrument.

This April 27th, 1966.

CITY OF LEBANON

By Charles Loyd, MAYOR

ATTEST
Jack D. Bixler, Commissioner of Finance and Revenue

STATE OF TENNESSEE

COUNTY OF WILSON

Before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, personally appeared Charles D. Loyd, and Jack Bixler, with each of whom I am personally acquainted, and who upon their several oaths, acknowledged themselves to be the Mayor and Commissioner of Finance and Revenue, respectively, of Lebanon, Tennessee, the within named Bargainor, a municipal corporation, and that they, as such Mayor and Commissioner of Finance and Revenue, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing of the name of the corporation by themselves as Mayor and Commissioner of Finance and Revenue, respectively.


Witness my hand and official seal at office in Lebanon, Tennessee, on this the 27th day of April, 1966.

Tabitha A. Ferguson
NOTARY PUBLIC

My commission expires: Dec. 5, 1965.

Filed for records April 29, 1966, at 1:10 O'clock P.M.

Recorded April 30, 1966.


JOHNNIE SPICKARD, REGISTER

AGREEMENT OF PURCHASE AND SALE

by and between

ZF ACTIVE SAFETY AND ELECTRONICS US LLC

AS SELLER,

And

THE CITY OF LEBANON, TENNESSEE

AS PURCHASER

DATED: ~~July~~ 5, 2024
August

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of this 5th day of July, 2024, by and between ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware limited liability company ("Seller"), and THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of approximately 10.99 acres of land (the "Land") situated at 1225 Canal Street (APN 095 058M B 03500 000) and an unaddressed parcel on Canal Street (095 058M B 03400 000), as more particularly described in Exhibit A annexed hereto and made a part hereof including all buildings and improvements on the Land (the "Improvements").

WHEREAS, Purchaser currently owns the land adjacent to the Property (as defined below) located at 1103 West Baddour Parkway, Lebanon, Tennessee, including the buildings and improvements located thereon (the "Purchaser's Property"). Seller currently leases the buildings and improvements on the Purchaser's Property for use as an industrial warehouse pursuant to a certain Industrial Building Lease dated February 16, 1961 (the "Lease").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property and all other rights, entitlements and appurtenances thereto as set forth herein.

NOW, THEREFORE, for good and valuable considerations, the parties hereto agree as follows:

1. **SALE**. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, the Property defined as follows: (i) the Land, together with the Improvements located on the Land and appurtenances thereto, subject to existing building and use restrictions, all matters of record, zoning ordinances, and any other easements and restrictions of record; (ii) all of Seller's right, title and interest, if any, in and to any riparian, oil, gas and mineral rights and all privileges, governmental permits and approvals, impact fee credits, development rights, warranties, contracts, improvements, easements, and other rights, interests and appurtenances to the land, but only to the extent any of the foregoing are assignable and appurtenant to the land; (iii) all of Seller's right, title and interest, if any, in and to all intangible property and all plans, specifications, studies and reports owned or controlled by Seller but only to the extent assignable and appurtenant to the land; and (iv) all of the personal property and equipment described on Exhibit B attached hereto.

2. **PURCHASE PRICE**. The total purchase price to be paid to Seller by Purchaser for the Property shall be the sum of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the "Purchase Price"). Purchaser shall pay the Purchase Price to Seller at Closing (defined herein), plus or minus prorations and other adjustments required under this Agreement. At Closing, the Deposit (defined herein) shall be delivered to Seller and the amount so delivered will be credited against the Purchase Price. The Purchase Price shall be paid by federal wire transfer of immediately available funds.

3. **CLOSING.** The purchase and sale contemplated herein shall be consummated at a closing ("**Closing**") upon delivery by Seller of a special warranty deed conveying marketable title to Purchaser and payment of the Purchase Price by Purchaser. The Closing shall take place in escrow or at a location as otherwise agreed by the parties. In order to avoid the necessity of Seller and Purchaser attending a physical closing, the parties agree to use their reasonable efforts to consummate the Closing by delivery of all necessary closing documents and closing funds to Escrow Agent to be held in escrow pursuant to written closing instructions from Seller and Purchaser. Subject to Purchaser's right to cancel this Agreement as set forth herein, the Closing shall occur on the date that is fifteen (15) days following the second City Council meeting occurring after the expiration of the Inspection Period (as defined herein), unless extended with the mutual written consent of both Seller and Purchaser (the "**Closing Date**").

4. **EARNEST MONEY DEPOSIT.** Within five (5) business days of the Effective Date (defined herein), Purchaser shall deposit with First American Title Insurance Company, National Commercial Services Division, whose address is 900 Wilshire Boulevard, Troy, Michigan, Attention: Ms. Robin Brewer, Telephone No.: (248) 458-7206 (the "**Escrow Agent**") its earnest money deposit in the amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) (the "**Deposit**"). The Deposit shall be held in trust by Escrow Agent and disbursed only in accordance with the terms of this Agreement. At Closing, the Deposit shall be delivered to Seller and credited against the Purchase Price. In the event of a default by Purchaser, in which event the Deposit shall be disbursed to Seller as liquidated damages in accordance with Section 10. Upon signing of this Agreement, Purchaser shall provide the Escrow Agent with its Federal Taxpayer Identification Number, if applicable.

5. **INSPECTION PERIOD.** Within seven (7) days of the Effective Date, Seller shall provide copies of all available leases, drawings, environmental reports, engineering reports, and other available relevant documents in Seller's reasonable possession and control. For purposes of this Agreement the term "reasonable possession and control" shall mean a search of Seller's electronic files and hard copy files located at the Property. Purchaser shall have from the Effective Date until the date that is one hundred twenty (120) days after the Effective Date (the "**Inspection Period**") to perform such tests, investigations, inspections, interviews, studies and analyses (the "**Investigations**") of the Property and the Purchaser's Property as Purchaser deems appropriate, including, without limitation, environmental, engineering and soils and groundwater tests and interviews with Seller and its agents and consultants, and Seller hereby grants Purchaser and its agents the right to enter the Land and Purchaser's Property to perform such Investigations. Prior to performing any invasive testing, Purchaser shall provide Seller a copy of the proposed scope of work and schedule for performing such Investigations at the Property and Purchaser's Property for Seller's review and approval, which approval shall not be unreasonably withheld or delayed. Seller and its representatives and consultants may accompany Purchaser and its consultants during the Investigations. Purchaser acknowledges that Seller is conducting environmental remediation, clean up, and remedial actions at the Property and the Purchaser's Property, and Purchaser will reasonably cooperate with Seller with respect to its Investigations to avoid disturbing the sub-slab depressurization system (SSDS) and the ongoing environmental remediation, clean up, and remedial actions. If Purchaser is dissatisfied, for any reason, in Purchaser's sole and absolute judgment, with the result of Purchaser's Investigations, then Purchaser may cancel this Agreement by notifying Seller of such cancellation on or before 5:00 p.m. on the last day of the Inspection Period (assuming it is a business day, otherwise on the

next ensuing business day), whereupon Escrow Agent shall return the Deposit to Purchaser and both parties shall be released from all further obligations under this Agreement, except as otherwise provided in this Agreement. Prior to Purchaser entering the Property or Purchaser's Property to conduct the inspections and/or tests described above, Purchaser shall obtain and maintain, at Purchaser's sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to obtain and maintain, and, upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million and No/100 Dollars (\$2,000,000.00) combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and/or tests. Purchaser shall deliver to Seller a certificate of insurance evidencing that such insurance is in place prior to any such entry upon the Property or Seller's Property. Immediately after completion of any invasive test(s), Purchaser, or its agents or contractors shall refill any holes dug and otherwise repair any damage to the Property as a result of its activities, subject to normal wear and tear, that are the result of such tests. Purchaser will permit no lien to attach to the Property as a result of the activities permitted hereunder.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE DEED TO BE DELIVERED AT THE CLOSING ("SELLER'S REPRESENTATIONS"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION OF THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S REPRESENTATIONS SET FORTH HEREIN. EXCEPT FOR SELLER'S REPRESENTATIONS, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) CONDITION, (F) OPERATION OR INCOME, (G) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (H) ABSENCE OF DEFECTS, (I) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (J) ABSENCE OF FAULTS, (K) FLOODING, OR (L) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. UPON CLOSING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURCHASER SHALL

ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER AND SELLER SHALL NOT BE LIABLE TO PURCHASER FOR SUCH CLEAN-UP, REMOVAL OR REMEDIATION.

THE PROVISIONS OF THIS PARAGRAPH 5 SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE CLOSING DOCUMENTS.

6. TITLE COMMITMENT AND POLICIES.

6.1 Title Commitment. Seller has obtained and delivered to Purchaser, at Purchaser's expense, a title commitment from Escrow Agent (the "Title Company") for title insurance covering the Property, including all beneficial easements, together with legible copies of all recorded documents referenced therein (the "Commitment"), by which Commitment the Title Company shall agree to issue to Purchaser, upon recording the Deed for the Property and satisfaction of all applicable requirements, a standard owner's ALTA policy in the amount of the full Purchase Price, without exception for any matters other than the following (the "Permitted Exceptions"): (i) taxes and assessments for the year 2024 and each year thereafter; (ii) presently applicable zoning and governmental regulations; and (iii) any easements, covenants or other matters of record deemed a Permitted Exception under Section 6.2, if any.

6.2 Objections. Purchaser shall have ten (10) business days from receipt of: (i) the Commitment; and (ii) the Survey (as hereinafter defined) provided that Purchaser orders the Survey not later than five (5) days after the Effective Date; but in no event later than forty five (45) Days after the Effective Date, to give written notice to Seller of its disapproval, in Purchaser's sole and absolute discretion, of any matter contained in the Commitment and/or the Survey ("Purchaser's Notice"). Seller agrees to cure any defect due to a voluntary mortgage/deed of trust lien ("Monetary Lien") encumbering the Property. In no event shall Seller be obligated to institute legal proceedings to cure any title or survey defect, provided that Seller shall have the right, but not the obligation, to attempt to correct the title or survey defects set forth the Purchaser's Notice. If Seller desires to attempt to correct one or more of the title or survey defects it shall deliver written notice of such election to Purchaser within ten (10) days of its receipt of Purchaser's Notice and Seller shall have until the Closing Date to cure the title and/or surveys defects. If Seller does not respond to a Purchaser's Notice within such ten (10) day period, Seller shall be deemed to have elected not to cure any of the title and/or survey defects noted in the Purchaser's Notice. If Seller elects (or is deemed to have elected) not to cure one or more title and/or survey defects, or if Seller elects to cure one or more title or survey defects, but is unable to do so as of the Closing Date, then in either case, Purchaser shall have the option, to be exercised within ten (10) days of Purchaser's receipt of Seller's written notice that it

will not or can not cure one or more of the title and/or survey defects, or if no written notice is given by Seller, ten (10) days from the date that Seller is deemed to have elected not to cure pursuant to this paragraph, to:

(i) Close and accept the title and Survey "as is," without reduction in the Purchase Price and without claim against Seller for such title and/or survey defects; or

(ii) Cancel this Agreement, in which event, Escrow Agent shall return the Deposit to Purchaser; and upon such return of the Deposit, both parties shall be released from all further obligations under this Agreement (other than the indemnification obligations contained Section 5).

In the event that Purchaser fails to notify Seller of its election within such ten (10) day period, Purchaser shall be deemed to have elected option (i) above. If Purchaser fails to give Seller written notice of any title or survey defects before the expiration of the period set forth above, the defects shown in the Commitment and Survey shall be deemed to be waived as title objections to closing this transaction and shall be deemed to be Permitted Exceptions hereunder. After the Effective Date, Seller shall not subject the Property to any other title or Survey exception without Purchaser's prior written consent.

Notwithstanding anything contained herein to the contrary, Seller shall cause all Monetary Liens to be released at or prior to the Closing. In no event shall any Monetary Lien be or become a Permitted Exception and Purchaser shall not be required to object to any such Monetary Lien.

7. **SURVEY.** Purchaser, at its cost, shall obtain an ALTA survey (the "Survey") of the Property prepared by a licensed land surveyor in form and content acceptable to Purchaser. Upon receipt of the Survey, Purchaser shall forward a copy thereof to Seller. In the event the Survey shows any encroachments of any improvements upon, from, or onto the Property, or on or between any building setback line, lot line, or any easement or other matter, except those acceptable to Purchaser, in Purchaser's sole discretion, such matter may be objected to pursuant to Section 6.2 above. Notwithstanding the foregoing, in no event shall Purchaser have the right to object to any encroachment of improvements from the Property onto Purchaser's Property or from Purchaser's Property onto the Property.

8. **ENVIRONMENTAL MATTERS.**

8.1 **Definitions:**

(a) **Environmental Laws** shall mean all applicable federal, state and local statutes, laws, regulations, ordinances, common law and similar provisions having the force or effect of law relating to protection of health, safety or the environment, including without limitation the Clean Air Act, 42 U.S.C. §7401 et. seq., the Clean Water Act, 33 U.S.C. §1251 et seq., the Resource Conservation and Recovery Act 42 U.S.C. §6901 et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA").

(b) Hazardous Materials means all materials or substances subject to regulation under any Environmental Laws, including, without limitation, any substance regulated as hazardous, dangerous, explosive, flammable, toxic, or radioactive, and any petroleum or petroleum-derived substance.

8.1 Condition of Property, On-Going Environmental Remediation, Clean-up and Remedial Actions, Due Care Obligations, Deed Restrictions and Site Access: Seller makes no representations or warranties regarding the environmental condition of the Property or the suitability or fitness for a particular purpose of the Property for any future use except as provided herein. Purchaser acknowledges that Seller has conducted and is conducting environmental remediation, clean-up, and remedial actions at the Property and the Purchaser's Property, including operation of a sub-slab depressurization system ("SSDS"), soil and groundwater monitoring, and additional remedial action activities pursuant to a 1992 Record of Decision (the "1992 ROD") applicable at the Property and the Purchaser's Property. In addition, Seller is currently negotiating a Consent Order and Amended Record of Decision with the Tennessee Department of Environment and Conservation ("TDEC") and that the Consent Order (and any amendments thereto) may require Seller to conduct additional environmental remediation, clean-up, and remedial actions (the "CO Remediation") to address environmental conditions identified in the Consent Order and the Amended Record of Decision, (the "CO Environmental Conditions"). Seller shall retain sole responsibility and/or liability for the CO Remediation and remediating the CO Environmental Conditions. Except as otherwise provided herein, Seller's responsibility and/or liability for the CO Remediation and the CO Environmental Conditions will terminate upon Seller's completion of all agreed actions in the Consent Order (and any amendment thereto) and TDEC's issuance of a letter of completion and/or no further action as contemplated by the Consent Order (the "NFA"). Purchaser acknowledges that the Consent Order and Amended Record of Decision will require Land-Use Restrictions ("LURs") on the Property and the Purchaser's Property, that will be recorded with the Wilson County Register of Deeds. If requested by Seller at any time, Purchaser agrees to promptly record deed restrictions in a form and manner reasonably acceptable to Purchaser, TDEC and Seller; provided however, any restrictions required by TDEC to complete the remediation at the Property or Purchaser's Property shall be deemed to be acceptable and may include, without limitation, restrictions that: (i) restrict the use of the groundwater; (ii) prohibits the use of the Property for residential purposes or for use as a nursing home or day care facility; and (iii) imposes certain construction standards. At Closing, the Parties shall execute an Access Agreement substantially in the form of Exhibit C attached hereto (the "Access Agreement"), subject to negotiation, pursuant to which Seller shall complete the CO Remediation through TDEC's issuance of the NFA.

Seller acknowledges that Purchaser has entered the Property into TDEC's Brownfield Voluntary Cleanup Oversight and Assistance Program (the "VOAP") and that Purchaser intends to enter into a brownfield voluntary agreement with TDEC. Seller acknowledges that Purchaser's participation in the VOAP requires Purchaser, pursuant to Tennessee Code Annotated § 68-212-224(a)(2), to provide TDEC with a summary of all known environmental investigations, studies, reports or documents concerning the Property's environmental condition and, therefore, Purchaser will provide to Seller copies of any environmental reports or similar documents generated in connection with its Investigations conducted pursuant to this Agreement, at least ten (10) days prior to providing such reports or

documents to TDEC. If Purchaser's reports and documents identify previously unknown Hazardous Materials, or media or areas of the Property or Purchaser Property previously not known or identified as impacted with Hazardous Materials, then Seller, within ten (10) days of receipt of such reports and documents, may terminate this Agreement in its sole discretion and the Deposit shall be refunded to Purchaser and this Agreement, shall terminate except for such matters which expressly provide that they shall survive termination. Notwithstanding the foregoing termination, Purchaser shall have the right to disclose the contents of Purchaser's reports to the extent required by law or if, in the reasonable judgment of Purchaser's officials, there is a danger or threat to public health or welfare due to the existence of such materials and/or their location on the Property, e.g., the possible pollution of the adjacent waterway. Seller agrees to reasonably cooperate with respect to Purchaser's efforts to enter into a brownfield voluntary agreement and related tasks associated with entry into the VOAP, provided however, in no event shall such agreements or entry into the VOAP increase Seller's liability or obligations with respect to the Property or Purchaser's Property unless such increase in liability or obligations is caused by Purchaser's providing environmental reports or similar documents to TDEC. Purchaser agrees not to knowingly exacerbate the CO Environmental Conditions or affect the performance or integrity of, or interfere with the operation of, the remedial action equipment, systems, or activities located on the Property or Purchaser's Property for which Purchaser shall be liable hereunder, provided Seller provides Purchaser with prompt written notice of any issue or concern that could give rise to liability under this provision.

8.2 Exclusive Remedy and Release of Claims: Purchaser and Seller acknowledge and agree that their sole remedy against the other with respect to any claim relating to any Hazardous Materials on, under or emanating from the Property or Purchaser's Property shall be pursuant to this Agreement and the Access Agreement. Except as otherwise provided herein and in the Access Agreement, Purchaser and Seller hereby waive and release the other from any and all liabilities, rights, claims, causes of action, damages, losses that Purchaser or Seller may now or hereafter have, whether now known or unknown, against the other, or its officers, directors, employees, agents, representatives, predecessors and affiliates, under any Environmental Law with respect to the Property or Purchaser's Property or any Hazardous Materials on, under or emanating from the Property (including, without limitation, CERCLA) or otherwise.

8.3 Indemnity. Seller shall indemnify and hold Purchaser harmless against all liabilities, claims, causes of action, actual, out-of-pocket damages, losses or costs (specifically excluding consequential and punitive damages) and incurred under or pursuant to Environmental Laws arising from the existence of the CO Environmental Conditions, provided Purchaser provides Seller with prompt written notice of any actual or threatened claims that could give rise to liability under this provision. Notwithstanding the foregoing, Seller shall not be liable for damages to the extent such claim is due to the acts or omissions of Purchaser, its agents, employees or contractors. The foregoing indemnity shall expire and be null and void upon Purchaser obtaining the NFA.

9. CLOSING PROCEDURES. Purchaser and Seller shall consummate the purchase and sale on the Closing Date, subject to the following closing procedures:

9.1 **Conveyance.** Seller shall convey and/or cause to be conveyed marketable title to the Property by special warranty deed, in the form attached hereto as **Exhibit E** (the "Deed") subject only to the Permitted Exceptions. The Deed shall be subject to the approval of the Title Company as to form.

9.2 **Costs of Sale.**

9.2.1 **Title Insurance.** Purchaser shall pay the costs, fees and premium for the Commitment and title policy.

9.2.2 **Documentary Stamps.** Seller shall pay transfer tax due on the Deed required hereunder, to the extent required by law.

9.2.3 **Costs of Recording.** Purchaser shall pay the cost of recording the Deed.

9.2.4 **Survey and Inspection Costs.** Purchaser shall pay the costs of the Survey and any other inspection conducted by Purchaser on the Property.

9.2.5 **Real Estate Taxes; Other Closing Costs and Prorations.** Real estate and, if applicable, personal property taxes for the Property for the year within which the Closing occurs and applicable association assessments, if any, shall be prorated at and as of Closing. If real estate taxes are not known for the current year, the most recent available year at the maximum allowable discount shall be used to calculate the prorated portions. Purchaser and Seller shall not re-prorate the taxes following closing and Purchaser shall be responsible for any increase in real estate taxes for the year of Closing and thereafter. Any other closing costs shall be paid by the party incurring such costs.

