



**BOARD OF MAYOR AND ALDERMEN
REVISED AGENDA for October 7, 2024**

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Agenda

5. Presentation

6. Public Comment Period

In accordance with Tennessee Public Chapter No. 300 and City Resolution #24-21, public comments are allowed when those comments are germane to agenda items, except where otherwise prohibited; and the number of individuals speaking may be limited to ensure opposing viewpoints are fairly represented. Comments are limited to 5 minutes per individual.

7. Communications from Council Members

8. Mayor's Report

9. Consent Calendar

- A.** Ordinance No. 24-55 –Second Reading - An ordinance to enter into an agreement with Garver Builders, LLC for construction of the Parks Maintenance Building at Richland Park.
- B.** Ordinance No. 24-56 –Second Reading – An Ordinance authorizing the acceptance of the best bid for remodel of the City of Portland Police Department Building.
- C.** Ordinance No. 24-57 – Second Reading - An Ordinance to enter into an agreement with G & C Supply Company, Inc. for the 2024-meter replacement project at various locations within the Portland Water System.
- D.** Approval of Minutes from September 16, 2024, Council Meeting.

10. Community Development – Alderwoman Megann Thompson

11. Finance – Alderwoman Penny Barnes

- A.** Resolution No. 24-74 - A Resolution to authorize appropriations for financial aid for nonprofit charitable organizations.

12. Fire Department – Vice Mayor Jody McDowell

- A.** Discussion - Fire Sprinklers

13. Human Resources – Alderwoman Penny Barnes

14. Legislative – Mayor Mike Callis

15. Municipal Airport – Alderman Mike Hall

16. Parks & Recreation – Alderman Brian Woodall

17. Planning & Codes – Alderwoman Megann Thompson

- A.** Ordinance No. 24-63 – First Reading - An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 817 South Broadway, from RS-20 to OPS(office professional services).
- B.** Ordinance No. 24-64 – First Reading - An Ordinance to rescind and replace in its entirety Ordinance 22-67, the Developer’s Agreement with Portland Commerce Center LLC, for the Stateline Commerce North phase 1, with the new owners, Portland Commerce Land 1 LLC, Developer’s Agreement for the Gateway 65 Development in Robertson County, Tennessee.
- C.** Ordinance No. 24-65 – First Reading - An Ordinance to amend Ordinance 24-04 and authorize the Mayor to enter into a Developer’s Agreement with Steve Kirby on the Twin Lakes Residential Subdivision, which will include the installation of water, sewer, and Public Works improvements, located at 925 North Broadway in Portland, Tennessee.
- D.** Discussion - Dilapidated Buildings

18. Police Department – Alderman Drew Jennings

19. Public Works – Alderwoman LaToya Holcomb

- A.** Ordinance No. 24-59 – First Reading - An Ordinance to repeal and replace ordinance 23-66 with this ordinance authorizing a new rate for Sanitation Services within the City of Portland.
- B.** Ordinance No. 24-60 – First Reading - An Ordinance to repeal and replace ordinance 23-65 with this ordinance authorizing a base Stormwater rate of \$7.00 for residential properties and a tier amount, based upon the \$7.00 base rate, for Commercial and Industrial properties effective January 1, 2025.

20. Utility Infrastructure – Alderman Brian Woodall

- A.** Resolution No. 24-73 - A Resolution authorizing change order #4 extending the contract time thirty (30) additional days for substantial completion and ninety (90) additional days for final completion with Cumberland Pipeline LLC for the Oakhill Water System Improvements American Rescue Plan (ARP) Project.
- B.** Ordinance No. 24-62 – First Reading - An Ordinance to lower the total gallons used for the minimum water and sewer billing.
- C.** Ordinance No. 24-61 – First Reading - An Ordinance to rescind Resolution 19-54 and replace with a new rate structure for Natural Gas.
- D.** Discussion - Ordinance 23-61 - exempting non-profits
- E.** Discussion - Pass-through Fee
- F.** Discussion - Water Resource Protection Grant - Updates
- G.** Discussion - Drought Update
 - I. DMP Revisions
 - II. General Status

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 24 - 55

Second Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH GARVER BUILDERS, LLC FOR CONSTRUCTION OF THE PARKS MAINTENANCE BUILDING AT RICHLAND PARK

WHEREAS, the City of Portland deems it necessary to make improvements by constructing a new park maintenance; and

WHEREAS, the City of Portland received and opened bids on August 29, 2024, are as follows:

1. Garver Builders, LLC	\$538,910.00
2. Brent Ausbrooks Construction	\$599,500.00
3. Building Repair Systems	\$698,270.00
4. Nabholz Construction Services	\$869,067.00