9.2.6 **Attorneys' Fees and Escrow Fee.** Each party shall pay its own attorneys' fees and one half of any escrow or closing fee charged by the Escrow Agent.

9.3 **Closing Documents.** Seller shall cause a draft of the closing documents, including the closing statement, to be delivered to Purchaser and its counsel no later than five (5) business days before the Closing Date, provided that such failure shall not constitute a default under this Agreement. On the Closing Date, Seller and, if applicable, Purchaser shall execute and deliver the following items in form reasonably satisfactory to Purchaser and Seller:

9.3.1 The Deed duly executed in form for recordation, subject only to the Permitted Exceptions;

9.3.2 A Bill of Sale;

9.3.3 An owner's affidavit;

9.3.4 A non-foreign "FIRPTA" affidavit;

9.3.5 A closing statement;

9.3.6 Proof of applicable authority to convey the Property subject to the reasonable approval of the Title Company;

9.3.7 A Lease Termination Agreement relating to Seller's Lease of Purchaser's Property substantially in the form of Exhibit D, subject to negotiation; and

9.3.8 The Access Agreement;

9.3.9 Such further documents as may reasonably be required to convey and vest title to the Property in the Purchaser and to enable the Title Company to issue the title policy as required in accordance with the terms of this Agreement, together with any other documents reasonably required to accomplish the intent of the parties. This obligation shall survive for ninety (90) days following the Closing.

9.4 Purchaser's Conditions to Closing. Purchaser's obligation to close hereunder shall be conditioned on satisfaction of the following:

9.4.1 Purchaser shall have received the approval of the Lebanon City Council to close upon the transaction contemplated by this Agreement in accordance with the terms hereof which Purchaser agrees to make its best efforts to obtain by the second City Council meeting after expiration of the Inspection Period.

9.4.2 As of the Effective Date and at the time of Closing all representations and warranties of Seller made in this Agreement shall be true, accurate and complete in all materials respects, and there shall have been no material breach or breaches of such representation or warranty by Seller.

9.4.3 At least ten (10) days before Closing, Seller shall have entered into a Consent Order and Amended Record of Decision with TDEC and delivered copies of the same to Purchaser.

If the foregoing conditions precedent have not occurred or been satisfied, then Purchaser shall be entitled either to waive the condition precedent and close the transaction in accordance with the terms of this Agreement with no adjustment in the Purchase Price or to terminate the Agreement, at which time this Agreement shall be null and void and of no further force or effect, and the Deposit shall be returned to the Purchaser.

9.5 Seller's Conditions to Closing.

9.5.1 As of the Effective Date and at the time of Closing all representations and warranties of Purchaser made in this Agreement shall be true, accurate and complete in all materials respects, and there shall have been no material breach or breaches of such representation or warranty by Purchaser.

9.5.2 Termination of the Lease and release of liability of Seller for all obligations thereunder.

If the foregoing conditions precedent have not occurred or been satisfied, then Seller shall be entitled either to waive the condition precedent and close the transaction in accordance with the terms of this Agreement or to terminate the Agreement, at which time this Agreement shall be null and void and of no further force or effect.

10. PURCHASER'S DEFAULT. Purchaser shall be in default hereunder if (i) any representation or warranty made by Purchaser herein is or becomes false in any material respect; or (ii) Purchaser fails to observe or perform any obligation of Purchaser hereunder; provided, however, so long as the default does not involve Purchaser's failure to timely close on the Closing Date (for which there shall be a three (3) day notice and cure period), Purchaser shall have ten (10) days after written notice by Seller to Purchaser within which to cure such default. If Purchaser shall be in default and shall continue beyond the notice and cure period, the sole and exclusive remedy of Seller shall be to terminate the Agreement and receive the Deposit or, upon failure to make the Deposit, the amount which was required to have been delivered to Escrow Agent, as liquidated damages. Seller expressly waives any other remedy at law or in equity against Purchaser. The parties agree that the foregoing remedy constitutes agreed upon liquidated damages and is not a penalty and that the actual damages the Seller would suffer if Purchaser defaults are impossible to ascertain precisely and, therefore, the Deposit represents the parties' reasonable estimate of such damages considering all of the circumstances existing on the date of this Agreement. No one acting on behalf of Purchaser shall have any personal liability of any kind or nature hereunder.

11. SELLER'S DEFAULT. Seller shall be in default hereunder if (i) any representation or warranty made by Seller herein is or becomes false in any material respect; or (ii) Seller fails to observe or perform any obligation of Seller hereunder; provided, however, so long as the default does not involve Seller's failure to timely close on the Closing Date (for which there shall be a three (3) day notice and cure period), Seller shall have ten (10) days after written notice by Purchaser to Seller within which to cure such default. If Seller shall be in default and, if notice and cure is applicable, and such default shall continue beyond the notice and cure period, Purchaser shall have the following sole and exclusive remedies:

- 11.1 Terminate this Agreement and receive the return of the Deposit; and/or
- 11.2 Seek specific performance of Seller's obligations.

Purchaser expressly waives any other remedy at law or in equity against Seller.

No one acting on behalf of Seller shall have any personal liability of any kind or nature hereunder.

12. SELLER'S AFFIRMATIVE COVENANTS. Incident to Purchaser's potential development of the Property, Seller covenants and agrees as follows:

12.1 Seller's Cooperation. During the pendency of this Agreement, Seller shall, upon the request of Purchaser, cooperate with Purchaser in regard to all proceedings related to its due diligence or the Governmental Approvals, subject to the limitations set forth below. Seller shall promptly execute when required such plans, applications, and other requests for Governmental Approvals and amendments thereto which may be prepared by or at the

direction of the Purchaser, incident to the planning and development of the Property, provided that (a) Seller shall bear no expense related thereto or incur any obligation or liability related thereto, (b) Seller shall not be obligated to join in or consent to any application or submittal that may adversely affect the development rights associated with any property other than the Land and (c) no approvals or amendments may be filed prior to Closing without Seller's consent which may be withheld in its sole and absolute discretion.

12.2 Delivery of Studies and Other Materials. Within seven (7) days after the Effective Date, if not already provided, Seller shall provide Purchaser with the following items that are within the Seller's reasonable possession and control: (1) copies of all correspondence, reports and other documents involving the Property which are in the possession and control of Seller, including but not limited to all Governmental Approvals; (2) soils reports, surveys, flood plain analyses, environmental studies, all aerial photographs, topographical maps; (3) all oil, gas, mineral or water studies, analyses, evaluations or exploration reports; and (4) all engineering studies and plans, mylars, sepals. Seller is not required to provide Purchaser with any documents or information containing financial or economic analysis regarding the Land or other internal pro forma or marketing information. Except as otherwise expressly provided herein, Seller makes no representations or warranties as to the accuracy or completeness of any items provided hereunder to the Purchaser.

13. REPRESENTATIONS AND WARRANTIES.

13.1 Seller hereby represents and warrants to Purchaser the following as it pertains to the Property:

13.1.1 Seller is in exclusive possession of the Property subject to no tenancies or other claims of possession, other than the Permitted Exceptions.

13.1.2 Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of, any lien or encumbrance upon the Property under any material agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

13.1.3 There are no legal actions, suits or other legal or administrative proceedings pending that affect the Property or any portion thereof, nor has Seller received written notice that any such action is presently contemplated.

13.1.4 Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Seller within the last year.

13.1.5 Purchaser or its permitted assignee is, and during the effectiveness of this Agreement shall be, the sole contract purchaser of the Property, including all surface and mineral estates.

13.1.6 Seller has the authority and capacity to enter into this Agreement and consummate the transaction herein contemplated.

13.1.7 Seller has not entered into any lease, right of first refusal, option, right of first offer or other similar right to purchase the Property.

All such representations and warranties are true and correct as of the Effective Date and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time and such representations and warranties shall survive the Closing for a period of six (6) months.

Seller shall have no liability to Purchaser for a breach of any representation or warranty under this Agreement or any document delivered at Closing unless the claims for any such breaches collectively aggregate more than \$25,000, in which event the full amount of such claims shall be actionable only up to \$100,000 (the "Cap"). For clarity, the foregoing limitation shall not apply to Seller's obligations under Article 8 of this Agreement.

If any representation or warranty above is actually known by Purchaser prior to Closing to be untrue and is not remedied by the Seller prior to Closing, then Purchaser may, as Purchaser's sole and exclusive remedy, either: (i) terminate this Agreement and receive the return of the Deposit, and neither party shall have any further rights or obligations pursuant to this Agreement, other than as set forth herein with respect to rights or obligations that survive termination; or (ii) waive its objections and close the transaction.

Notwithstanding the foregoing, Seller shall have no liability for a breach of any representation or warranty under this Agreement or any document delivered at Closing in the event that: (i) Purchaser, its employees, agents or attorneys knew that such representation or warranty was inaccurate prior to Closing; or (ii) any certificate, document or report, whether in draft or final form, furnished to Purchaser or its affiliates or their employees, agents, attorneys or consultants, shall have disclosed that such representation or warranty was inaccurate prior to Closing; (iii) to the extent any breach is caused, in whole or part, due to the neglect or actions of Purchaser or its affiliates or their employees, agents, attorneys or consultants; or (iv) if such matter is covered in whole or part by any title insurance policy obtained by or for the benefit of Purchaser.

13.2 Purchaser hereby represents and warrants to Seller that Purchaser has the authority and capacity to enter into this Agreement and consummate the transaction herein contemplated.

14. CAPTIONS. The captions contained herein are for convenience only and are not a part of this Agreement.

15. ENTIRE AGREEMENT. This Agreement, including the Exhibits attached hereto, contains the entire Agreement between Seller and Purchaser and all other representations, negotiations and agreements, written and oral, including any letters of intent which pre-date the Effective Date hereof, with respect to the Property or any portion thereof, are superseded by this Agreement and are of no force or effect. This Agreement may be amended and modified only by instrument, in writing, executed by Purchaser and Seller.

16. ASSIGNMENT. Purchaser shall not assign any portion of its rights under this Agreement and any such purported assignment shall be void. Notwithstanding the foregoing,

Purchaser may assign this Agreement to an entity owned or controlled by the Purchaser without the consent of Seller. However, Purchaser shall provide Seller with written notice of any such assignment and shall update the notice information contained in this Agreement.

17. **APPLICABLE LAW.** This Agreement shall be construed by and controlled under the laws of the State of Tennessee.

18. **PARTIAL INVALIDITY.** In the event that any Section or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such Section or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

19. **CONSTRUCTION OF AGREEMENT.** The parties hereto have had the benefit of independent counsel with regard to this Agreement and this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of timely performance or satisfaction of any condition or covenant by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, such date shall be extended to the next succeeding business day.

21. **COUNTERPARTS.** This Agreement may be executed by regular or electronic signature (i.e. DocuSign) and delivered by facsimile or electronic means in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

22. **EFFECTIVE DATE.** The "Effective Date" hereof shall be the date the last of Purchaser or Seller executes and delivers this Agreement, as reflected below the signatures of the Purchaser and Seller to this Agreement.

23. **PARTIES.** The rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, administrators and assigns, subject to the limitations set forth in Section 16 of this Agreement. The use of any gender shall be deemed to refer to the appropriate gender, whether masculine, feminine or neuter, and the singular shall be deemed to refer to the plural where appropriate, and vice versa.

24. **NOTICES.** Notices hereunder shall be given to the parties set forth below and shall be made by hand delivery, facsimile, overnight delivery by a nationally recognized overnight courier or by registered or certified mail (postage prepaid), return receipt requested, to the address set forth below. If given by mail, the notice shall be deemed to have been given on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authority as not deliverable, as the case may be. If given by overnight delivery the

notice shall be deemed to have been given on the next business day after it was deposited with the carrier. If given by facsimile, notice shall be deemed received when sent so long as the sending party retains a confirmation sheet. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. If any deadline hereunder shall fall on a Saturday, Sunday or legal holiday, then such deadline shall carry over and be extended to the next following business day. Counsel to Seller or Purchaser may send and receive notices or other communications under this Agreement. Notices shall be addressed as follows:

If to Seller: ZF Active Safety and Electronics US LLC
15811 Centennial Drive
Northville MI 48168
Attn: Legal Counsel

With copy to: Plunkett Cooney, PC
38505 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
Attn: Howard Goldman

If to Purchaser: City of Lebanon
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Attn: Mayor, City Attorney and Commissioner of Public Services

With copy to: Bradley Arant Boult Cummings LLP
1600 Division Street
Nashville, Tennessee 37203
Attn: Bart Kempf and Matthew B. Mattingly

25. **ATTORNEY'S FEES.** In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party of such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable experts, attorneys' and/or paralegals fees and costs incurred by reason of such action and all costs of suit and those incurred in preparation thereof, whether related to trial, collection or appeals.

26. **RENTS, INSURANCE, RISK OF LOSS AND CONDEMNATION.** Seller's insurance shall be canceled as of Closing. Seller shall bear risk of loss until 12:01 a.m. of the day of Closing. In the event of any damage to all or any portion of the Property in excess of \$250,000 prior to Closing, Purchaser may, at its election, terminate this Agreement. In the event Purchaser terminates this Agreement in full, the Deposit shall be refunded to Purchaser and Purchaser shall have no further obligations hereunder. If Purchaser proceeds with Closing, Purchaser shall be entitled and Seller shall assign to Purchaser all insurance proceeds and settlements applicable to the Property.

27. **WAIVER OF BREACH.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or any other provision, nor in any way to affect the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No waiver of any breach or waiver of any provision shall be effective unless it is in writing and signed by the party waiving the breach or provision, as applicable.

28. **BROKER'S COMMISSIONS.** Seller and Purchaser warrant and represent to each other that no broker or other person expecting or due a fee or commission related to the transaction herein contemplated was involved in this Agreement.

29. **ESCROW AGENT.** Upon receipt of funds or the equivalent, Escrow Agent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Agreement. In the event of a dispute or if in doubt as to Escrow Agent's duties or liabilities under the provisions of this Agreement, Escrow Agent may, at Escrow Agent's option, either (i) continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or (ii) Escrow Agent may interplead the Deposit into the Registry of the Circuit Court Clerk of Wilson County Tennessee. Upon notifying all parties concerned of such action, Escrow Agent shall be released from any further or continuing liability with respect to the disposition of such Deposit. In such event only, Escrow Agent will be entitled to reimbursement to the extent of all costs and expenses reasonably incurred to obtain an order of interpleader, including reasonable attorney's fees, which will be secured by a lien upon the Deposit deposited with the court. Escrow Agent shall exercise ordinary care with respect to the custody and delivery of the Deposit and any other duties of Escrow Agent under this Agreement.

By delivery to and acceptance by Escrow Agent of a fully executed copy of this Agreement together with the Deposit, Escrow Agent agrees to be bound to the provisions of this Agreement specifically related to the Deposit.

Escrow Agent will not be liable for any act or omission that is undertaken in good faith and with ordinary care. Without limitation, Escrow Agent may assume without verification the genuineness of any signatures on any writings that are regular on their face and may maintain the Deposit in a federally insured, commingled trust account. No provision of this Agreement by itself authorizes recovery of monetary damages, costs, expenses, or attorney's fees from or against Escrow Agent, and each party expressly waives its right, if any, to collect punitive or consequential damages from Escrow Agent. Escrow Agent will have a reasonable period of time to comply with all instructions received pursuant to this Agreement. Escrow Agent's sole duty of collection with respect to any instrument payable to Escrow Agent is to present such instrument promptly for payment and to advise the parties promptly if it is not then collected in the ordinary course of banking business.

30. **RECORDING.** Neither this Agreement nor any notice of it shall be recorded in any public records and any recording of it shall render this Agreement unenforceable by the recording party.

31. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale on the date first above written.

SELLER:
ZF ACTIVE SAFETY AND
ELECTRONICS US LLC, a Delaware
limited liability company

By: Greg Collier
Print Name: Greg Collier
Its: Vice President of Operations

By: Scott Relf
Print Name: Scott Relf
Its: Assistant Secretary

Dated: July __, 2024

PURCHASER:
CITY OF LEBANON, a Tennessee
municipal corporation

By: Rick Bell
Print Name: Rick Bell
Its: Mayor

Dated: July 5, 2024
August

APPROVED AS TO FORM:
CITY OF LEBANON, a Tennessee
municipal corporation

By: Andy Wright
Print Name: Andy Wright
Its: City Attorney

Dated: July 5th, 2024
August

ATTEST:
CITY OF LEBANON, a Tennessee municipal corporation

By: Stuart Lawson
Print Name: Stuart Lawson
Its: Commissioner of Finance

Dated: July 5, 2024
August

JOINDER BY ESCROW AGENT

Escrow Agent hereby executes and joins in this Agreement to evidence its consent and joinder to the covenants set forth in this Agreement applicable to Escrow Agent and the Deposit.

By:

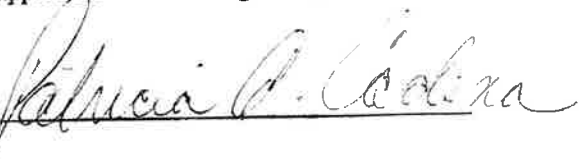

Patricia A. Córdova

EXHIBIT A

LEGAL DESCRIPTION OF
THE PROPERTY

Tract 2:

The following described tract or parcel of land, to-wit:

Situate and lying in what is known as the Industrial Subdivision to Lebanon, in the 10th Civil District of Wilson County, Tennessee, and more particularly and fully described as follows: Starting at the intersection of Floyd and Baxter North-east property corner, Brooks and Johnson common property line and Ross Gear and Tool Company North-west property corner, this point being the point of beginning; thence running on Ross Gear and Tool Company North property line having a bearing of South 82° 38' East, a distance OF 480.90 feet to a point; thence turning and running on a line having a bearing of South 7° 38' East, a distance of 875.54 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 442.42 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West a distance of 408.00 feet to a point; thence turning and running on a line having a bearing of South 82° 22' West, a distance of 16.83 feet to a point; thence turning and running on a line having a bearing of North 7° 38' West, a distance of 490.0 feet to a point, this point being the point of beginning.

Being the same property conveyed to TRW, Inc., a corporation, by deed from City of Lebanon, Tennessee, a municipal corporation, of record in Deed Book 173, Page 183, in the Register's Office of Wilson County, Tennessee.

Tract 3:

A certain tract or parcel of land, together with all of the improvements thereon, located in the Municipal Industrial Subdivision in Lebanon, Tennessee, and which is bounded on the North by Johnston and Brooks, East by other lands of the Industrial Subdivision, South by Canal Street, and West by property of the State of Tennessee, and being more particularly described as follows:

Beginning on the north margin of Canal Street on an iron pipe at the southeast corner of the land of the State of Tennessee, and running along said margin of Canal Street, north 82° 22' east 165.5 feet to a stake; thence north 7° 38' west 306 feet to a stake in the fence on the south line of Johnston and Brooks; thence with the fence North 82° 32' west 171.7 feet to a concrete marker at the northeast corner of the State of Tennessee property; thence with the State's east boundary south 7° 38' east 351.7 feet to the point of beginning.

Being the same property conveyed to TRW, Inc., a corporation, by deed from Dallas Floyd; J.D. Floyd; and Billy Baxter, as equal partners and as equal tenants in common, of record in Deed Book 249, Page 316, in the Register's Office of Wilson County, Tennessee.

EXHIBIT B

PERSONAL PROPERTY LIST

1. **HVAC SYSTEM**
2. **FIXTURES**

EXHIBIT C

ACCESS AGREEMENT

This Access Agreement, ("Agreement"), dated _____ (the "Effective Date"), among THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation (hereinafter, the "Grantor") and ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware corporation (hereinafter, the "Grantee"), is being entered into in connection with the Property described below.

Background

On even date herewith, Grantor acquired from the Grantee real property consisting of 10.99 acres of land situated at 1225 Canal Street (APN 095 058M B 03500 000) and an unaddressed parcel on Canal Street (095 058M B 03400 000) (the "Property"). Prior to the acquisition, Grantee entered into a Consent Order with the Tennessee Department of Environment and Conservation ("TDEC") executed on [INSERT] (the "Consent Order") for the performance of certain remediation activities on the Property as described in the Consent Order (collectively, the "Consent Order Activities").

WHEREAS, certain of the Consent Order Activities remain incomplete as of the date hereof; and

WHEREAS, Grantor is amenable to permit Grantee and its contractors and subcontractors access to the Property in order to conduct any and all such Consent Order Activities, subject to the terms and conditions set forth herein.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Grant of Access. Grantor hereby grants to Grantee and its employees, contractors and subcontractors, at no cost to Grantee, a license to enter upon the Property for the purposes of performing the Consent Order Activities, under the following conditions:
 - 1.1. Notice. Grantee shall provide five (5) business days written notice to Grantor, which notice shall include (i) the date(s) of access and (ii) summary of the activities to be performed. In the case of any period in which the activities will be performed in a substantially continuous manner, Grantee shall only be required to give notice prior to the commencement of such continuous activities. In the event of any interruption of the activities, or if any activities are not performed in a substantially continuous manner, Grantee shall be required to give new notices to Grantor pursuant to this paragraph.
 - 1.2. Repair of Damage. Upon completion of the Consent Order Activities, Grantee shall promptly, at its sole cost and expense, restore the Property to substantially the same condition as existed on the date hereof. Grantee also assumes full responsibility for final

abandonment and decommissioning of any monitoring, injection wells or any other remediation systems used in connection with the Consent Order Activities in accordance with all applicable state and federal requirements within sixty (60) days of TDEC's issuance of a letter of completion and/or no further action as contemplated by Section [] of the Consent Order.

- 1.3. Compliance with Laws. All Consent Order Activities performed by Grantee or its contractors or subcontractors on the Property shall be conducted in compliance with all applicable local, state and federal laws, statutes, codes and regulations.
- 1.4. Performance. All Consent Order Activities will be performed by Grantee and its qualified contractors or subcontractors in a good and workmanlike manner. Grantee and its contractors or subcontractors shall use reasonable efforts to limit noise, dust, debris, and odors associated with any work and shall promptly notify Grantor of any condition caused by such work that would reasonably be expected to adversely impact the health and/or safety of any persons lawfully on the Property.
- 1.5. Access to Governmental Report Submittals. Grantee agrees to contemporaneously provide the Grantor with a copy of any written reports or other communications when submitted to any governmental authority in conjunction with the Consent Order Activities.
- 1.6. Costs and Expenses; Investigation-Derived Wastes. Grantee agrees and assumes responsibility for the payment of any and all costs and expenses incurred in connection with Grantee's Consent Order Activities including, without limitation, the proper disposal of hazardous materials removed from the soil or groundwater in connection with the Grantee's Consent Order Activities. Grantee agrees that it shall be designated as the "generator" of any waste materials including, without limitation, investigation-derived wastes generated in connection with Grantee's Consent Order Activities.
- 1.7. Insurance. Grantee agrees to maintain or cause to be maintained, at Grantee's expense and to deliver evidence of the same to Grantor prior to entry on the Property, (i) policies of insurance for the following types of coverage, each with the following minimum limits: Employer's Liability \$1,000,000, Comprehensive General Liability \$1,000,000 per occurrence and Comprehensive automobile liability (Motor Vehicle Liability) \$1,000,000. The Comprehensive General Liability policy shall name Grantor as an additional insured and the insurance policy endorsements shall provide that Grantor shall be given ten (10) days prior written notice of any reduction, cancellation or non-renewal of coverage and shall provide that the insurance coverage afforded to Grantor thereunder shall be primary to any insurance carried independently by Grantor. Certificates for all such insurance shall be delivered to Grantor prior to the Grantee's or Grantee's contractors' or subcontractors' performance of any activities on the Property.
- 1.8. Indemnification. Grantee agrees to indemnify, defend and hold harmless Grantor and its partners, affiliates, employees, officers, directors, agents, successors and assigns (collectively, the "Grantor Parties") from and against any costs and expenses which arise from or are a result of any acts or omissions of the Grantee Parties (or any of them), or

anyone acting on their behalf (including, without limitation, any agents, contractors or subcontractors), which (i) result in property damage or personal injury to the extent caused by the Consent Order Activities; provided, however, that no claims for property damage shall be permissible if the Property affected by the Consent Order Activities is restored as provided for in Section 1.2 hereof; or (ii) constitute a breach of this Agreement.

- 1.9. **Equipment and Materials.** Grantee and Grantee's contractors or subcontractors shall only be permitted to leave equipment and materials on the Property in areas mutually agreed upon between Grantee and Grantor. Notwithstanding the foregoing, Grantee shall not allow its contractors or subcontractors to (i) leave equipment or materials unsecured on the Property; or (ii) leave any work area on the Property unsupervised while work is actively being performed. Grantee and Grantee's contractors and subcontractors shall promptly remove all equipment and materials upon completion of the Consent Order Activities.
2. **Term.** This Agreement shall not be terminable until the Consent Order Activities have been completed, as evidenced by the issuance of a letter of completion and/or no further action by TDEC (as contemplated by Section [] of the Consent Order); provided, however, that the indemnification provisions of Section 1.8 hereof shall survive the termination of this Agreement.
3. **No Interference.** Grantor and Grantee hereby acknowledge and agree that any development or redevelopment conducted on the Property shall be for commercial and industrial uses. Neither Grantor, nor Grantee, nor any of their respective affiliates, nor any operator of or tenant on the Property shall interfere with Grantee's performance (whether directly or through its contractors or subcontractors) of the Consent Order Activities as permitted under this Agreement. Grantor acknowledges that Grantee is currently performing Consent Order Activities, and Grantor agrees to use commercially reasonable efforts to conduct any development or redevelopment activities on the Property in such a manner so as not to impair the performance of the Consent Order Activities.
4. **Notice.** Any notice under this Agreement shall be sent by either in-person hand delivery, Federal Express, express mail or other nationally recognized overnight carrier to the other parties hereto at the following addresses:

If to Seller: ZF Active Safety and Electronics US LLC
12001 Tech Center Drive
Livonia, Michigan 48150
Attn: Legal Counsel

With copy to: Plunkett Cooney, PC
38505 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
Attn: Howard Goldman

If to Purchaser: City of Lebanon
200 North Castle Heights Avenue
Lebanon, Tennessee 37087
Attn: Mayor, City Attorney and Commissioner of Public Services

With copy to: Bradley Arant Boult Cummings LLP
1221 Broadway
Nashville, Tennessee 37203
Attn: Bart Kempf and Matthew B. Mattingly

Any changes to the notice information contained herein shall be promptly furnished in writing to the other parties hereto.

5. Choice of Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee.
6. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be found by a court to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereby.
7. Sole Agreement. This Agreement, together with the Agreement of Purchase and Sale dated _____, 2024, among the parties hereto, constitutes the entire agreement and understanding among the parties hereto with respect to its subject matter. This Agreement may only be modified, amended, terminated, cancelled or rescinded pursuant to a written agreement signed by all parties hereto.
8. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. No Recording. This Agreement shall not be recorded by any party hereto.

[the remainder of this page intentionally left blank]

EXHIBIT D
LEASE TERMINATION AGREEMENT

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (THIS "AGREEMENT") IS MADE AS OF THE ___ DAY OF JULY, 2024 (THE "EFFECTIVE DATE") BY AND BETWEEN THE CITY OF LEBANON, TENNESSEE, A TENNESSEE MUNICIPAL CORPORATION ("LANDLORD") AND ZF ACTIVE SAFETY AND ELECTRONICS US LLC, A DELAWARE LIMITED LIABILITY COMPANY ("TENANT").

WITNESSETH

WHEREAS, LANDLORD AND ROSS GEAR AND TOOL COMPANY, INC. ("ROSS"), PREDECESSOR IN INTEREST TO TENANT, ENTERED INTO THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED FEBRUARY 15, 1961 (AS AMENDED AND EXTENDED, THE "LEASE") PURSUANT TO WHICH LANDLORD LEASED TO ROSS CERTAIN LAND LEGALLY DESCRIBED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AND BUILDING(S) LOCATED THEREON COMMONLY KNOWN AS 1103 WEST BADDOUR PARKWAY, LEBANON, TENNESSEE (THE "INITIAL PREMISES").

WHEREAS, PURSUANT TO THE TERMS OF THE LEASE, TENANT HOLDS FEE SIMPLE TITLE TO A PORTION OF THE PREMISES DESCRIBED ON EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, AND BUILDING(S) LOCATED THEREON COMMONLY KNOWN AS 1225 CANAL STREET, LEBANON, TENNESSEE ("TENANT'S PROPERTY"; THE INITIAL PREMISES EXCLUDING THE TENANT'S PROPERTY IS HEREINAFTER REFERRED TO AS THE "PREMISES").

WHEREAS, LANDLORD IS ACQUIRING TENANT'S PROPERTY ON OR ABOUT THE DATE HEREOF AND LANDLORD AND TENANT HAVE DECIDED THAT IT IS IN THEIR MUTUAL BEST INTEREST TO CANCEL AND TERMINATE THE LEASE AND IT IS THE INTENTION OF LANDLORD AND TENANT TO EFFECTUATE THE CANCELLATION OF THE LEASE BY THIS AGREEMENT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. RECITALS. ALL OF THE FOREGOING RECITALS ARE INCORPORATED HEREIN AS THOUGH SET FORTH HEREIN AT LENGTH.
2. TERMINATION OF LEASE. THE LEASE IS HEREBY TERMINATED, NULL AND VOID AS OF THE EFFECTIVE DATE (THE "TERMINATION DATE"). TENANT SHALL VACATE THE PREMISES ON OR BEFORE THE TERMINATION DATE

AND HEREBY GIVES POSSESSION OF THE PREMISES TO LANDLORD AS OF THE TERMINATION DATE. TENANT AGREES THAT LANDLORD SHALL HAVE THE RIGHT TO RE-ENTER THE PREMISES AS OF THE TERMINATION DATE, AS FULLY AS IT WOULD OR COULD HAVE DONE IF THAT WERE THE DATE PROVIDED FOR THE EXPIRATION OR TERMINATION OF THE LEASE.

3. RENT AND OTHER CHARGES. TENANT SHALL PAY TO LANDLORD ON OR BEFORE THE TERMINATION DATE, AND SHALL BE RESPONSIBLE FOR, ALL RENT, UTILITY CHARGES AND OTHER CHARGES RELATING TO THE PREMISES WHICH ACCRUE PRIOR TO THE TERMINATION DATE.

4. CERTIFICATIONS. (A) TENANT HEREBY CERTIFIES, WITH RESPECT TO TENANT'S RIGHTS IN AND OCCUPANCY OF THE PREMISES, THAT THE FOLLOWING STATEMENTS ARE TRUE AS OF THE DATE HEREOF:

(I) TENANT OWNS AND HOLDS THE ENTIRE INTEREST OF THE TENANT UNDER THE LEASE;

(II) TENANT HAS NOT HAS PLEDGED ITS INTEREST IN THE LEASE AS COLLATERAL OR OTHERWISE FURTHER SOLD, TRANSFERRED, ASSIGNED OR SUBLEASED ALL OR ANY PORTION OF THE LEASE OR THE PREMISES; AND

(III) TENANT HAS FULL AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT.

(B) LANDLORD HEREBY CERTIFIES, WITH RESPECT TO LANDLORD'S RIGHTS IN THE PREMISES, THAT THE FOLLOWING STATEMENTS ARE TRUE AS OF THE DATE HEREOF:

(I) LANDLORD HOLDS FEE TITLE TO THE PREMISES AND HOLDS THE ENTIRE INTEREST OF THE LANDLORD UNDER THE LEASE;

(II) LANDLORD HAS NOT HAS PLEDGED THE PREMISES OR ITS INTEREST IN THE LEASE AS COLLATERAL OR OTHERWISE FURTHER SOLD, TRANSFERRED OR ASSIGNED ALL OR ANY PORTION OF THE LEASE OR THE PREMISES; AND

(III) LANDLORD HAS FULL AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT.

5. BILL OF SALE. IN CONSIDERATION OF THE SUM OF _____ (\$ _____) TENANT AGREES THAT THE ITEMS OF PERSONAL PROPERTY DESCRIBED IN EXHIBIT C SHALL REMAIN ON THE PREMISES AS OF THE TERMINATION DATE, THAT PROPERTY SHALL BELONG TO LANDLORD AND THIS AGREEMENT SHALL CONSTITUTE A BILL OF SALE THEREFORE TO LANDLORD.

6. MUTUAL RELEASE . LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT THEIR SOLE REMEDY WITH RESPECT TO ANY CLAIM RELATING TO THE PROPERTY SHALL BE PURSUANT TO THAT CERTAIN AGREEMENT OF PURCHASE AND SALE BETWEEN LANDLORD AND TENANT DATED ON OR ABOUT THE DATE HEREOF ("PURCHASE AGREEMENT"). EXCEPT AS OTHERWISE PROVIDED IN THE PURCHASE AGREEMENT, THE PARTIES HEREBY WAIVE AND RELEASE ANY AND ALL LIABILITIES, RIGHTS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES THAT THE PARTIES MAY NOW OR HEREAFTER HAVE, WHETHER NOW KNOWN OR UNKNOWN, AGAINST EACH OTHER, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PREDECESSORS AND AFFILIATES, WITH RESPECT TO THE PREMISES OR ANY HAZARDOUS MATERIALS ON, UNDER OR EMANATING FROM THE PREMISES (INCLUDING, WITHOUT LIMITATION, CERCLA) OR OTHERWISE ("CLAIMS").

7. ENTIRE AGREEMENT. THIS AGREEMENT AND THE LEASE CONTAIN ALL THE TERMS, COVENANTS, CONDITIONS AND AGREEMENT BETWEEN LANDLORD AND TENANT RELATING TO THE TERMINATION OF THE LEASE AND OTHER MATTERS PROVIDED FOR IN THIS INSTRUMENT. NO PRIOR OR OTHER AGREEMENT OR UNDERSTANDING PERTAINING TO SUCH MATTERS SHALL BE VALID OR OF ANY FORCE OR EFFECT.

8. HEADINGS. THE HEADINGS OF SECTIONS SET FORTH IN THIS AGREEMENT ARE FOR CONVENIENCE OR REFERENCE ONLY AND DO NOT DEFINE, LIMIT, EXPAND, DESCRIBE OR CONSTRUE THE SCOPE OR INTENT OF SUCH SECTIONS.

9. SEVERABILITY. THE INVALIDITY OF ANY PROVISION OF THIS AGREEMENT SHALL NOT IMPAIR OR AFFECT, IN ANY MANNER, THE VALIDITY, ENFORCEABILITY OR EFFECT OF THE REST OF THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE
TERMINATION AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

TENANT:

LANDLORD:

ZF ACTIVE SAFETY AND ELECTRONICS
US LLC, A DELAWARE LIMITED
LIABILITY COMPANY

THE CITY OF LEBANON TENNESSEE,
A TENNESSEE MUNICIPAL
CORPORATION

BY:
ITS:

BY:
ITS:

BY:
ITS:

EXHIBIT E
FORM OF DEED

Prepared By:

Plunkett Cooney, PC
38505 Woodward Avenue
Suite 100
Bloomfield Hills, Michigan 48304
Attn: Howard Goldman

Consideration: \$
Assessed Value: \$

Tax Map No.

SPECIAL WARRANTY DEED

THIS DEED, made and entered into on this the ____ day of _____, 20____,
by and between _____, of the first part, and
_____, of the second part;

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the _____ of the first part bargained and sold and hereby grant, bargain, sell, transfer, and convey unto the _____ of the second part, with special warranty, a certain tract or parcel of land situate in the _____, and more particularly described as follows:

Tax Map No.
Parcel No.

Property Address:

TO HAVE AND TO HOLD the above-described property, together with all improvements thereon and appurtenances thereunto belonging, unto the _____ of the second part, _____ assigns in fee simple forever; and the _____ of the first part does covenant with the _____ of the second part that it is lawfully seized and possessed of said land, has a good right to convey it, and the same is unencumbered, except as herein setout; and the _____ of the first part further covenant and bind to warrant and forever defend the title to said land to said _____ of the second part, _____ heirs and assigns, against the lawful claims of all persons claiming by, through, or under said _____ of the first part, but not otherwise.

This conveyance is made subject to the matters described in Exhibit A attached hereto and incorporated herein by this reference.

Taxes for the year 20__ are prorated and the payment is assumed by the _____ of the second part.

IN TESTIMONY WHEREOF, Witness the signature of the party of the first part hereunto affixed, by its duly authorized officer, on the day and year first above written.

By: _____

Title: _____

STATE OF _____)

:SS

COUNTY OF _____)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be

the _____ of _____, the within named bargainor, a corporation, and that he/she as such _____, being authorized so to do, executed the foregoing Deed for the purpose therein contained, by signing the name of the corporation by him/herself as _____, on behalf of the corporation.

WITNESS my hand and seal, at office, this the _____ day of _____, 20__.

Notary Public

My Commission Expires:

NAME AND ADDRESS OF THE PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAXES:

Name:

Address:

The undersigned does hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater is \$_____, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Sworn to and subscribed before me this the _____ day of _____, 20__.

Notary Public

My Commission Expires:

Doosign Envelope ID: 6984E647-5D38-4F18-9201-FFADABABA982



EXHIBIT A

PERMITTED EXCEPTIONS

[insert based upon section 6 of the agreement]

OPEN.28544.40751.33945221-1

**REINSTATEMENT OF AND SECOND AMENDMENT TO
AGREEMENT OF PURCHASE AND SALE**

THIS REINSTATEMENT OF AND SECOND AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (the "Second Amendment") is entered into as of the __ day of _____ 2026 by and between ZF ACTIVE SAFETY AND ELECTRONICS US LLC, a Delaware corporation ("Seller") and THE CITY OF LEBANON, TENNESSEE, a Tennessee municipal corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser and Seller have entered into a certain Agreement of Purchase and Sale dated August 5, 2024 (the "Base Purchase Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property commonly known as 1225 Canal Street, Lebanon, Tennessee and certain additional vacant land (the "Property");

WHEREAS, Purchaser previously terminated the Base Purchase Agreement;

WHEREAS, Purchaser and Seller have entered into a certain Reinstatement and First Amendment to Agreement of Purchase and Sale dated May 9, 2025 (the "First Amendment"; the Base Purchase Agreement as amended by the First Amendment is hereinafter referred to as the Purchase Agreement");

WHEREAS, Purchaser previously terminated the Purchase Agreement;

WHEREAS, Purchaser and Seller now desire to reinstate and amend the Purchase Agreement in accordance with the terms and conditions of this Second Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals/Defined Terms. The foregoing recitals are hereby incorporated into this Second Amendment and made a part hereof by this reference. Capitalized terms used herein and not defined shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Reinstatement of Purchase Agreement. The parties hereby agree that as of the date of full execution of this Second Amendment the Purchase Agreement is hereby reinstated and shall be in full force and effect.
3. Outside Closing Date. The following sentence shall be added to Section 3: Notwithstanding the foregoing, Purchaser and Seller shall use their best efforts to close this transaction by April 30, 2026.
4. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Second Amendment.

5. Signatures. This Second Amendment may be executed by either or all parties by electronic signature or "PDF" signatures emailed, and any such signature shall be deemed to be an original signature.

6. Effect of Amendment. In the event of any inconsistencies between this Second Amendment and the Purchase Agreement, the terms of this Second Amendment shall govern and control. Except as provided herein, all other terms and conditions of the Purchase Agreement shall remain unchanged and the parties hereto ratify the terms and conditions of the Purchase Agreement which remain in full force and effect. This Second Amendment may only be amended by a document, in writing, executed by the parties hereto.

IN WITNESS WHEREOF, Purchaser and Seller have executed this Second Amendment as of the date first written above.