WHEREAS, after careful consideration the bid from Garver Builders, LLC has been recommended as best bid for the Parks Maintenance Building project; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter in an agreement with Garver Builders, LLC in the amount of \$538,910.00 as best bid for the Parks Maintenance Building, project; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: September 16, 2024

Passed Second Reading:

***** **BID TABULATION** *****

Maintenance Building for Parks and Recreation Department

City of Portland, TN

100 South Russell Street

Portland, TN 37148

Bid Opening Date/Time: August 29, 2024, at 10:00 a.m. CDT

Bidder City & State	Base Bid Lump Sum Total	Bid Bond Amount	Surety Company
Garver Builders, LLC Bethpage, TN	\$538,910.00	5%	The Ohio Casualty Insurance Company
Brent Ausbrooks Construction Portland, TN	\$599,500.00	5%	LoC from The Farmers Bank
Building Repair Systems Goodlettsville, TN	\$698,270.00	5%	West Bend Insurance Co.
Nabholz Construction Services Conway, AR	\$869,067.00	5%	Hartford Fire Insurance Co.

I do hereby certify this to be a true and correct representation of the bids received for this project.

Brian H. Whitaker, P.E., CPESC

TN License No. 111675



BID TABULATION

Maintenance Building for Parks and Recreation Department

City of Portland, TN

(Sumner County)

Bid Date: August 29, 2024	Garver Builders, LLC Bethpage, TN	Brent Ausbrooks Construction Portland, TN	Building Repair Systems Goodlettsville, TN	Nabholz Construction Services Conway, AR
	Description	Total Price	Total Price	Total Price
Base Bid Lump Sum Total	\$538,910.00	\$599,500.00	\$698,270.00	\$869,067.00

September 3, 2024

Mr. Jamie White, Parks Director
City of Portland
100 South Russell Street
Portland, TN 37148

RE: **Recommendation of Award**
Maintenance Building for the Parks and Recreation Department
City of Portland, TN (Sumner County)

Dear Mr. White:

On August 29, 2024, at 10:00 a.m. CDT, at the City of Portland office, four (4) sealed bids were received and opened in the presence of City officials and OHM for the City of Portland Maintenance Building for the Parks and Recreation Department project. Garver Builders, LLC, was the apparent low bidder with a lump sum bid amount of \$538,910.00. The certified bid tabulation is attached for your use.

We have completed our review of the Bid Documents and find them to be acceptable. We have verified that the Contractor met and delivered all required documentation as prescribed in the approved bid documents. OHM has not worked with Garver Builders, LLC in the past, however they have been in business and fully licensed since 2004.

Based on our review, we recommend the City consider awarding this contract in the amount of **\$538,910.00** to Garver Builders, LLC, as the successful, responsive low bidder. We understand this selection will be decided by the Board of Mayor and Aldermen (BOMA). If BOMA concurs with our recommendation, they will need to issue a resolution awarding the project to Garver Builders, LLC. OHM will forward Conformed Contract Documents to the City of Portland who will issue to the Contractor for execution along with required bonds and insurance.

If you have any questions or require additional information, please feel free to contact this office.

Sincerely,
OHM Advisors



Brian H. Whitaker, P.E., CPESC
Principal

Enclosure: as stated

cc: Trent Stephens, City of Portland
Paula Hepp, OHM

ORDINANCE

City of Portland, Tennessee

No. 24 - 56

Second Reading

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE BEST BID FOR REMODEL OF THE CITY OF PORTLAND POLICE DEPARTMENT BUILDING.

WHEREAS, the following sealed bids were properly solicited and received by September 5th, 2024, for the remodel of the Portland Police Department building; and

1. MDI Construction
2. A & K Construction
3. Barron Construction

WHEREAS, the City of Portland hereby recommends the acceptance of the best bid from MDI Construction.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the bid from MDI Construction be accepted and a contract entered into for the remodel of the Portland Police Department building; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: September 16, 2024

Passed Second Reading:

PD Renovation Project

Bid Opening 9-5-2024

Contract A

Building only: Includes interior/exterior of building with plumbing, mechanical & electrical. Also includes partial roof replacement per plans. Electrical fixture A is to be outdoor grade can lights (Page E 6.0) Door Schedule 010,011 to remain 12' X 12' (Page A1.2)

Option B

Total Roof Replacement: Excluding partial roof replacement per plans.

Option C

All Civil Site Work: Parking Lot, Retaining Wall, etc...

Vendor's Name	Contract A	Contract B	Contract C
MDI Construction	\$1,969,203.66	\$206,168.32	\$240,812.53
A+H Construction	\$2,531,000.00	\$181,000.00	\$642,100.00
Barron Construction	\$3,104,657.00	\$65,000.00	\$415,966.00

ORDINANCE

City of Portland, Tennessee

No. 24 - 57

Second Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH G & C SUPPLY COMPANY, INC. FOR THE 2024 METER REPLACEMENT PROJECT AT VARIOUS LOCATIONS WITHIN THE PORTLAND WATER SYSTEM.