SELLER:

ZF ACTIVE SAFETY AND ELECTRONICS
US LLC, a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

PURCHASER:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print Name: Rick Bell
Its: Mayor

Dated: _____, 2026

APPROVED AS TO FORM:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print _____ Name: _____

Its: _____

Dated: _____, 2026

ATTEST:

CITY OF LEBANON, a Tennessee municipal corporation

By: _____
Print Name: _____
Its: _____

Dated: _____, 2026

ORDINANCE NO. 26-7391

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE AND ADOPT MODIFICATIONS TO CERTAIN FEES FOR THE
PLANNING DEPARTMENT**

WHEREAS, the City of Lebanon desires to establish a fair and equitable fee schedule for planning department applications, plan reviews, and related services to better align with the cost of services provided; and

WHEREAS, comparable fees of other local jurisdictions have been studied relating to planning applications, plan reviews, and related services; and

WHEREAS, the Executive Director of Planning and Engineering and Senior Planner have recommended revising the current fee schedule to ensure adequate cost recovery and efficient departmental operation; and

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

NOW, THEREFORE, BE IT ORDAINED by the City of Lebanon, Tennessee, that Planning Fees be amended as follows:

Section 1. The Planning Department Fee Schedule, attached hereto as Exhibit A by reference as though appearing verbatim herein, is hereby approved.

Section 2. The Planning Department Fee Schedule, attached hereto as Exhibit A by reference as though appearing verbatim herein, shall become effective July 1, 2026.

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

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

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: 3/17/2026

City Attorney

Passed second reading: _____

EXHIBIT A**PLANNING DEPARTMENT FEE SCHEDULE****I. Plat & Site Plan Review**

Type	Fee
Preliminary Plat	\$500 + \$30/lot
Major Final Plat	
Minor Final Plat	\$100 + \$30/lot
Preliminary Site Plan (residential)	\$100 + \$50 per acre over 1 acre
Final Site Plan (residential)	
Preliminary Site Plan (commercial)	
Final Site Plan (commercial)	
Preliminary Site Plan (industrial)	\$100 + \$100 per acre over 1 acre
Final Site Plan (industrial)	
Site Plan/Plat Revision (requiring PC approval)	1/2 initial plan review fee
Site Plan/Plat Approval Extension (requiring PC approval)	
Site Plan/Plat Inactive Project Reactivation*	

* An application will be considered inactive if a span of more than 1 year laps between the last action by the City (Planning Commission approval or completion of the last review cycle) and the subsequent resubmittal by the applicant. Reactivation fee will need to be paid to resume the review process of an inactive project.

II. City Council Requests

Type	Fee
Rezone	<5 acres: \$500 5+ acres: \$500 plus \$5 per acre over 5 acres
Future Land Use Plan Amendment	
South Hartmann Overlay Amendment	
Specific Plans (new and amendments)	<5 acres: \$500 5+ acres: \$500 plus \$25 per acre over 5 acres
Annexation	<5 acres: \$2,000 5+ acres: \$4,000 plus \$5 per acre over 5 acres
ROW Abandonment	\$300

26-XXXX

26-7391 EXHIBIT A

III. Other Requests

Type	Fee
Planning Commission Variance	\$400
Zoning Letter	\$50
BZA Application (residential)	\$110
BZA Application (non-residential)	\$400
HZC Application	\$25

ORDINANCE NO. 26-7392

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR CITY HALL BUILDING
MAINTENANCE**

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

WHEREAS, a budget amendment is now necessary to transfer funds from Mitchell House Maintenance line to City Hall Building Maintenance line to cover costs for the construction projects in the basement and at the Rutherford Parks Library; and

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

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

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

Department: City Hall Building Maintenance		
From: 11041160-72600	Maintenance	\$30,000.00
To: 11041510-72600	Maintenance	\$30,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading:

3/17/2026

Passed second reading:

ORDINANCE NO. 26-7393

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE PURCHASE OF A DRONE AND TO AUTHORIZE THE
RELATED BUDGET AMENDMENTS FOR THE ENGINEERING DEPARTMENT**

WHEREAS, the engineering department wishes to purchase a drone and the related software to better serve and protect the health, safety, and welfare of the citizens of Lebanon; and

WHEREAS, such drone is available through the GSA contract with Duncan-Parnell, Inc. for a total of \$114,914.00; and

WHEREAS, a line item transfer within the Engineering Department budget is now necessary to cover the cost.

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

Section 1. The Duncan Parnell Quote Number Q-63319, through the GSA Contract, for the amount of One Hundred Fourteen Thousand, Nine Hundred Fourteen Dollars and No Cents (\$114,914.00) for the purchase of a Drone and related software is hereby approved. The Mayor and Finance Director are hereby authorized to execute any documents necessary for the purchase of such drone and related software.

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

Department: Engineering			
From:	11043150-72900	Contractual Services	\$115,000.00
To:	11043150-72921	Subscription Based IT Agreements	\$64,400.00
	11043150-79490	Machinery & Equipment	\$50,600.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

Passed first reading: 3/17/2026

City Attorney

Passed second reading: _____

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

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

DEPARTMENT Engineering

RCVD MAR 6 2026

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-72900	Contractual Services	\$ 115,000.00	
	Total	\$ 115,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11043150-72921	Subscription Based IT Agreements		\$ 64,400.00
11043150-79490	Machinery & Equipment		\$ 50,600.00
	Total		\$ 115,000.00

REQUESTED BY Mattie Neely

DATE 3/6/2026

DEPARTMENT HEAD _____

DATE 3/6/2026

FINANCE DIRECTOR Lindsay Wolfenbarger

DATE 3/6/26

MAYOR _____

DATE _____

REASON FOR THIS TRANSFER:

BEFORE THE FACT AFTER THE FACT

To purchase a drone and software.



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICELIST**

Online access to contract ordering information, terms and conditions, pricing, and the option to create an electronic delivery order are available through GSA Advantage!®. The website for GSA Advantage!® is: <https://www.GSAAdvantage.gov>.

Multiple Award Schedule

FSC Group: Scientific Management and Solutions

**Search and Navigation,
Laboratory Equipment, and Scientific Services**

Contract Number: GS-07F-0426X

Contract Period: April 15, 2011 through April 14, 2026

Price list current as of Modification PS-0063 dated June 3, 2025

CONTRACTOR:

**Duncan-Parnell, Inc.
3925 Stuart Andrew Blvd
Charlotte, NC 28217-1534**

Phone: 704-372-7766

Fax: 704-377-4035

www.duncan-parnell.com

Business Size: Small Business

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION:

1a. Awarded Special Item Number(s):

SIN	Description
334511	Search, Detection, Navigation, Guidance, Aeronautical and Nautical Systems and Instruments
532490L	Laboratory Maintenance, Repair, Leasing and Warranties
611430TTS	Technical Training and Support (TTS)
OLM	Order Level Materials (OLM)

1b. Lowest Priced Model Number for each Awarded Special Item Number(s):

SIN	Item	Description	Net GSA Price
334511	25378	Mesa Family Adjustable Shoulder Strap	\$31.74
532490L	DP-SER	Repair Labor	\$107.51
611430TTS	TRA-OP-ADV-ON-GEN2	GEN II Advanced online training	\$957.18

1c. Services: – Not Applicable

2. Maximum Order: All SIN's: \$250,000.00

3. Minimum Order Limitation: \$100.00

4. Geographic Coverage: 50 United States, Washington, DC, and Puerto Rico

5. Points of Production: Charlotte, Mecklenburg County, NC

6. Discount from list prices: Prices shown are NET

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 Days

9. Foreign Items: Switzerland (CH)

10a. Time of Delivery: 60 business days ARO

10b. Expedited Delivery: Contact Customer Service for information on expedited delivery.

10c. Overnight / 2-Day Delivery: Contact Customer Service for information on overnight and 2-day deliveries.

10d. Urgent Requirements: Contact Customer Service for information on faster deliveries.

11. FOB Point: FOB Origin Freight Prepaid and Add

12a. Ordering Address: Mail:

Duncan-Parnell, Inc.
3925 Stuart Andrew Blvd
Charlotte, NC 28217-1534

Phone: 919-460-8886
Fax: 919-460-8896

12b. Ordering Procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address:

Duncan-Parnell, Inc.
PO BOX 35649
Charlotte, NC 28235

14. Warranty Provisions: Manufacturer's standard warranties applies to these products.

15. Export Packing Charges: Not applicable.

16. Terms and Conditions of Rental, Maintenance, and Repair: Not available

17. Terms and Conditions of Installation: Installation is not included in purchase

18a. Repair Parts: Repair parts are not available under this contract.

18b. Terms and Conditions for Any Other Services: No other services are available

19. Service and Distribution Points:

Duncan-Parnell, Inc.
1208 Copeland Oaks Dr
Morrisville, NC 27560

20. List of Participating Dealers: None

21. Preventive Maintenance: Not Applicable

22a. Special attributes such as environmental attribute (E.G., Recycled Content, Energy Efficiency, and / or Reduced Pollutants). Not Applicable

22b. Section 508 Compliance: Not Applicable

23. Unique Entity Identifier (UEI) Number: SLPYAA7K9619

24. System for Award Management (SAM): Duncan-Parnell, Inc. is registered and active in the System for Award Management (SAM) database.



Quote Number: Q-63319
 Quote Date: 2/12/2026
 Quote Expires: 3/31/2026

Bill To:
City of Lebanon
 Attn: Accounts Payable
 Lebanon, TN 37087

Ship To:
City of Lebanon
 200 N CASTLE HEIGHTS AVE FL 3
 LEBANON, TN 37087-2740

Prepared By:
Duncan-Parnell, Inc.
 4405 International Blvd #B115
 Norcross, Georgia 30093

Requested By: Patrick Robbins
 PH: 615-443-3605 Cell: 6157964191
 patrick.robbins@lebanontn.org

Customer P21 Account:
 Customer ID: 141641
 Ship-To ID: 141641

Sales Rep: James Lawrence
 james.lawrence@duncan-parnell.com

Freely Astro Max

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
1	950-00187	Astro Max (NDAA/Blue) High Efficiency	1	No	\$28,995.00	\$28,995.00
Qty 1 - Astro Compact Travel Case: Qty 1 - Astro Max (NDAA/Blue)(with folding landing gear, high efficiency props, and Astro Isolator)* Qty 1 each - Hex drivers, 1.5 mm, 2 mm, 2.5 mm Qty 4 - Proptectors Spare parts Qty 1 - Extra Proptector Qty 4 - Spare isolators Qty 2 - Rubber hole grommet Qty 1 - Pilot Pro Controller Qty 1 - Samsung Active Tab (pre-configured and installed into controller) Qty 1 - Doodle Labs RF (NDAA and DIU Blue) 2.4 GHz radio Qty 1 - Custom padded neck strap						
2	950-00147	LR1 Payload (Astro)	1	No	\$8,745.00	\$8,745.00
Qty 1 - Travel Case Qty 1 - Freely Mapping Gimbal Qty 1 - Sony ILX-LR1 camera (pre-installed in gimbal) Qty 1 - Sigma 24mm f3.5 mapping lens (p/n 404965) Qty 1 - USB-C thumb driv						
3	910-00649	SL8-Air Battery	6	No	\$695.00	\$4,170.00
Qty 1 - SL8-Air Battery (157 Wh)						
4	910-00667	SL8 Fast Charger	3	No	\$225.00	\$675.00
Qty 1 - SL8 Fast Charger for Freely SL8 batteries Qty 1 - Power Cable (North America)						
5	910-00848	SL8 Travel Case	1	No	\$595.00	\$595.00
Qty 1 - SL8 Travel Case						
6	11604-02	Astro Extended Landing Gear Set	1	No	\$1,075.00	\$1,075.00
Qty 2 - Astro Extended Landing Gear Assembly (1 full set including mounts) Qty 12 - M3 x 8mm Screws						
7	910-00710	Astro Vibration Isolator Set Black	1	No	\$45.00	\$45.00

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
8x vibration isolator balls of the selected durometer						
Freely Astro Max Pre-Tax Total:						\$44,300.00

LiDAR Payload

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
8	FTV1002147A00T	TrueView 641 Traditional incl Software	1	No	\$60,000.00	\$60,000.00
TrueView 641 Traditional incl Software						
9	SFW1001450A00N	Perpetual Bundle Phg w/Agisoft and Metas	1	No	\$3,120.00	\$3,120.00
Perpetual Bundle Phg w/Agisoft and Metas						
10	SFW1000651A00N	Perpetual Photo option for LP360 Drone	1	No	\$1,060.00	\$1,060.00
Perpetual Photo option for LP360 Drone						
11	MNT1002077A00T	Freefly Astro ant mount extend land gear	1	No	\$134.00	\$134.00
Freefly Astro ant mount extend land gear						
LiDAR Payload Pre-Tax Total:						\$64,314.00

Shipping and Handling

Line	Item ID	Item Description	Qty	Optional	Unit Price	Extended Price
12	DP UAS TRAINING	DP UAS On-Site Training	2	No	\$2,750.00	\$5,500.00
Two Day Onsite Training for Freefly Astro (NDAA), GeoCue TV641 (NDAA) and LP360.						
13	UPSFEDUSPSFRT	UPS/FED-EX/POSTAGE/DHL/FREIGHT	1	No	\$800.00	\$800.00
Shipping and Handling						
Shipping and Handling Pre-Tax Total:						\$6,300.00

Subtotal	\$114,914.00
Estimated Tax Amount	\$0.00
Grand Total	\$114,914.00
	<i>Do not pay from quote</i>

Delivery Instructions:

TERMS AND CONDITIONS:

- Optional Items are not included in Pre-Tax Total
- SALES TAX AND SHIPPING CHARGES ARE ESTIMATED. **DO NOT PAY FROM QUOTE.**

ACCEPTED BY: _____ **DATE:** _____ **PO:** _____

We withhold the right to adjust prices of these products if we receive a tariff charge from the Manufacturer before this quotation expires. If you have any questions, please let us know. We are here to help.
Online payment options are available upon receipt of invoice or by making a down payment request.
Avoid a credit card surcharge by making an ACH payment online.
Ask your sales rep today about PayNOW with Duncan-Parnell.

ORDINANCE 26-7375

AN ORDINANCE TO AMEND THE FUTURE LAND USE PLAN OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 519 MAPLE HILL ROAD (TAX MAP 46 PARCEL 19.03) FROM RXH-MIXED HOUSING TO RPO-RURAL PRESERVATION/OPEN SPACE IN WARD 1

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

WHEREAS, the subject area has a classification of Mixed Housing in the Future Land Use Plan; and

WHEREAS, the property owner is requesting to amend the Future Land Use Plan to Rural Preservation/Open Space; and

WHEREAS, the property owner is asking for residential zoning which fits the Rural Preservation/Open Space future land uses; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this amendment to the Future Land Use Plan to the Mayor and City Council by a vote of 10-0 at their February 24, 2026 Meeting.

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

Section 1. The area shown on the attached map consisting of about 11.46 acres at 519 Maple Hill Road is changed from RXH-Mixed Housing to RPO-Rural Preservation/Open Space in the Future Land Use Plan for the City of Lebanon.

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

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

Notice of the Public Hearing was published in the Wilson Post on March 11, 2026.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

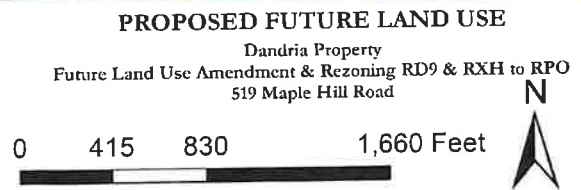
Passed first reading: _____.

City Attorney

Passed second reading: _____.



Legend			
City Street	Rural/Open Space 1/3 Unit per Acre	Residential 18 Units per Acre	Commercial Mixed Use
County	Residential 2 Units per Acre	Interchange Commercial	Mixed Housing
Future/Proposed Street	Residential 3 Units per Acre	Public/Institutional/Re	Medical Office
Interstate	Residential 4 Units per Acre	University	Light Industrial
Private Street	Residential 8 Units per Acre	Transit Oriented Development	Heavy Industrial
Ramp	Residential 8 Units per Acre	Downtown Mixed Use	Suburban Commercial
State Route			County Residential
Lebanon City Limit			



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 # 492032206
DATE 03/11/2026
DUE DATE 04/01/2026
TERMS Due on receipt

Legal Advertising:Legal Advertising
Legal Advertising 26-7375 Future
Land Use wp 3-11

1

103.50

103.50

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

BALANCE DUE

\$103.50

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

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

Cost of Publication

\$ 103.50

PUBLIC NOTICE

In reference to Ordinance No. 26-7375, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 7, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for future land use plan amendment approval for about 11.46 acres at 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RXH-Mixed Housing to RPO-Rural Preservation/Open Space 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

03-11-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

03-11-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



ZONING ORDINANCE 26-7376

AN ORDINANCE TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LEBANON, TENNESSEE, BY CHANGING 519 MAPLE HILL ROAD (TAX MAP 46 PARCEL 19.03) FROM RD9-DUPLEX RESIDENTIAL 9,000 & RXH-MIXED HOUSING TO RPO – RURAL PRESERVATION/OPEN SPACE IN WARD 1

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

WHEREAS, the proposed Future Land Use for the subject property is Rural Preservation/Open Space; and

WHEREAS, the property owner is requesting Rural Preservation/Open Space zoning which fits the Rural Preservation/Open Space future land uses; and

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

WHEREAS, the Lebanon Municipal Regional Planning Commission recommended approval of this rezoning from RD9-Duplex Residential 9,000 & RXH-Mixed Housing to RPO-Rural Preservation/Open Space, to the Mayor and City Council by a vote of 10-0 at their February 24, 2026 Meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from RD9-Duplex Residential 9,000 & RXH-Mixed Housing to RPO-Rural Preservation/Open Space.

Approximately 11.46 acres more or less, located at 519 Maple Hill Road as shown on the attached map.

For reference, see Deed Book 2149 Page 1806 in the Register's Office of Wilson County, Tennessee, and being shown as Tax Map 46 Parcel 19.03 for Wilson County, Tennessee.

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

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

Notice of the Public Hearing was published in the Wilson Post on March 11, 2026.

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Attest:

Approved:

Finance Director

Mayor

Approved as to Form:

Passed first reading: _____.

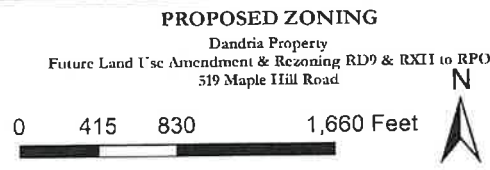
City Attorney

Passed second reading: _____.



Legend

City Street	RPO	RMH	CF
County	RS20	SP	P
Unimproved Street	MS2	MC	L
Highway	RSB	DKU	H
Private Street	RSP	GLU	PHD
Ramp	RD9	CGM	SP
State Route	R2H	GN	
Lesannon City Limit	RMG	CI	



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Lebanon, TN 37088 US
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accounting@mainstreetmediatn.com

MAIN STREET MEDIA
OF TENNESSEE

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

INVOICE # 492032207
DATE 03/11/2026
DUE DATE 04/01/2026
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Legal Advertising:Legal Advertising
Legal Advertising 26-7376
Rezone wp 3-11

1

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appeared in the same on the

03-11-2026

Dave Gould

Dave Gould, President

Subscribed and sworn to before me
on the date of:

03-11-2026

Shelley K. Satterfield

Notary Public, Shelley K. Satterfield



PUBLIC NOTICE

Continued from prev page

ESTATE OF BRUCE PHILLIP SWANN
CASE NO. 2025PR77
Notice is hereby given that on the 25th day of February 2026, Letters of Administration with respect to the estate of BRUCE PHILLIP SWANN deceased, who died February 6, 2026, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred. (1) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication. Or (2) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death. The 25th day of February 2026. LINDA MICHELLE HUGHES PERSONAL REPRESENTATIVE ESTATE OF BRUCE PHILLIP SWANN DECEASED MILLIE SLOAN CLERK AND MASTER PROBATE CLERK JONATHAN H. TINSLEY ATTORNEY Newspaper: Wilson Post Date to run: 03/04/2026 03/11/2026 NOTICE TO CREDITORS

ESTATE OF JAMES EDWARD GRUNDY
CASE NO. 2025PR78
Notice is hereby given that on the 25th day of February 2026, Letters of Administration with respect to the estate of JAMES EDWARD GRUNDY deceased, who died 12/19/2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred. (1) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication. Or (2) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death. The 25th day of February 2026. LINDA MICHELLE HUGHES PERSONAL REPRESENTATIVE ESTATE OF JAMES EDWARD GRUNDY DECEASED MILLIE SLOAN CLERK AND MASTER PROBATE CLERK JONATHAN H. TINSLEY ATTORNEY Newspaper: Wilson Post Date to run: 03/04/2026 03/11/2026 NOTICE TO CREDITORS

ESTATE OF SIDNEY EARL JOHNSON
CASE NO. 2025PR78
Notice is hereby given that on the 25th day of February 2026, Letters of Administration with respect to the estate of SIDNEY EARL JOHNSON deceased, who died November 14, 2025, were issued to the undersigned by the Probate Court of Wilson County, Tennessee. All persons, resident and nonresident, having claims, matured or unmatured, against the estate are required to file the same with the Clerk of the above-named Court on or before the earlier of the dates prescribed in (1) or (2) otherwise their claims will be forever barred. (1) Four (4) months from the date of the first publication of this notice if the creditor received an actual copy of this notice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication. Or (2) Sixty (60) days from the date the creditor received an actual copy of the notice to creditors if the creditor received the copy of the notice less than sixty (60) days prior to the date that is four (4) months from the date of the first publication as described in (1)(A); or (2) Twelve (12) months from the decedent's date of death. The 25th day of February 2026. HALLIE LUCY JOHNSON PERSONAL REPRESENTATIVE ESTATE OF SIDNEY EARL JOHNSON DECEASED MILLIE SLOAN CLERK AND MASTER PROBATE CLERK ELLIOTT M. BENSON ATTORNEY Newspaper: Wilson Post Date to run: 03/04/2026 03/11/2026 NOTICE TO Creditors: Mother and Father.