WHEREAS, the City of Portland deems it necessary to replace 3/4-inch and 1-inch water meters that are not currently reading accurately; and

WHEREAS, the City of Portland received and opened bids on August 28, 2024, from the following contractors; and

	3/4-Inch	1-Inch
• G & C Supply Company, Inc.	\$ 75.00	\$75.00

WHEREAS, after careful consideration, the bid from G & C Supply Company, Inc. has been recommended as the best bid for the 2024 Meter Replacement project; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with **G & C Supply Company, Inc.** in the amount of **\$75.00 per 3/4-inch and 1-inch meter** as the best bid for the 2024 Meter Replacement project; and

BE IT FURTHER ORDAINED, that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: September 16, 2024
Passed Second Reading:

BID TABULATION

City of Portland 2024 Meter Replacement

PDU No: 0101-227

Bid Date/Time: Wednesday, August 28, 2024 at 2:00pm (CST)

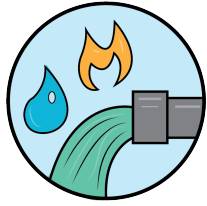
G & C Supply Co., Inc.

1105 State Route 77

Atwood, TN 38220

Item	Description	QTY	Unit Price
	METER REPLACEMENT		
1	3/4" Meter	EA	\$ 75.00
2	1" Meter	EA	\$ 75.00





PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

MEGAN HEISLER, P.E. – UTILITIES ENGINEER

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Address: mheisler@cityofportlandtn.gov

September 4, 2024

Mr. Bryan Price, Director of Utilities
City of Portland
100 S Russell Street
Portland, TN 37148

**RE: RECOMMENDATION OF AWARD
CITY OF PORTLAND, TENNESSEE
3/4" & 1" METER REPLACEMENT PROJECT**

Mr. Price:

On Wednesday, August 28, 2024, at 2:00 p.m. CST, one (1) sealed bid was received for the subject project referenced above. G & C Supply Company, Inc. was the apparent low bidder with a bid amount of \$75.00 per 3/4" and 1" meter replaced.

The certified bid tabulation is attached for your use and a summary of the bid is shown below for your reference. The Contractor has met and delivered all required documentation as prescribed in the approved bid documents. Based on our findings, it is recommended that the Board of Mayor and Aldermen (BOMA) consider awarding this contract in the amount of \$75.00 per 3/4" and 1" meter to G & C Supply Company, Inc., as the successful, responsive, low bidder.

Bidder	Bid Amount	
	3/4" METER	1" METER
G & C Supply Company, Inc.	\$75.00	\$75.00

If you have any questions or require additional information, please, feel free to contact me.

Sincerely,

Megan Heisler, P.E.
Utilities Engineer





**BOARD OF MAYOR AND ALDERMEN
MINUTES**

September 16, 2024 at 5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 5:16.

2. Prayer and Pledge

Police Chaplen, Bob Moon led the prayer and pledge.

3. Roll Call

Present: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Also Present: Mayor Mike Callis, City Attorney John Bradley, City Recorder Rachel Slusser

Absent: Alderman Hall

4. Approval of Agenda

Motion to: Amend by removing F-Resolution 24-70 under Utilities

By: Alderman Jennings

Second: Alderwoman Barnes

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed(voice vote)

5. Presentation

A. Sumner County Holiday Fest

Mayor Callis presented a proclamation to the Holifest Committee.

B. Presentation in honor of Constitution Week.

Mayor Callis presented the Ladies of the DAR with a proclamation for Constitution Week.

6. Public Hearing

A. Resolution No. 24-71 - A Resolution to set the property tax rate for the 2024-2025 fiscal year and to exceed the certified property tax rate set by the Tennessee State Board of Equalization.

- No one spoke

B. Ordinance No. 24-52 –Second Reading - An Ordinance to amend the city of Portland, Tennessee zoning map by rezoning unaddressed state Highway 52-W, from R-7.5 (Residential) to GCS (General Commercial Services)

- No one spoke

7. Public Comment Period

1. Tim Keen spoke about the water grant.
2. Judy Scott spoke against the tax rate.

8. Communications from Council Members

- No one spoke

9. Mayor's Report - Mayor Callis discussed the following:

- Corporations are purchasing numerous properties in Middle Tennessee that have become rentals, causing many issues cities have with contacting the property owners.
- Newly discovered businesses needing Fire Line meters and the completion date can align with the twelve-month notification.
- Code Red will conduct testing, Friday, 9/20/24 at 10 AM.
- Portland is different in property tax, certified rates, and local option sales tax collections.
- Explanation of property tax revenue neutral rates from the State Equalization Board.
- The drought management committee will meet Tuesday, 9/17/24 at 9 am.
- Cameras have been added at the water intake, so the water plant can monitor.