The State of Tennessee, Department of Children's Services, has Red a PETITION in regards to the minor child, KALEE SUMNER, DOB 7/20/2025, of law control. The above-named child further appears that contrary to the provisions of law control, the above-named child because your whereabouts are unknown you are hereby ORDERED to appear in the Juvenile Court of Sumner County, Tennessee, located at 151 East Main Street, Lebanon, TN 37066, Tennessee, on the 7th day of April, 2026, at 1:00 p.m., to personally answer the PETITION. Failing to appear for the hearing on this date and time, 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. Wilson Post 03/04/2026 03/11/2026 03/16/2026 03/28/2026 TSE: 2026-21750-TN Notice Of Substitute Trustee's Sale Whereas, Courtney Leigh Hunt Rhoads, a married woman by Deed of Trust (the "Deed of Trust"), dated 04/29/2018 and of record in Deed Book 2294, Page(s) 2111-2125, and/or as Instrument Number Z1115371, in Register's Office of Wilson County, Tennessee, conveyed to JWS Title Group, LLC, Trustee, the hereinafter

deposited real property to secure the payment of a certain Promissory Note (the "Note") described in the Deed of Trust, which Note was payable to CHN Mortgage Company, Ltd. and subsequently assigned to Freedom Mortgage Corporation, and Whereas, Master Solutions of Tennessee, LLC has been duly appointed Substitute Trustee by the owner and holder of the Note by instrument recorded in Deed Book 2431, Page(s) 1418-1418 and/or as Instrument Number 26025811 in Register's Office of Wilson County, Tennessee, and Whereas, said Note has been made in the payment of the Note and Whereas, the owner and holder of the Note has demanded that the hereinafter described real property of the indebtedness and assets of foreclosure in accordance with the terms and provisions of the Note and Deed of Trust. The notice requirements have been satisfied. Now, Therefore, notice is hereby given that an agent of Master Solutions of Tennessee, LLC, Substitute Trustee, pursuant to the power, duty and authority vested in and conferred by the Deed of Trust, will cause to be sold the above-mentioned property on 4/23/2026, at 2:00 PM at the inside the Main Entrance of the Wilson County Courthouse, 228 E. Main Street, Lebanon, TN 37067, to the highest bidder for cash here have all legal, equitable and statutory rights of

redemption, assignments of homestead, rights by virtue of mortgage, and all other exemptions of every kind, of which which have been waived in the Deed of Trust, certain real property located in Wilson County, Tennessee, described as follows: Being Lot No. 236, A First Plan of Wilsons Of Hunters Point, Phase 6 Of Record in Plat Book 31, Page 404, Register's Office For Wilson County, Tennessee, to which Reference is hereby made for A More Complete and Accurate Description. The street address of the above-described property is believed to be 1604 Whiteland Lane, Lebanon, TN 37067, but if such address is not part of the legal description of the property sold herein and in the event of any discrepancy, the legal description herein shall control. This sale is subject to all notices shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a future lien; and to any matter that an accurate survey of the premises might disclose. In addition, the winning bidders may be required in the above-mentioned property. Owner of Property: Courtney Leigh Hunt The Secretary of Housing and Urban Development. Continued on next page

ADVERTISEMENT FOR BIDS
Wilson County will receive sealed bids for the reconstruction of one (1) single-family stick-built housing unit and replacement of one (1) manufactured housing unit through its FY 2024 THDA HOME Rehabilitation Program. A Pre-Bid Conference will be held at 10:00 a.m. local time on Wednesday, March 18th, 2026, beginning at the Commission Room, Wilson County Courthouse, 228 East Main St., Lebanon, TN 37122, then progressing to the properties for on-site inspections. Bids will be received until 10:00 a.m. local time, on Wednesday, March 25th, 2026, at the Commission Room, Wilson County Courthouse, at which time and place the bids will be opened and publicly read. All bidders must be licensed General Contractors as required by the Contractors Licensing Act of 1978, as currently amended if bid price exceeds \$25,000. Contractors will be required to comply with all Federal, State & Local regulations & licensing laws. Public Liability Insurance, Property Damage Insurance, and Workman's Compensation Insurance will be required. Please contact Fay Leonard, Program Administrator, at (931) 260-7668 or via email at vantage4647@wvakes.net to receive a Contractors Qualification Statement form and Bid Specifications. WILSON COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE OR DISABILITY STATUS. THIS PROJECT IS FUNDED UNDER AN AGREEMENT WITH TENNESSEE HOUSING DEVELOPMENT AGENCY THROUGH THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

PUBLIC NOTICE
In reference to Ordinance No. 26-7375, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 7, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for future land use plan amendment approval for about 11.46 acres at 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from RXX-Mixed Housing to RPO-Rural Preservation/Open Space in Ward 1. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Joshua Stahle at 444-3647 x2304. The public is welcome to attend. Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

PUBLIC NOTICE
In reference to Ordinance No. 26-7376, notice is hereby given that the Mayor and City Council of the City of Lebanon, Tennessee, will hold a public hearing at 5:55 PM on April 7, 2026, in the Council Chambers for the purpose of discussing and hearing comments from the citizens on the proposed for rezoning approval for about 11.46 acres at 519 Maple Hill Road (Tax Map 46 Parcel 19.03) from R09-Duplex Residential 9,000 & RXX-Mixed Housing to RPO-Rural Preservation/Open Space in Ward 1. The public hearing for the proposed amendment is being conducted pursuant to the laws of the State of Tennessee Code Annotated and the City of Lebanon, Tennessee. Copies of the proposed amendment are available for inspection at the following locations: City of Lebanon Mayor's Office, Engineering Office and Planning Office at 200 North Castle Heights Avenue. Questions can be addressed to Joshua Stahle at 444-3647 x2304. The public is welcome to attend. Individuals needing auxiliary aids for effective communication and/or other reasonable accommodation in programs and services of the City of Lebanon are invited to make their needs and preferences known to the ADA Compliance Coordinator by calling 443-2809.

PUBLIC NOTICE
THE CITY OF LEBANON CODES BOARD OF ADJUSTMENTS AND APPEALS will convene on Thursday, Mar 19, 2026 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 Nov 2025 appeal of International Property Maintenance Code Notice to repair the lot at 200 Legends Dr., Lebanon TN 37087 New Business related to the January 2026 appeal of 2021 International Property Maintenance Code Notice to demolish or repair structure at 112 Eastland Ave., Lebanon TN 37087 New Business related to the January 2026 appeal of 2021 International Property Maintenance Code Notice to demolish or repair structure at 126 E. Forrest Ave., Lebanon TN 37087 New Business related to the February 2026 appeal of 2021 International Property Maintenance Code Notice to demolish or repair structure at 414 A-B Sam Houston Dr., Lebanon TN Individuals needing auxiliary aid 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 (615)444-2809

REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL ENGINEERING SERVICES

The City of Lebanon, Tennessee (City), invites interested and qualified consulting firms to submit a qualifications-based proposal responsive to the issues and requirements outlined in this Request for Qualifications (RFQ) to provide design services for Phase 2 of the Lebanon Sports Complex, located on 72 acres approximately 1.5 miles south of Interstate 40 on US 231 South in Lebanon, Tennessee. The project conceptually consists of 8 baseball/softball fields with batting cages and other necessary features, two concessions/restroom buildings, a park maintenance building, greenways/trails, play grounds(s), and all associated grading, utilities, and site features. Required Scope of Services: 1. Environmental Analysis (Hydrologic determination, TDEC/USACE Compliance Permitting, Threatened & Endangered Species Survey) 2. Flood Study & FEMA Permitting 3. Stormwater Design (Water Quality & Quantity) 4. Grading & Drainage Plan 5. Utilities Design (Water, Sewer, Electric) 6. Architectural/MEP/Structural Design for proposed buildings

The City seeks to select a consultant team comprised of a firm with proven expertise in providing comprehensive engineering design services for active sports and recreational facilities comparable in scale, scope, and technical complexity to the proposed project. Qualifications packages shall include the following: Brief history of the firm, including areas of team expertise and technical capabilities. Descriptions of relevant previous projects that key project staff have played a central role in developing. General project approach. Names and qualifications of specific project staff that will play the primary role(s) in this project. Name of project manager must be included. No more than five (5) references for similar projects. References must include current contact name and phone number. No more than three (3) sample products from similar previous projects. Additional information that will assist the City in considering the evaluation criteria outlined below. Electronically submitted qualification packages can be sent to jakc.pruitt@lebanontn.gov with the subject line "RFQ - Sports Complex Ph. 2 - Design". For paper submittals, three (3) copies and one (1) digital of the qualification package must be submitted to the following address: RFQ - Sports Complex Ph. 2 - Design Jake Pruitt, Capital Projects Manager City of Lebanon 200 North Castle Heights Ave. Lebanon, TN 37087

by Wednesday, April 8, 2026, at 2:00 p.m. Central Standard Time (CST). Respondents are directed to draft their proposals in such a manner as to purposely present prior similar project information and descriptions as the lead discussion and presentation in their proposals, and to provide current contact information for both the governmental agency responsible for the project administration and management, and the operators and users groups of the park facilities. Of particular interest to the City is prior experience with similar sports/recreational facility projects. Respondents are advised that such project references may be contacted, and that such contacts may be broadened beyond those named, based upon information provided from these contacted references or other listed example projects. In describing each project reference, each respondent shall clearly, completely and accurately describe their specific roles and responsibilities for that project. Respondents are further encouraged to add or address information as to what or how their role or involvement in the referenced example projects benefited the success of the project, in terms of planning, design, operations, etc. As indicated by the selection criteria contained in this RFQ, great weight will be given by the City for experience and benefits provided by the respondents for similar projects.

Selection and award of the Professional Services Agreement (PSA) by the City will be made based on the criteria as outlined below: 1. Qualifications and previous related work of key project personnel, particularly with regard to working with municipalities of similar size, government structure, complexity and issues (20 points). 2. Qualifications and previous related work of firm, particularly with regard to working with municipalities of similar size, government structure, complexity and issues, and including firm's experience in technical areas required to successfully complete all comprehensive plan elements (20 points). 3. Understanding of project goals, and local issues and needs, particularly as expressed in their approach to the project (20 points). 4. The demonstrated ability of key project personnel to organize and lead effective, productive public meetings and in-house project meetings (15 points). 5. Quality of sample materials and qualifications package submitted (15 points). 6. Responsiveness to submission requirements (10 points). The City may take any of the following actions after reviewing the submitted materials: 1. Contact respondents and request additional materials or supporting information. 2. Contact respondents for an in-person interview. 3. Enter into direct negotiation with a respondent. 4. Re-advertise and/or reissue the original RFQ or an amended RFQ. 5. Determine that responses received are inadequate and/or that the services sought are no longer necessary or desired. This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or in anticipation of a contract. The City reserves the right to reject any and/or all qualifications packages submitted, to waive technical or legal deficiencies, and to accept any qualifications packages that it may deem to be in the best interest of the City. By submitted a qualifications package, the submitter hereby authorizes the City to contact references and make such further investigations as may be in the best interest of the City. Additional information regarding the RFQ should be emailed to Jake Pruitt, Capital Project Manager, at jakc.pruitt@lebanontn.gov. Pre-Proposal Conference A mandatory pre-proposal conference is scheduled for 9:00 a.m. on Wednesday, March 18, 2026, at the City of Lebanon Town Meeting Hall, 200 North Castle Heights Avenue. The purpose of the meeting will be to discuss preliminary design concepts and answer any questions regarding the project. Proposals will not be accepted from respondents who did not attend the pre-proposal conference. The City of Lebanon is an equal opportunity entity and does not discriminate on the basis of age, race, sex, national origin, religion or disability in admission to, access to, or operations of its programs, services, activities, or in its awarding of such bids in pursuant to Title VI of the Civil Rights Act of 1964.

ORDINANCE NO. 26-7394

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE LEBANON MUNICIPAL AIRPORT COMMERCIAL OPERATOR
LEASE AGREEMENT WITH R3 AVIATION SERVICES, LLC**

WHEREAS, the City wishes to lease room 104 and restroom facilities to R3 Aviation Services, LLC for the Airport Commissioner's Office; and

WHEREAS, the necessary commercial operator lease agreement is attached to this ordinance by reference as if appearing verbatim herein.

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

Section 1. The Lebanon Municipal Airport Commercial Operator Lease Agreement between the City and R3 Aviation Services, LLC, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director are hereby authorized to execute such lease agreement.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

**LEBANON MUNICIPAL AIRPORT
COMMERCIAL OPERATOR LEASE AGREEMENT**

THIS COMMERCIAL OPERATOR LEASE AGREEMENT made on the first day of **May, 2026** the CITY, and R3 AVIATION SERVICES, LLC hereinafter referred to as R3 or OPERATOR for the operation of certain flight training activities and aircraft rental at City of Lebanon Municipal Airport, hereinafter referred to as the AIRPORT.

The parties hereto, for and in consideration of the rents, covenants and agreements contained herein, agree as follows:

1.0 Leased Premises. The CITY does hereby demise and let unto R3, and R3 does hereby lease from the CITY, certain premises and facilities, and the rights, licenses and privileges on and in connection with the property and improvements of the CITY specified as said AIRPORT, as more particularly hereinafter set forth:

a) The use, in common with others authorized so to do, and in coordination with the Fixed Base Operator (FBO) acting as the Airport Manager, of said AIRPORT, and all appurtenances, facilities, improvements, equipment and services which have been or may hereafter be provided there, such use without limiting the generality hereof, to include the following rights, licenses and privileges:

b) The operation of flight training activities and aircraft rental; the right to install and operate a reasonable advertising sign on the AIRPORT property, the general type, design and location of such signs to be subject to the approval of the Public Works Director or designee for the CITY.

c) The Agreement includes the use of the west side terminal building first floor Airport Commissioner's office. R3 office space is more specifically identified as room 104 on the attached Exhibit A.

R3 is authorized to utilize available restroom facilities. R3 may not sublease any rooms or space without prior approval from the CITY.

R3 shall request and schedule use of the first-floor conference room with the FBO. FBO may charge a reasonable fee for such use.

R3 shall request and schedule use of the first-floor conference room with the FBO subject to payment of fees as established by CITY Ordinance 22-6531.

R3 is responsible for the janitorial services for leased office space.

d) The use, in common with the FBO, of all public space in the terminal building leased to the FBO, subject to approval of the FBO acting as the Airport Manager.

e) The use by R3, its employees, customers, suppliers, licensees, invitees, and general public, without charge, of the designated vehicular parking space located near the terminal building.

f) The full and unrestricted access and ingress to and egress from the premises for all purposes contemplated by this Agreement. Twenty-four-hour access is only available from the south side entrance door and stairwell.

g) The CITY is responsible for providing and payment of utilities serving the terminal building. R3's utility consumption is expected to be consistent with that of similar R3 operations.

h) The CITY is responsible for providing and payment of basic cable TV and Wi-Fi internet access for pilots and visitors to the terminal building or locations as determined by the CITY.

i) The common areas and restrooms will receive weekly janitorial service by the CITY. Service may be provided by a third-party vendor.

j) The CITY shall supply the basic janitorial supplies including paper hand towels/dryer, toilet tissue, soap, trash bags, sanitary napkin disposal trash bags, air fresheners/refills, and toilet bowl brush/plunger.

2.0 Term of Agreement. Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for a period commencing on the first day of **May, 2026** and continuing for a period ending on **December 31, 2031**. The rent payable to the CITY shall be for room 104 (302 sq. ft.) and for restroom facilities (112 sq. ft.). Rent shall be payable in advance without demand on the first day of each calendar month.

Rental Rate Schedule:

<u>Term</u>	<u>Annual</u>	<u>Monthly</u>
May 1, 2026 – December 31, 2026	\$3,588	\$448.50
January 1, 2027 – December 31, 2027	\$5785.65	\$482.14
January 1, 2028 – December 31, 2028	\$6,219.57	\$518.30
January 1, 2029 – December 31, 2029	\$6686.04	\$557.17
January 1, 2030 – December 31, 2031	\$7187.49	\$598.96

The lease may be extended for a period not to exceed five (5) years upon terms, covenants and conditions as mutually agreeable to the parties. R3 shall notify the CITY in writing 180 days prior to the lease expiration date to advise the CITY of R3's intent to extend the lease and begin negotiations of terms, covenants and conditions for the extension. Once the extension(s) have reached five (5) years, a new lease shall be required. Other fees and charges are outlined in the Consideration section, which follows in Section 3.0.

Note: New lease shall be required beginning **January 1, 2032**.

3.0 Consideration. All lease payments shall be made to the CITY at 200 North Castle Heights Avenue, Lebanon, Tennessee, 37087, Attention: Commissioner of Finance; or, at or to such other place or office as is designated in writing by the CITY.

4.0 Operation. R3 shall maintain the following hours of operation: 7:30 a.m. to 4:30 p.m. These hours may be modified as necessary and/or required based on seasonal operations and activities to support and accommodate reasonable schedules for the flying public. These hours shall be strictly adhered to when using terminal area. The AIRPORT is open year-round, seven (7) days per week except for Easter Sunday, Christmas Day, Thanksgiving Day and New Year's Day.

5.0 Other Covenants.

a) R3 shall adhere to all Federal, State, County, and CITY laws and ordinances, the rules and regulations of the Federal Aviation Administration and the Tennessee Aeronautics Division, and the AIRPORT Rules, Regulations and Minimum Standards.

b) R3 shall save the CITY harmless from any and all liability of any kind whatsoever, regarding any accidents, injuries to persons, injuries to property, loss or defacing of any aircraft, equipment or vehicles at said AIRPORT due to any negligent act(s) of R3, R3 Employees, and/or agents, etc. R3 shall maintain liability insurance to protect the CITY from liability at least in the amount of One Million Dollars with the CITY as named insured and R3 shall provide the CITY with a certificate of insurance. Said certificates shall be provided on an annual basis.

c) R3 shall provide and maintain the necessary services to conduct services as outlined in this Agreement and shall be solely responsible to hire sufficient personnel to provide the subject services. All R3 employees shall be required to wear identification as R3 employees

within thirty (30) days of beginning operation. All employees working for R3 shall be and are employees of R3 and shall not be construed or identified as being employees of the CITY.

d) R3 or authorized designee is invited to attend all Airport Commission meetings and to work with the Airport Commission, FBO and the CITY for the benefit of AIRPORT.

e) R3 shall provide a quarterly report to the Airport Commission as to the current and future activities which promote AIRPORT services, activities and events. Reports should include number of students in attendance, licenses received, etc.

6.0 Maintenance by the CITY. The CITY agrees to maintain the runway and taxi surfaces, runway lights, outside walls and roof of leased buildings and mowing and maintenance of demised premises.

7.0 Maintenance by R3. R3 shall maintain and keep clean the inside of the leased area. R3 shall perform minor upkeep and maintenance on the leased area up to the amount of \$500 per year. Maintenance of any office space in the terminal building above the sum of \$500 per year shall be paid by the CITY.

Since the AIRPORT is the Gateway to the CITY, it is imperative that R3 shall maintain and keep the inside of the leased area clean to the highest degree possible.

R3 is responsible for the janitorial services for the leased space (room 104).

For the health and safety of the general public, the CITY's Smoking Policy shall be followed. Smoking will be allowed in designated outside areas only.

Administrative offices and the terminal area are to be operated and maintained in a professional businesslike manner.

8.0 Parking Lot Restrictions. Vehicles and implements used by R3 must be parked so as not to interfere with the public use of the parking area.

9.0 Leased Equipment. N/A

10.0 Indemnification. R3 does hereby agree to indemnify and hold harmless the CITY for any loss occasioned by the use, operation, or maintenance of said equipment or any loss occasioned or contributed to by the mere existence of said equipment on AIRPORT premises. This indemnity clause shall cover all items of personal property or equipment furnished to R3 at the beginning of the Agreement or any time thereafter, or any replacement for equipment originally conveyed at the beginning of the Agreement or any time thereafter and shall also include any equipment owned or leased by R3.

11.0 Approval of Events. R3 shall receive permission from the Airport Commission prior to permitting any public or special events that may be promoted or held at the AIRPORT.

12.0 Signage. The CITY shall erect directional signs on the main thoroughfares to provide the public with a guide to the AIRPORT.

The CITY will coordinate additional signage near roadways and within the foyer area to direct visitors and clients to appropriate destinations. Cost of such signs may be shared by all tenants.

13.0 Fixtures. R3 furnishes all fixtures for R3 operations.

14.0 Termination of Agreement.

a) By the CITY: In the event R3 shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against R3 and R3 thereafter is adjudicated bankrupt pursuant to such proceedings, or that any court shall take jurisdiction of R3 and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act, or that a receiver of R3's assets shall be appointed, or that R3 shall be devised of its estate herein by operation of law, or that R3 shall fail to perform, keep or observed any of the terms, covenants or conditions

herein contained, on its part to be performed, the CITY shall give R3 written notice to correct such condition or cure such default and, if any such condition or default shall continue for sixty (60) days after the receipt of such notice by R3, the CITY may, after the lapse of said sixty (60) day period and prior to the correction or curing of such condition or default, terminate this Agreement by a thirty (30) day written notice to R3 .

b) By R3: R3 may cancel this Agreement, and terminate its obligation hereunder, by a ninety (90) day written notice given to the CITY by R3.

15.0 Remedy in Case of Breach. Either party may, in addition to the right to terminate upon breach, require the other party to comply with the terms of this Agreement and may seek legal action to do so.

16.0 Mediation. Any disagreement between the CITY and R3 as to the failure or non-compliance with any of the terms of this Agreement, which has not been settled between the CITY or R3 within sixty (60) days, shall before any legal action go to mediation (unless public safety requires immediate legal action), R3 choosing a third person. If either the CITY or R3 are dissatisfied with the decision of the mediators, either party may proceed to take whatever legal action they may deem appropriate.

17.0 Operating Expenses. R3 shall pay business creditors within a reasonable time. Failure to pay operating bills in a timely manner shall be a breach of this Agreement.

18.0 Sublease or Assignment. R3 shall not at any time assign or sublease this Agreement, or any part thereof, to any person or company without the express consent in writing of the CITY. Any sale or change of the business ownership that will affect this Agreement must have the written approval of the CITY.

19.0 Inspection. R3 hereby grants to the Mayor of the CITY, or his designee, the authority to inspect all areas of the leased space during normal operating hours as the mayor may deem appropriate. The Public Works Director of the CITY, the Chairman of the Lebanon Airport Commission, or their designee(s), shall be the liaison party between the CITY and R3.

20.0 Quiet Title. The CITY agrees that, on payment of the rent and performance of the covenants and agreements on the part of R3 to be performed hereunder, R3 shall peaceably hold and enjoy the leased premises and all the rights and privileges of said leased space, its appurtenances, facilities and equipment granted herein.

21.0 Mowing. The CITY agrees to keep all non-leased AIRPORT areas mowed and well maintained and to keep all non-leased AIRPORT facilities in good working order.

22.0 Litigation. In the event the CITY must undertake litigation or collection activities concerning this lease, and in the further event the CITY is successful, R3 shall be responsible for reasonable attorney's fees and litigation expenses incurred and vice versa.

23.0 Notice. Notices to the CITY provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to the Public Works Director for the City of Lebanon, City Administration Building, 406 Tennessee Boulevard, Lebanon, Tennessee 37087; and notices to R3 , if sent by certified mail, postage prepaid addressed to R3, Attn: Nick Retterer, 6767 Japonica Ln., Whitehouse, TN 37188, or to such other respective addresses as the parties may designate in writing from time to time.

24.0 R3 Employees. The hiring of all employees including appropriate background checks shall be in accordance with Federal Aviation Administration and/or Homeland Security policies and requirements. R3 shall provide copies of such investigation and reports to the CITY Human Resources Department. R3 will keep the Lebanon Airport Commission and the Public

Works Director informed at all times of all officers and/or managers of the company, titles, job descriptions and emergency contact information.

25.0 Lease Administration. R3 communicates specific requests with the Public Works Director or his designated agent and the chairman of the Lebanon Airport Commission.

R3 shall obtain and maintain liability insurance for all areas contracted from the CITY for use by R3 along with applicable insurance for the business operations of R3. R3 shall maintain renter's insurance. R3 insurance policies shall name the CITY as an additional insured entity and indemnify and hold the CITY harmless for actions of R3. The CITY shall maintain liability insurance for CITY property including buildings, furniture, etc.

26.0 "CITY" references approval by City Council upon review and recommendation of the Lebanon Airport Commission.

IN WITNESS WHEREOF, the parties have executed the foregoing by their duly authorized officers or agents on this the ____ day of _____, 2023.

OWNER:

CITY OF LEBANON, TENNESSEE

COMMERCIAL OPERATOR:

R3

MAYOR

OWNER

COMMISSIONER OF FINANCE
AND REVENUE

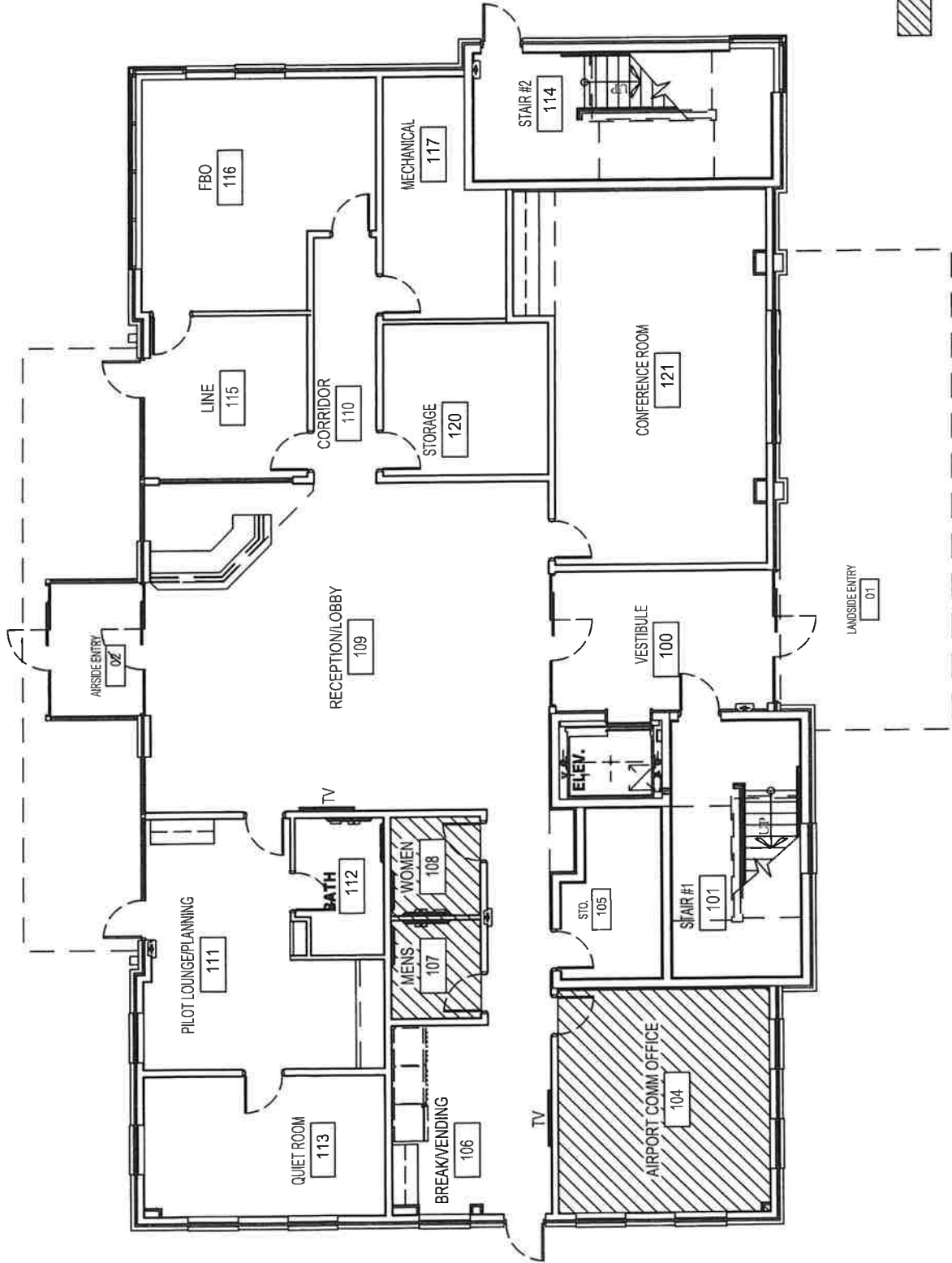
RECOMMENDED BY:

CHAIRMAN,
LEBANON AIRPORT COMMISSION

APPROVED AS TO FORM:

CITY ATTORNEY

Authorized by Ordinance No. 26- xxxx



 LEASE AREA

TERMINAL FIRST FLOOR LAYOUT

DATE: 3/10/2026

EXHIBIT A

ORDINANCE NO. 26-7395

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR THE FIRE DEPARTMENT TO COVER
EXPENSES FOR THE REMAINDER OF THE FISCAL YEAR**

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

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

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

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

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

Department: Fire

From: 11090000-79000	Fund Balance	\$476,500.00
11042200-71140	Certifications	\$25,000.00
To: 11042200-71120	Overtime	\$439,530.85
11042200-72610	Maintenance Vehicles	\$25,000.00
11042200-72800	Travel Expenses	\$969.15
11042200-72940	Machinery & Equip	\$36,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

ORDINANCE NO. 26-7396

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A BUDGET AMENDMENT FOR THE WATER DEPARTMENT
RELATIVE TO THE LOCKER ROOM RENOVATION PROJECT, CL-20413**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7110 to approve the locker room renovation project at the Water and Sewer Departments and Ord. No. 25-7319 to approve the related change order; and

WHEREAS, the Water Department portion of the budget amendments for Ord. No. 25-7319 was erroneously excluded at the time such ordinance was passed; and

WHEREAS, a budget amendment is now necessary for the Water Department portion of such change order for the locker room renovation project, CL-20413.

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

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

Department: Water

From: 41190001-79010 Budget Retained Earnings \$32,500.00

To: Construction in Progress 411 16520 \$32,500.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

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


DEPARTMENT Water

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
411 90001 79010	Budget Retained Earnings	\$ 32,500.00	
Total		\$ 32,500.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
Construction in Progress	411 16520		\$ 32,500.00
Total			\$ 32,500.00

REQUESTED BY	_____	DATE	_____
DEPARTMENT HEAD		DATE	11/6/2025
COMM. OF FINANCE	_____	DATE	_____
MAYOR	_____	DATE	_____

REASON FOR THIS TRANSFER:
Budget amendment needed to add renovation of the existing breakroom at the Water and
Sewer Department to the existing locker room renovation project.

ORDINANCE NO. 25-7319

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A CHANGE ORDER FOR THE LOCKER ROOM RENOVATION
PROJECT, CL-24013, AT THE WATER AND SEWER DEPARTMENT AND TO
APPROVE THE RELATED BUDGET AMENDMENT**

WHEREAS, the Lebanon City Council passed Ord. No. 24-7110 on December 17, 2024, to approve the locker room renovations project at the Water and Sewer Departments; and

WHEREAS, a change order is now necessary to incorporate refurbishing the breakroom into such renovation project; and

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

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

Section 1. Steed Brothers Contractors, LLP, Change Order #2 for the City of Lebanon Locker Room Renovation, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and the Commissioner of Finance and Revenue are hereby authorized to execute such Change Order #2 for the Locker Room Renovation Project No. CL-24013 in the amount of Sixty Thousand, Three Hundred Ninety-two Dollars and No Cents (\$60,392.00).

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

Department: Sewer


From: 41190001-79010	Budget Retained Earnings	\$32,500.00
To: 411-16520	Construction in Progress	\$32,500.00

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

Ord. No. 25-7319

Page 2

Attest:



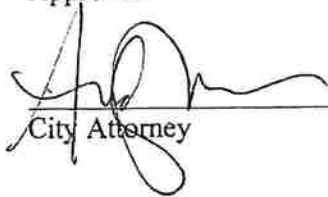
Commissioner of Finance & Revenue

Approved:



Mayor

Approved as to form:



City Attorney

Passed first reading: 11/18/2025

Passed second reading: 12/2/2025

**STEED
BROTHERS
CONTRACTORS, LLP**



A Construction Services Company

CO Request #02

11/3/2025

Proposal Provided To:

Studio Oakley Architects, LLC
Attn: Wayne Oakley
233 Legends Drive
Lebanon, TN 37087

Job:

City of Lebanon Water Dept. Locker Room Reno
200 Carver Lane
Lebanon, TN 37087

Scope:

Refurbishing the breakroom per plans & specifications by Studio Oakley.	\$ 52,515.00
	P&O 15% \$ 7,877.00
	<u>\$ 60,392.00</u>

For the sum of:

Sixty Thousand, Three Hundred Ninety-Two Dollars **\$ 60,392.00**

Exclusions:

Repair or cleaning of any existing appliances or fixtures.

* Backup attached

Signed _____

Wyndell Steed, Partner

We Look Forward to Working With You!

309 East Main Street * Lebanon TN 37087 * 615-444-2246

Proposal
DILLON CABINET & MILLWORK, INC.

314 Babb Drive
 Lebanon, Tennessee 37087
 Phone (615) 444-6350 - FAX (615) 443-7578

PROPOSAL SUBMITTED TO STEED BROTHERS CONTRACTORS		PHONE	DATE OCTOBER 28, 2023
STREET		JOB NAME BREAKROOM	
CITY, STATE AND ZIP CODE		JOB LOCATION CITY OF LEBANON WATER & SEWER	
ARCHITECT	DATE OF PLANS	JOB PHONE	

12' 6" UPPER & BASE CABINETS	\$10,000.00
SOLID SURFACE COUNTERTOP & BACKSPLASH	\$ 3,900.00
FLOATING SHELVES W/ BRACKETS	
2 - 3' 6" @ \$125.00 EA.	\$ 250.00
4 - 2' 10" @ \$100.00 EA.	\$ 400.00
TOTAL	\$14,550.00

1419
15,969.00

*PLUS APPLICABLE TAXES.

PAYMENT TO BE MADE AS FOLLOWS

ALL MATERIALS TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE: 

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF

NOT ACCEPTED WITHIN 30 DAYS

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

Signature: _____

Signature: _____

anthonette.reasonover@steadbrothers.com

From: Wyndell Steed <w.steed@steadbrothers.com>
Sent: Tuesday, October 28, 2025 7:11 AM
To: 'Anthonette Reasonover'
Subject: FW: Break room ceiling water company

Wyndell Steed
STEED BROTHERS CONTRACTORS, LLP
309 East Main Street
Lebanon, TN 37087
615-444-2246

-----Original Message-----

From: paulbinkley@tds.net [mailto:paulbinkley@tds.net]
Sent: Monday, October 27, 2025 7:48 PM
To: Wendell Steed
Subject: Break room ceiling water company

Mr. Wendell

We will furnish and install new armstrong grid, and Armstrong # 607a ceiling tile for \$ 2,495.00 We can do the same job using armstrong # 1728 in lieu of the 607a for \$ 1,760.00.

This does not include demo.

Thanks

Buzzy Binkley.

SPECIALTY COATINGS, INC

PROPOSAL

P. O. BOX 680425
FRANKLIN, TN 37068-0425
PHONE (615) 591-9491

TO: STEED BROTHERS
ATTN: ANN R.

PHONE	FAX	DATE 10/21/25
JOB NAME / LOCATION COL WATER LEBANON, TENNESSEE BREAKROOM		
JOB NUMBER	JOB PHONE	

SCOPE OF WORK:

EPOXY - 1 - TNE MEC EPOXY QUARTZ FLOORING

1. SHOTBLAST OR GRIND CONCRETE TO APPROPRIATE CSP
2. APPLY TNE MEC DECOTREAD QUARTZ FLOORING SYSTEM AS SPECIFIED
3. INCLUDES INTEGRAL 4" COVE BASE
4. SYSTEM IS NON SLOPING AND WILL FOLLOW THE CONTOUR OF THE EXISTING SLAB

TOTAL SYSTEM PRICE: \$ 7,443.00

TOTAL INSTALLATION TIME 3 DAYS

1. SCOPE OF WORK ABOVE BASED ON SOLE ACCESS TO SPACE FOR (1) MOBILIZATION. EACH ADDITIONAL MOBILIZATION REQUIRED DUE TO CONTRACTOR SCHEDULE WILL BE BILLED AT ADDITIONAL \$3,000.00 MINIMUM
2. TOTAL AREA OF WORKSPACE TO BE CLEARED AND BROOMSWEEP BEFORE WE ARRIVE. IF AREA IS NOT CLEAR OF EQUIPMENT MERCHANDISE OR OTHER TRADES ADDITIONAL COSTS MAY BE INCURRED BY OWNER.
3. FLOOR DRAINS TO BE INSTALLED FLUSH WITH CONCRETE (SYSTEM INSTALLED IS NON-SLOPING UNLESS OTHERWISE NOTED)
4. FLOOR & MERCHANDISE PROTECTION IS NOT INCLUDED IN THIS PROPOSAL AND IS THE RESPONSIBILITY OF THE OWNER/GC IF DEEMED NECESSARY.
5. CANCELLING OR POSTPONING SCHEDULE WITHOUT 5 WORKING DAY NOTICE FROM START DATE WILL RESULT IN A FEE OF UP TO \$3,500.00

INSTALLATION CONDITIONS REQUIRE: ADEQUATE LIGHTING, INSTALLATION TEMPERATURES BETWEEN 60-90 DEGREES (F), CLEAN SUBSTRATE, ALL EQUIPMENT AND TRASH REMOVED, EASY ACCESS TO WORKSITE, DUMPSTER, RESTROOM FACILITIES.

1. UNLESS OTHERWISE AGREED UPON ALL PAYMENT TERMS ARE 30 DAYS; AFTER 30 DAYS FROM BILLING DATE SPECIALTY COATINGS, INC. WILL ADD 1.5% PER MONTH LATE FEE.
2. PRODUCT AND MATERIAL SAFETY DATA SHEETS ARE AVAILABLE UPON REQUEST.

SIGNATURE OF THIS PROPOSAL OR ISSUANCE OF P.O. / OWNER/GC CONTRACT CERTIFIES ACCEPTANCE OF ABOVE PROPOSAL SPECIFICATIONS, AND CONDITIONS.

Payment to be made as follows: 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Specialty Coatings Authorized Signature:

James R. David, Estimating

Note: This proposal may be withdrawn if not accepted within

30 days

Client Authorized Signature:

Date of Acceptance:

JOB SETUP INFORMATION

Date: 10-29-2025

Contractor: Steed Brothers LLP

Billing Address: 309 E Main St. Lebanon TN 37087

Job Name: Lebanon Water & Sewer Break Room Reno

Job Site Address: 200 Carver Ln Lebanon TN 37087

Cost Estimate (What we estimate our cost to be not what we will bill to customer)

HVAC
Equipment: _____
Material: _____
Labor: _____
Rental Equipment: _____
Subcontractor: _____
HVAC Total: _____

Plumbing
Materials: \$3,594.40
Labor: \$5,000.00
Rental Equipment: _____
Subcontractor: _____
Plumbing Total: \$8,594.40

Quote / Contract Amount: \$8,594.40

Examples of Breakdown of items for billing on G703

Plumbing
Underground: _____
Top Out: _____
Trim Out: _____

HVAC
Equipment: _____
Labor: _____
Materials: _____
Rental Equipment: _____

Residential HVAC Jobs

Rough-In: _____
Equipment: _____
Final Billing: _____

If a Change Order is issued for a job, I will need the cost estimate for it as well as the change order amount to add it to the job.

If it is a job that doesn't require a G703 or G702, I still have to have a cost estimate on it and a total quoted amount.

Groce Electric

Estimate

1803 Murfreesboro Rd.
Lebanon, TN 37090
615-453-6880
cell: 615-812-7334

Date	Estimate #
10/16/2025	2083

Name / Address
STEED BROTHERS CONTRACTORS,LLP 309 East Main st Lebanon TN 37087

Job
Water and sewer break room: renovation

Item	Description	Total
Job Breakdown	Permits Remove existing light fixtures in break room Lighting per print Electrical rough in of conduits, boxes, wire Electrical trim out of plugs, switches, covers Installing light fixtures EMT conduit, wire, labor	10,350.00
Total		\$10,350.00

Have A Blessed Day!

Approved By _____

E-mail
groceelectric@yahoo.com

ORDINANCE NO. 26-7398

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

WHEREAS, the Lebanon City Council passed Ord. Nos. 25-7137 and 26-7373 to amend Titles 11 and 12 of the Lebanon Municipal Code relative to construction activity; and

WHEREAS, it is now necessary to delete Section 11-401(4)(d); and

WHEREAS, it is now necessary to amend LMC § 12-104 as detailed on the new Title 12, Section 12-104 set forth below.

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

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

Section 2. The Title 12, Section 12-104 of the Lebanon Municipal Code is hereby amended as follows:

Sec. 12-104. Hours of Construction.

(1) Hours of Construction Regulated.

- (a) Hours of construction restrictions apply to acts that constitute "Construction Activity," as defined in this section. These restrictions shall apply only to work that requires a permit issued by the City of Lebanon but shall apply to all work done on such projects.
- (b) Construction Activity within one-thousand (1,000) feet of a residentially-occupied building, measured in the most direct means from a construction site and/or building to a residentially-occupied building, are as follows:
 - i. Construction activities are allowed Monday through Friday, 7:00 a.m. to 6:00 p.m.
 - a. Construction workers may arrive on site at 6:45 a.m.
 - b. Fueling of equipment may begin at 6:45 a.m.
 - c. No loading or unloading of equipment, including rental equipment, before 7:00 a.m.
 - d. Hammering or shooting of nails shall not begin before 7:00 a.m and must end at dusk.

- e. No hoe ram operations before 8:00 a.m or after 6:00 p.m.
- ii. Construction activities are allowed Saturday, 9:00 a.m. to 6:00 p.m.
- iii. No construction on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (c) Construction Activity not within one-thousand (1,000) feet of a residentially-occupied building is allowed Monday through Friday, 7:00 a.m. to 6:00 p.m., and Saturday, 9:00 a.m. to 6:00 p.m.
- (d) No Construction Activity that requires a permit shall occur on Sundays and City Holidays.

(2) *Definition of Construction Activity.* For purposes of determining the application of this Section, Construction Activity includes, but is not limited to, the following:

- (a) Grading and excavating.
- (b) Pouring and placing concrete or the presence of concrete mixing trucks or pumping vehicles/equipment.
- (c) Operating construction-related equipment and tools, including but not limited to, pile drivers, power shovels, pneumatic hammers, power hoists, compressors, and other construction-type devices.
- (d) Continual use of portable generators where the electric utility will connect temporary power service.
- (e) The presence of workers performing indoor or outdoor construction, site preparation, and landscaping work, including but not limited to, demolition, alteration, or repair of any building, structure, or property. This includes, but is not limited to, electrical, building, plumbing, HVAC, roofing, siding, painting, trimming, and landscaping work.
- (f) The presence of construction workers more than 15 minutes before and after permitted hours of construction.

(3) *Exemptions.* The following types of activities are exempt from the requirements of this Section.

- (a) Activities occurring inside occupied buildings and structures if not audible at any immediately adjacent street.
- (b) Construction commissioned or conducted by the City of Lebanon.
- (c) Cleaning of streets (including street sweeping vehicles), trash, and maintaining/installing erosion control.
- (d) Excavations or repairs of bridges, streets, or highways by or on behalf of the City, the County, or the State during the night, when the public welfare and convenience renders it impossible to perform such work during the day.
- (e) Emptying and setting dumpsters and servicing portable toilets.
- (f) Construction Activity approved in advance by the Executive Director of Engineering and Planning or designee. A contractor who needs to work outside normal construction hours must submit a request for approval in advance. If the Executive Director of Engineering and Planning or designee should determine that the interest

of the public health and safety are served, and if the Executive Director of Engineering and Planning or designee should determine that any loss of inconvenience that might result is outweighed by the public's interest in its safety and welfare, he/she may grant permission for such Construction Activity to be done Monday through Friday, 6:00 p.m. to 7:00 a.m., and Saturday, 6:00 p.m. to 9:00 a.m. upon application being made at the time the permit for the work is awarded or during the progress of the work. In the event a request is granted, notification must be provided to the Office of the Chief of Police.

- (g) Emergency activities of the City, the County, or the State and emergency activities of public utilities by private contractors, when they are seeking to provide electricity, water, or other public utility services, and the public health, safety, or welfare is involved.

(4) *Accountability for Violations.*

- (a) In addition to those persons actively engaged in Construction Activity as defined above, when an infraction under this ordinance occurs the owner, developer, and general contractor may any or all of them be deemed to be in violation of this ordinance.
- (b) Those causing work to be done may be issued citations for violations committed by their employees, subcontractors, or agents.
- (c) In addition to property owners, developers, and general contractors, citations may be issued, where appropriate, to subcontractors, suppliers of concrete, suppliers of concrete pumper trucks/equipment, and supply and rental equipment delivery companies.

(5) *Violations.*

- (a) Violators may be cited to Lebanon Municipal Court by the Lebanon Police Department.
- (b) Any violation of this Section shall be punishable by a fine in the Municipal Court as provided by LMC § 1-1101.
- (c) When deemed necessary, further legal actions are authorized in courts of competent jurisdiction in Tennessee to the extent allowed by law.
- (d) In addition to all other remedies available, when any persons have been found guilty of two (2) or more violations by the Lebanon Municipal Court, the Lebanon Police Department may refer the matter to the Building Official or their designee. The Building Official or their designee may issue Stop Work Orders until the violation or condition is abated, for a minimum of 5 business days. The stop work order shall be in writing and shall be given to the developer or contractor, and a copy shall be provided to the Lebanon Police Department. The stop work order shall state the reason for the order and the conditions upon which the cited work is authorized to resume. Upon issuance of a stop work order, the cited work shall immediately cease for a minimum of five (5) days. If a stop work order is issued, the contractor or developer must meet with the Executive Director of Engineering and Planning or

their designee within three (3) business days of issuance. After the meeting, Stop Work Orders may be withdrawn and construction work allowed to resume under such conditions so as to prevent further violations of this section.

(6) Conflicts with other chapters and sections of the Municipal Code, including those sections of the Municipal Code which adopt the International Building Code, the International Property Maintenance Code, and all other similar code adoptions. If at any time these requirements conflict with other requirements elsewhere in the Lebanon Municipal Code or the building codes adopted therein, the more restrictive requirements shall apply.

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

Attest:

Approved:

Commissioner of Finance & Revenue

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

Sec. 12-104. Hours of Construction.

(1) *Hours of Construction Regulated.*

- (a) Hours of construction restrictions apply to acts that constitute "Construction Activity," as defined in this section. These restrictions shall apply only to work that requires a permit issued by the City of Lebanon but shall apply to all work done on such projects.
- (b) Construction Activity within one-thousand (1,000) feet of a residentially-occupied building, measured in the most direct means from a construction site and/or building to a residentially-occupied building, are as follows:
 - i. ~~Construction activities are allowed Monday through Friday, 7:00 a.m. to 6:00 p.m.~~
 - a. ~~Construction workers may arrive on site at 6:45am.~~
 - ~~b. Fueling of equipment may begin at 6:45am.~~
 - ~~c. No loading or unloading of equipment, including rental equipment, before 7:00am.~~
 - ~~d. Hammering or shooting of nails shall not begin before 7:00am and must end at dusk.~~
 - ~~e. No hoe ram operations before 8:00am or after 6:00pm.~~
 - ii. ~~Construction activities are allowed Saturday, 9:00 a.m. to 6:00 p.m.~~
 - iii. ~~No construction on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.~~
- (c) Construction Activity not within one-thousand (1,000) feet of a residentially-occupied building is allowed Monday through Friday, 7:00 a.m. to 6:00 p.m., and Saturday, 9:00 a.m. to 6:00 p.m.
- (d) No Construction Activity that requires a permit shall occur on Sundays and City Holidays.

(2) *Definition of Construction Activity.* For purposes of determining the application of this Section, Construction Activity includes, but is not limited to, the following:

- (a) Grading and excavating.
- (b) Pouring and placing concrete or the presence of concrete mixing trucks or pumping vehicles/equipment.
- (c) Operating construction-related equipment and tools, including but not limited to, pile drivers, power shovels, pneumatic hammers, power hoists, compressors, and other construction-type devices.
- (d) Continual use of portable generators where the electric utility will connect temporary power service.
- (e) The presence of workers performing indoor or outdoor construction, site preparation, and landscaping work, including but not limited to, demolition, alteration, or repair of any building, structure, or property. This includes, but is not

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limited to, electrical, building, plumbing, HVAC, roofing, siding, painting, trimming, and landscaping work.

- (f) The presence of construction workers more than 15 minutes before and after permitted hours of construction.

(3) *Exemptions.* The following types of activities are exempt from the requirements of this Section.

- (a) Activities occurring inside occupied buildings and structures if not audible at any immediately adjacent street.
- (b) Construction commissioned or conducted by the City of Lebanon.
- (c) Cleaning of streets (including street sweeping vehicles), trash, and maintaining/installing erosion control.
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- (g) Emergency activities of the City, the County, or the State and emergency activities of public utilities by private contractors, when they are seeking to provide electricity, water, or other public utility services, and the public health, safety, or welfare is involved.

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(4) *Accountability for Violations.*

- (a) In addition to those persons actively engaged in Construction Activity as defined above, when an infraction under this ordinance occurs the owner, developer, and general contractor may any or all of them be deemed to be in violation of this ordinance.
- (b) Those causing work to be done may be issued citations for violations committed by their employees, subcontractors, or agents.
- (c) In addition to property owners, developers, and general contractors, citations may be issued, where appropriate, to subcontractors, suppliers of concrete, suppliers of concrete pumper trucks/equipment, and supply and rental equipment delivery companies.

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- (c) ~~When deemed where necessary, further legal actions are authorized actions in other courts of competent jurisdiction in Tennessee to the extent allowed by law. Any violation of this Section shall be punishable by a fine as provided by LMC § 1-1101. Violators may be cited to Lebanon Municipal Court, or where necessary, actions in other courts of competent jurisdiction in Tennessee.~~
- (d) ~~In addition to all other remedies available, repeat violators when any persons have been found guilty of two (2) or more violations by the Lebanon Municipal Court, the Lebanon Police Department may refer the matter to the Building Official or their designee. The Building Official or their designee may be issued Stop Work Orders by the Building Official or designee until the violation or condition is abated, for a minimum of 5 business days. The stop work order shall be in writing and shall be given to the developer or contractor, and a copy shall be provided to the Lebanon Police Department. The stop work order shall state the reason for the order and the conditions upon which the cited work is authorized to resume. Upon issuance of a stop work order, the cited work shall immediately cease for a minimum of five (5) days. If a stop work order is issued, the contractor or developer must meet with the Commissioner of Public Services Executive Director of Engineering and Planning or their designee within three (3) business days of issuance. After the meeting, Stop Work Orders may be withdrawn and construction work allowed to resume under such conditions so as to prevent further violations of this section.~~

Commented [SC3]: Language changed at the request of LPD Chief Justice. 3-16-26.

Commented [SC4]: Changes to subsection 5 were added by Stephen Chambers after discussion with Kristen Rice.

(6) *Conflicts with other chapters and sections of the Municipal Code, including those sections of the Municipal Code which adopt the International Building Code, the International Property Maintenance Code, and all other similar code adoptions.* If at any time these requirements conflict with other requirements elsewhere in the Lebanon Municipal Code or the building codes adopted therein, the more restrictive requirements shall apply.

~~11-401(4)(d) *Construction or repairing of buildings.* The erection (including excavation), construction, demolition, alteration or repair of any building during times that would not be permitted for Construction Activity by Section 12-104. Hours of Construction. Deleted.~~

Commented [SC5]: If LPD is authorized to enforce 12-104, this section may be unnecessary. Do we want to delete it?

Sec. 12-104. Hours of Construction.

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 - i. Construction activities are allowed Monday through Friday, 7:00 a.m. to 6:00 p.m.
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Commented [SC3]: Language changed at the request of LPD Chief Justice. 3-16-26.

Commented [SC4]: Changes to subsection 5 were added by Stephen Chambers after discussion with Kristen Rice.

Commented [SC5]: If LPD is authorized to enforce 12-104, this section may be unnecessary. Do we want to delete it?

ORDINANCE NO. 26-7399

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE TRANSFER OF FUNDS PURSUANT TO THE PUBLIC
PRIVATE PARTNERSHIP AGREEMENT APPROVED BY ORD. NO. 25-7218**

WHEREAS, the Lebanon City Council passed Ord. No. 25-7218 on June 3, 2025, to approve the amended Public/Private Partnership Agreement for Coles Ferry Pike Widening & Improvements; and

WHEREAS, it is now necessary to transfer funds to the street capital fund and water/sewer funds in accordance with Ord. No. 25-7218; and

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

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

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

Department: Finance			
From:	11090000-79000	Budget Fund Balance	\$1,601,785.00
	316-36940	Transfer from General	\$1,004,164.00
	411-36940	Transfer from General	\$597,621.00
To:	11044445-77150	Transfer to Other Funds	\$1,601,785.00
	316 43155-79300	Budget Fund Balance	\$1,004,164.00
	411-16520	Budget Retained Earnings	\$597,621.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Finance

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 1,601,785.00	
316-36940	Transfer From General	\$ 1,004,164.00	
411-36940	Transfer From General	\$ 597,621.00	
	Total	\$ 3,203,570.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11044445-77150	Transfer to Other Funds		\$ 1,601,785.00
316-43155-79300	Budget Fund Balance		\$ 1,004,164.00
411-16520	Budget Retained Earnings		\$ 597,621.00
	Total		\$ 3,203,570.00

REQUESTED BY

Lindsay Wolfenbarger

DATE

3/27/26

DEPARTMENT HEAD

DATE

FINANCE DIRECTOR

Lindsay Wolfenbarger

DATE

3/27/26

MAYOR

DATE

REASON FOR THIS TRANSFER:

BEFORE THE FACT

AFTER THE FACT

To transfer funds per Ordinance 25-7218

ORDINANCE NO. 26-7400

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE TRANSFER OF FUNDS PURSUANT TO THE PUBLIC
PRIVATE PARTNERSHIP AGREEMENT APPROVED BY ORD. NO. 23-6764**

WHEREAS, the Lebanon City Council passed Ord. No. 23-6764 on September 19, 2023, to approve the Public/Private Partnership Agreement for the Construction of Blue Devil Boulevard Public Infrastructure Improvements between the City of Lebanon and Suncrest CT Venture Pursuitco LLC; and

WHEREAS, it is now necessary to transfer funds to the street capital fund in accordance with Ord. No. 23-6764; and

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

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

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

Department: Finance			
From:	11090000-79000	Budget Fund Balance	\$750,000.00
	316-36940	Transfer from General	\$750,000.00
To:	11044445-77150	Transfer to Other Funds	\$750,000.00
	31643156-79300	Budget Fund Balance	\$750,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

FOR ACCOUNTING PURPOSES ONLY

BGT # _____

POSTED _____

REF # _____

INITIALS _____

DEPARTMENT Finance

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 750,000.00	
316-36940	Transfer From General	\$ 750,000.00	
	Total	\$ 1,500,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11044445-77150	Transfer to Other Funds		\$ 750,000.00
31643156-79300	Budget Fund Balance		\$ 750,000.00
	Total		\$ 1,500,000.00

REQUESTED BY Lindsey Wolfenbarger

DATE 3/27/2026

DEPARTMENT HEAD Lindsey Wolfenbarger

DATE 3/27/2026

FINANCE DIRECTOR *Lindsey Wolfenbarger*

DATE 3/27/26

MAYOR _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To transfer funds per Ordinance 23-6764

ORDINANCE NO. 26-7401

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE BUDGET AMENDMENTS FOR THE HIGHWAY AND STREETS
DEPARTMENT TO COVER EXPENSES FOR THE REMAINDER OF THE
FISCAL YEAR**

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

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

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

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

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

Department: Highway and Streets			
From:	11090000-79000	Budget Fund Balance	\$37,000.00
	1216-37940	Transfer from Other Funds	\$37,000.00
To:	12143100-72410	Street Light Maint (MTEMC)	\$37,000.00
	11044445-77150	Transfer to Other Funds	\$37,000.00

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

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

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

DEPARTMENT HIGHWAY & STREETS

TRANSFER FROM

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
11090000-79000	Budget Fund Balance	\$ 37,000.00	
1216-37940	Transfer from other funds	37,000.00	
	Total	\$ 37,000.00	

TRANSFER TO

G/L ACCT NO	ACCT DESCRIPTION	DEBIT	CREDIT
121431000-72410	STREET LGHT MAINT (MTEMC)		\$ 37,000.00
1104445-71150	Transfer to other funds		37,000.00
	Total		\$ 37,000.00

REQUESTED BY Rice Clark

DEPARTMENT HEAD Rice Clark

FINANCE DIRECTOR Lindsay Wolfenbarger

MAYOR _____

DATE 3/23/26

DATE 3/23/26

DATE _____

DATE _____

BEFORE THE FACT AFTER THE FACT

REASON FOR THIS TRANSFER:

To cover expenses for the remainder of the budget year.

ORDINANCE NO. 26-7402

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE THE PUBLIC PRIVATE PARTNERSHIP AGREEMENT WITH THE
MARQUEE, LLC FOR UTILITY IMPROVEMENTS IN AND AROUND THE
HISTORIC TOWN SQUARE**

WHEREAS, the City of Lebanon is constructing utility improvements in and around the historic town square; and

WHEREAS, The Marquee, LLC intends to develop commercial real property located at 109 S. Cumberland Street and wishes to partner with the city for additional improvements at such location; and

WHEREAS, a Public Private Partnership Agreement is now necessary to set out the terms; and

WHEREAS, such Public Private Partnership Agreement is authorized pursuant the Lebanon City Charter Art. II, Section 1(51).

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

Section 1. The Public Private Partnership Agreement between the City of Lebanon and The Marquee, LLC, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and the Finance Director are hereby authorized to execute such Public Private Partnership Agreement.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed First Reading: _____

Passed Second Reading: _____

PUBLIC PRIVATE PARTNERSHIP AGREEMENT

THIS PUBLIC PRIVATE PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into as of January __, 2026 (the “Effective Date”), by and between **THE CITY OF LEBANON, TENNESSEE** a municipality duly chartered by Legislative Private Act (“Lebanon” or “City”), and **THE MARQUEE, LLC**, a Tennessee corporation (the “Company”).

W I T N E S S E T H:

WHEREAS, Lebanon is a public, nonprofit corporation and a public instrumentality of the City of Lebanon, Tennessee (the “City”), and is authorized under Chapter 53, Title 7, Tennessee Code Annotated, as amended and supplemented from time to time (the “Act”), and

WHEREAS, the Company is the owner of and intends to develop the commercial real property located at 109 S. Cumberland Street, Lebanon, Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Land”), and renovate and operate a Boutique Hotel & Restaurant thereon (the “Project”);

WHEREAS, to induce the Company to invest substantial sums in the development of the Project and to further Lebanon’s goal of promoting business in its downtown district, the City Council of Lebanon, adopted Ordinance No. _____ on _____, 2026, approving the of installation of certain public utilities including a waterline to service the Project and adjacent properties on the square (the “Utilities Improvements”), pursuant to the plans attached hereto as Exhibit “B”; and

WHEREAS, The City Council of Lebanon TN, has found and determined that the Utilities Improvements will assist in developing trade and commerce in the City and the County, will contribute to the general welfare, will contribute to alleviating conditions of unemployment and has induced or will induce the Company to open its Boutique Hotel & Restaurant operations in the Historic Square section of the City, thereby increasing employment opportunities in the City and the County in furtherance of the City’s herein described goals.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, it is agreed as follows:

1. Utilities Improvements and Cost. Subject to the terms and conditions set forth herein and requirements of this Agreement, the City agrees to construct and add the cost of the Utilities Improvement (which the City has estimated to be \$82,000.00 (the “Utilities Improvement Cost”)) to the be completed along with the City project that is currently under construction to improve public infrastructure in and around the City’s Historic Square (the “Square Project”).
2. Timing; Conditions. Upon approval of the City Council, the City shall authorize the commencement and completion of the Utilities Improvements by adding same to the scope of work for the Square Project. The City agrees to direct its contractor to coordinate the construction of the Utilities Improvements with the installation and construction of separate electrical utilities improvements that will be completed by the Company for the Project.

3. Company Obligations. In exchange for the City's agreement to complete the Utilities Improvements along with allowing the Company to install an interior grease trap and use of trash cans rather than a dumpster for waste disposal, the Company agrees as follows:

(a) To diligently pursue construction and completion of the Project;

(b) In the event that the Company's tax revenue to the City, in the form of sales tax, property taxes, alcohol taxes and hotel/motel taxes (collectively the "Project Taxes"); does not equal or exceed the Utilities Improvement Cost by the earlier of the following: (i) the date that is six (6) years from the Project opening for business; or seven (7) years from the Effective Date hereof (the "Repayment Period"), or if the Business ceases to operate at any time within the first six (6) years after the opening for business (subject to extensions due to events of Force Majeure), then unless the Mayor of the City approves an extension of the Repayment Period hereunder in his or her sole and absolute discretion, then the Company shall repay any then remaining outstanding balance of the Utilities Improvement Cost promptly upon demand made by the Mayor of the City. To further secure the repayment of the full Utilities Improvement Cost, the Company agrees to grant the City a second priority lien on the Project, which shall be subordinate only to the Company's primary lender for the Project.

4. Records. The City hereby agrees to keep accurate records of the amount of taxes paid by the Company and applied towards the repayment of the Utilities Improvement Cost and share those records with the Company on an annual basis. Said records shall be subject to audit by the Company, such audit to be performed on-site and no more than annually, upon reasonable notice and during customary business hours.

5. Force Majeure: Strict Performance. "Force Majeure" means any of the following that prohibits, delays or materially interferes with the development or construction of the Project: strikes; lock-outs; acts of the public enemy; the enactment, imposition or modification of any applicable law which occurs after the Effective Date and precludes performance by the Company under this Agreement; wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; unusual governmental restrictions; epidemics; pandemics; landslides; earthquakes; fires; hurricanes; floods; tornadoes; adverse weather; unavailability of building materials; wash-outs; explosions; unsuitable ground conditions including rock or existing utilities in the proposed construction area; or any other cause, whether of the kind herein enumerated or otherwise, which is not reasonably within the control of the Company, but specifically excluding any financial condition, lack of funds, lack of financing, insolvency, or bankruptcy of such party. Notwithstanding anything to the contrary herein, the Mayor of the City shall grant an extension of time for the performance by the Company hereunder attributable to Force Majeure, provided that such extension shall be limited to the period of delay due to such Force Majeure, which period shall be deemed to commence from the time of the commencement of the Force Majeure. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

6. Notice. All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written form and shall

be deemed delivered (i) on the date of delivery when delivered by hand, (ii) one day after dispatch when sent by overnight courier maintaining records of receipt, or (iii) on first attempted delivery when sent by certified mail, postage prepaid, return-receipt requested; provided that, in any such case, such communication is addressed as provided below:

To the City of Lebanon:

City of Lebanon
Attn: Mayor Rick Bell
200 North Castle Heights Ave.
Lebanon, TN 37087

If to the Company:

The Marquee, LLC.
c/o Al Di Pasqua
18706 Central Pike
Lebanon, Tennessee 37090

Any party may change its address or the designation of the intended recipient of notice provided that it notifies the other party in accordance herewith.

7. Limited Obligation. The obligations of the City hereunder (the "Obligations"), and any payments with respect thereto, are limited obligations of the City and shall not be deemed to constitute a liability of the City, except insofar as the applicable portion of the Utilities Improvements has been approved by the City Council in accordance with the provisions hereof.

No recourse under, or upon any statement, obligation, covenant, agreement, or certification, contained in this Agreement, or any other document or certification whatsoever; or under any judgment obtained against the City or its City Council or by the enforcement of any assessment or by any legal or equitable proceeding or by virtue of any constitution or statute or otherwise, or under any circumstances, under or independent of this Agreement, or any other document or certification, whatsoever, shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the City, either directly or through the City Council, or otherwise, for any sum that may be due and unpaid by the City or the Obligations. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, the City or any receiver thereof, shall be deemed to have been waived and released as a condition of, and consideration for, the execution of this Agreement or the other aforesaid documents.

8. Entire Agreement. This Agreement constitutes the final, complete and entire understanding of the parties hereto and supersede all prior agreements and negotiations with respect to the matters herein contained. Except as may be otherwise expressly provided herein, this Agreement may not be amended except by a written instrument signed by the parties.

9. Indemnification. The Company shall indemnify the City, defend and save it harmless from and against, and agrees to pay for any and all liability, damages, costs, or expenses,

including reasonable attorney's fees, related to (a) the Company's performance or failure to perform under this Agreement, and (b) all costs and expenses of the City (including reasonable attorneys' fees) which may arise in connection with the enforcement of the Company's obligations hereunder.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Company agrees that it will be subject to the exclusive jurisdiction of the courts located in Wilson County, Tennessee in actions that may arise under this Agreement.

12. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

13. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

14. Interpretation. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

15. Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between the City Council, the City and the Company

[Signatures on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and date first above written.

APPROVED:

THE CITY OF LEBANON

By: _____

Name: Rick Bell

Title: Mayor

Date: _____

ATTEST:

Stuart Lawson, Commissioner of Finance

APPROVED AS TO FORM:

Andy Wright, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

Commissioner of Finance

COMPANY:

THE MARQUEE, LLC

By: _____

Name: Al Di Pasqua

Title: Managing Member

EXHIBIT A

LEGAL DESCRIPTION OF THE BUILDING

Parcel # 068E P 015.01

Address: 109-111 South Cumberland Street, Lebanon TN 37087-3652

EXHIBIT B
UTILITIES IMPROVEMENTS PLAN

ORDINANCE NO. 26-7403

**AN ORDINANCE OF THE CITY COUNCIL OF LEBANON
TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH WILSON COUNTY
ROAD COMMISSION SUPERINTENDENT REGARDING THE INSTALLATION OF A
SEWER LINE IN LONE OAK ROAD**

WHEREAS, CORE5 Industrial Partners owns property at 2525 Lone Oak Road in Wilson County and will be making certain infrastructure improvements on and near their property including installation of sewer lines and road improvements; and

WHEREAS, a memorandum of understanding is now necessary between Wilson County Road Commission Superintendent and the City for proposed sewer main to be located inside the right-of-way of Lone Oak Drive; and

WHEREAS, this agreement is authorized pursuant to the Interlocal Cooperation Act, Tenn. Code Ann. § 12-9-108, et. seq. and City of Lebanon Charter Art. II, Section 1(50).

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

Section 1. The Memorandum of Understanding between the City of Lebanon and Wilson County Road Commission Superintendent Regarding the Installation of a Sewer Line in Lone Oak Road, attached hereto by reference as though appearing verbatim herein, is hereby approved. The Mayor and Finance Director are hereby authorized to execute such MOU.

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

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney

Passed first reading: _____

Passed second reading: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LEBANON
AND WILSON COUNTY ROAD COMMISSION SUPERINTENDENT
REGARDING THE INSTALLATION OF A SEWER LINE IN LONE OAK ROAD

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2026, by and between the Wilson County Road Commission Superintendent (hereinafter referred to as the "Superintendent"), and the City of Lebanon (hereinafter referred to as the "City").

WHEREAS, the Superintendent and the City are authorized to carry out daily responsibilities related to certain infrastructure facilities; and

WHEREAS, both the Superintendent and the City acknowledge that CORE5 Industrial Partners owns property at 2525 Lone Oak Road in Wilson County, TN (parcel ID 138 03203 000) and will be making certain infrastructure improvements on and near their property, including installation of sewer lines and road improvements; and

WHEREAS, the property is located outside the corporate city limits of the City, Tennessee, in Wilson County's planned growth area, but is served exclusively by sanitary sewer serviced by the City, Tennessee; and

WHEREAS, the Superintendent and the City wish to enter into this MOU defining each parties' rights and responsibilities with regard to the extension of a sewer line located in Lone Oak Road (a county road).

NOW, THEREFORE, the Superintendent and the City agree as follows:

1. The development of the CORE5 Industrial Partners property (located at 2525 Lone Oak Rd.) will contain an extension of the public sanitary sewer in Lone Oak Road from Couchville Pike to the CORE5 property. The property would be served by sewer exactly as it would be served if the development were being proposed inside the Lebanon city limits.
2. With regard to future maintenance of the sanitary sewer line, the City Sewer Department will be responsible to repair any future road cut to meet current Wilson County Road Commission standards. Repairs will be made within thirty (30) days unless otherwise approved by the Superintendent. Cutting the street will be the last option.
3. The City Sewer Department agrees to be responsible to raise any manhole castings necessary prior to future resurfacing projects at the City's expense. The City would expect reasonable notice to be provided as this service is contracted to a third party.
4. This MOU may be amended at any time in writing or by addendum, subject to mutual agreement of these officials and subject to all local rules and regulations of their governing bodies.

5. Unless amended in writing or by addendum, both the Superintendent and the City agree that this MOU constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this MOU not contained herein.
6. This MOU is not to be considered binding on any future projects in which it is necessary for the City public sewer line to be extended, or installed, on any Wilson County road right-of-way.
7. By executing this MOU, and upon the execution hereof as evidenced by the signatures below, neither the Superintendent or the City intend to create any obligations, express or implied, other than those set out herein.

WITNESS OUR SIGNATURES on the day and date first above written.

CITY OF LEBANON, TENNESSEE

WILSON COUNTY, TENNESSEE

RESOLUTION NO. 26-2836

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
TO AUTHORIZE THE SINGLE SOURCE PURCHASE OF A REPLACEMENT TRUCK
FOR THE SEWER DEPARTMENT**

WHEREAS, the Sewer Department has a need for a 2026 Ford F-750 SuperCab Mechanics Body De-Mount/Re-Mount; and

WHEREAS, Stringfellow, Inc. is the single source area distributor of such replacement truck for the estimated cost of \$100,269.57, as detailed on the Stringfellow, Inc. quote attached hereto by reference as though appearing verbatim herein.

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

Section 1. The single source purchase of 2026 Ford F-750 SuperCab Mechanics Body De-Mount/Re-Mount from Stringfellow, Inc. for the amount of One Hundred Thousand, Two Hundred Sixty-nine Dollars and Fifty-seven Cents (\$100,269.57), as detailed on the single source forms, quote, and letter, attached hereto by reference as if appearing verbatim herein, is hereby approved. The Mayor and the Finance Director are hereby authorized to execute the agreement with Stringfellow, Inc. for such purchase.

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

Adopted this ____ day of _____ 2026.

Attest:

Approved:

Finance Director

Mayor

Approved as to form:

City Attorney



CITY OF LEBANON

Rick Bell, Mayor
City Hall
Lebanon, Tennessee 37087

Lisa Lane, Purchasing Agent
200 N. Castle Heights Ave., Lebanon, TN 37087
Phone: (615) 443-2802 Fax: 443-2849

Single Source Justification Form

A contract for the purchase of goods and services entered into after soliciting and negotiating only with one source, usually because of the technology required or uniqueness of the service provided.

Vendor: Stringfellow Inc.
Commodity (item to purchase): Cab Chassis De-Mount Re-Mount Truck
Estimated cost for the above commodity or service: \$100,269.57

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1.	SINGLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO DISTRIBUTORS. (Attach the manufacturers written certification that no distributors exist. item no. 4 also must be completed.)
2.	SINGLE SOURCE REQUEST IS FOR THE ONLY TENNESSEE AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's --not the distributors -- written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3.	THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. X	THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5.	THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum-describing basis for standardization request.)
6.	NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SINGLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Lote Kaesontae
REQUISITIONER:

Regina Santana
DEPARTMENT HEAD OR SUPERVISOR
(IF OVER \$5,000)

DEPARTMENT ISSUED DATE:

(PURCHASING USE ONLY)

APPROVED BY:

DISAPPROVED BY: _____

SINGLE SOURCE AUTHORIZATION

PURCHASING DATE:

DATE: _____

REASON FOR DISAPPROVAL:

Reason for approval:



Proposal for the City of Lebanon, Tennessee

F-750 Mechanics Body De-Mount / Re-Mount Project Submitted by: Stringfellow, Inc. – Nashville Total Project Cost: \$100,269.57 Date: March 2026

Company Information

Stringfellow, Inc. – Nashville

2710 Locust Street Nashville, TN 37207

Phone: (615) 226-4900

Website: www.stringfellow.bz

Project Overview

Stringfellow, Inc. proposes to furnish a new **2026 Ford F-750 SuperCab (84" CA)** chassis and perform the complete transfer of the City's existing mechanics body and equipment onto the new truck. This includes removal of all equipment from the current unit, preparation of the new chassis, installation of a new PTO, and comprehensive operational testing.

This project preserves the City's investment in its Palfinger Pro 72 mechanics body, Palfinger crane, and Vanair Air N Arc system while extending service life through integration with a new chassis platform.

Chassis Supplied by Stringfellow, Inc.

Stringfellow will supply a **2026 Ford F-750 Diesel SuperCab – 84" CA** chassis equipped with all vocationally required features for a mechanics body installation, including:

- Diesel engine
- Automatic transmission with PTO provision
- Air brake system
- Appropriate GVWR for the Pro 72 body and crane

- Standard upfitter wiring and body-builder interfaces

Full chassis specifications are maintained on file and do not need to be itemized within this proposal.

Scope of Work

1. De-Mount Existing Equipment

- Remove the **Palfinger Pro 72 mechanics body** from the current truck.
- Remove the **Palfinger crane**, including pedestal, outriggers, hydraulic lines, and electrical harnessing.
- Remove the **Vanair Air N Arc** system and all associated wiring and plumbing.
- Inspect all components for wear or required replacement prior to re-installation.

2. Prepare the New 2026 F-750 Chassis

- Verify frame dimensions, CA, and mounting surfaces for compatibility.
- Install new mounting hardware (grade-8 fasteners, isolators, shims).
- Confirm clearance for exhaust, DEF, battery box, and other chassis components.
- Install a **new PTO** matched to the 10-speed transmission and hydraulic requirements.

3. Re-Mount Palfinger Pro 72 Mechanics Body

- Position and mount the body to manufacturer torque and spacing specifications.
- Reconnect body harnessing to Ford's upfitter wiring interface.
- Verify alignment, door operation, and structural integrity.

4. Re-Mount Palfinger Crane

- Install crane pedestal and reinforcement structure.
- Connect hydraulic supply and return lines to the new PTO-driven pump.
- Reconnect crane controls, electrical harnessing, and safety interlocks.
- Perform crane calibration and functional checks.

5. Re-Install Vanair Air N Arc System

- Mount the Air N Arc unit in its original configuration.

- Reconnect hydraulic, pneumatic, and electrical systems.
- Test compressor, generator, and welder functions under load.

6. System Integration & Testing

- Crane hydraulic pressure and flow verification
- Crane **load test** to manufacturer specifications
- Body electrical system testing (work lights, strobes, outlets, switches)
- Air N Arc performance testing
- PTO engagement/disengagement verification
- Safety interlock testing
- Road test to confirm proper operation

A written inspection report will be provided at completion.

Project Timeline

Estimated completion: **3–4 weeks** from the date the truck and equipment arrive at the Stringfellow facility. Timeline may vary depending on parts availability and inspection findings.

Total Project Cost

Cab Chassis 2026 F-750 –	\$86,169.53
De-Mount / Re-Mount -	\$14,100.04
Total -	\$100,269.57

This amount includes the new 2026 F-750 chassis, all labor, materials, mounting hardware, hydraulic components, new PTO, testing, and documentation required to complete the project.

SIGNATURE

City of Lebanon, Tennessee Acceptance of Proposal

Name / Title Signature Date

Submitted by: Stringfellow, Inc. – Nashville 2710 Locust Street Nashville, TN 37207

Name / Title

Signature Date

Daniel Adair, Stringfellow – Chassis-mounted equipment

[3/17/2026]

To Whom It May Concern:

This letter is to confirm that the service body replacement and F750 cab-chassis replacement for the damaged 6390 unit - is a sole source product. Stringfellow, Inc. is equipped to rebuild a unit of this size, distributed exclusively by Stringfellow, Inc. No division of Ford, nor any other company within Middle Tennessee does this large of a chassis for rebuild. The unit equipped must be purchased directly from Stringfellow, Inc. and built by them at 2710 Locust St Nashville TN. There are no agents or dealers authorized to represent this product.

Additionally, Stringfellow, Inc. is the Middle Tennessee full-line manufacturer and distributor of the F750 and like chassis builds for cranes/platforms/dump and other service bodies. There are no other items like item(s) or product(s) available for purchase that would serve the same purpose unless purchased by a dealer then sent off for build. Stringfellow is Middle Tennessee dealer for Knapheide, Heil, Parker, Godwin and many other upfitter suppliers along with a full manufacturing facility to handle these large upfit jobs.

If you desire additional information, don't hesitate to contact me at 615-226-4900 at any time or visit our website <https://www.stringfellow.bz>. Thank you for your interest in our products.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward R. Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

RESOLUTION NO. 26-2837

**A RESOLUTION OF THE CITY COUNCIL OF LEBANON
IN SUPPORT OF THE TDEC BROWNFIELD REDEVELOPMENT AREA
GRANT APPLICATION**

WHEREAS, the City of Lebanon seeks to promote economic development, environmental sustainability, and community revitalization; and

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC) offers Brownfield Redevelopment Area Grants (BRAG) to eligible local governments and development entities to assist with site investigation, cleanup, and redevelopment activities of properties due to the presence or potential presence of environmental pollutants; and

WHEREAS, the City of Lebanon wishes to compete for such funding to support the assessment and/or remediation of the former ZF/TRW facility; and

WHEREAS, TDEC's Brownfield Redevelopment Area Grants are limited to \$500,000.00 per fiscal year with no local match required; and

WHEREAS, the City of Lebanon desires to apply for and receive funds from the Tennessee Department of Environment and Conservation's Brownfield Redevelopment Area Grant.

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

Section 1. The Mayor and Finance Director shall authorize and provide all documentation necessary for the purpose of the City of Lebanon applying for funds available to local governments through the Tennessee Department of Environment and Conservation's Brownfield Redevelopment Area Grant in the amount of up to Five Hundred Thousand Dollars and No Cents (\$500,000.00).

Section 2. The Tennessee Department of Environment and Conservation requires no local match of grant funds.

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

Adopted this _____ day of _____, 2026.

Res. No. 26-2837
Page 2

Attest:

Approved:

Director of Finance

Mayor

Approved as to form:

City Attorney