Video was shown about the water intake and the city lake.

10. Consent Calendar

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

A. Ordinance No. 24-54 –Second Reading - An Ordinance to enter into an agreement with Perdue Trucking and Excavating for the 2024 Sandye Avenue Sewer Project at Sandye Avenue.

B. Department Reports

C. Approval of Minutes from August 19, 2024, Council Meeting

11. Community Development – Alderwoman Megann Thompson

- No Items

12. Finance – Alderwoman Penny Barnes

A. Resolution No. 24-65- A Resolution to declare items owned by the City of Portland to be declared surplus and directing disposal of same.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderwoman Holcomb

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

B. Resolution No. 24-71 - A Resolution to set the property tax rate for the 2024-2025 fiscal year and to exceed the certified property tax rate set by the Tennessee State Board of Equalization.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderman Woodall

Discussion: Review of options and funding.

Motion to: Amend by adding \$0.14 to \$0.73, total tax rate of \$0.87, all employees on plan January 1, fund step 2 to start July 1, 2025.

By: Alderman Woodall

Second: Vice-Mayor McDowell

Discussion: Of time frame implementation. Alderman Woodall withdrew his motion and Vice-Mayor McDowell, second.

Motion to: Amend by adding \$0.17 to \$0.73, total tax rate of \$0.90, complete study for all employees in effect January 1 and including compression.

By: Alderwoman Thompson

Second: Alderman Jennings

Discussion: Alderman Woodall called to question. Director Slusser clarified the motion included compression of the positions.

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Amendment Passed (roll call)

Motion to: Approve Amended Resolution to set the tax rate at \$0.90.

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

Mayor Callis advised a policy would be brought to the next meeting covering the amended Resolution.

13. Fire Department – Vice Mayor Jody McDowell

- No Items

14. Human Resources – Alderwoman Penny Barnes

- A.** Ordinance No. 24-53 – Second Reading - An Ordinance to repeal and replace Ordinance Number 21-03 authorized positions for the City of Portland.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderman Woodall

Motion to: Amend by adding Records Clerk

By: Alderwoman Barnes

Second: Alderwoman Holcomb

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Amendment Passed (voice vote)

Motion to: Approve as amended

By: Alderwoman Barnes

Second: Alderman Woodall

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- B.** Resolution No. 24-72 - A Resolution authorizing part-time city employees be offered flu vaccinations.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderwoman Holcomb

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

15. Legislative – Mayor Mike Callis

- No Items

16. Municipal Airport – Alderman Mike Hall
- No Items

17. Parks & Recreation – Alderman Brian Woodall

- A.** Ordinance No. 24-55 – First Reading - An ordinance to enter into an agreement with Garver Builders, LLC for construction of the Parks Maintenance Building at Richland Park.

Motion to: Approve low bid

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: Finance Director Slusser recommenced using the Assigned Fund Balance to pay for the difference between the funds from insurance payment and ARPA money. Mayor Callis explained that the current maintenance building will be auctioned to include removal and that amount will also be added to help with funding.

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

18. Planning & Codes – Alderwoman Megann Thompson

- A.** Ordinance No. 24-52 –Second Reading - An Ordinance to amend the city of Portland, Tennessee zoning map by rezoning unaddressed state Highway 52-W, from R-7.5 (Residential) to GCS (General Commercial Services)

Motion to: Approve

By: Alderwoman Thompson

Second: Alderman Jennings

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

19. Police Department – Alderman Drew Jennings

- A.** Ordinance No. 24-56 – First Reading – An Ordinance authorizing the acceptance of the best bid for remodel of the City of Portland Police Department Building.

Motion to: Approve

By: Alderman Jennings

Second: Alderwoman Holcomb

Discussion: Remodel funding. Director Slusser recommended using the \$6 million Loan to fund the difference of what was in Assigned Funds.

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

20. Public Works – Alderwoman LaToya Holcomb

- A.** Discussion - Strawberry Street becoming a one-way street.
Public Works Director, Carlton Cobb presented information about Strawberry Street traffic flow. Director Cobb recommended traffic flow be changed to one-way and the only negative would be trash pick up having to go both ways. Director Cobb requested doing a traffic count on Strawberry, Liberty and Park Streets. Council agreed with continuing with the study.
- B.** Discussion - Cora Street and Heritage Drive
Corbin Keen and Steve Casey of Civil & Environmental Consultants, Inc. Mr. Casey presented initial plans from 2019, updated suggestions and change order request.

- C. Discussion - Traffic Calming
Alderman Holcomb started the discussion about traffic-calming throughout the City and what the next steps are. Stop signs at Parkers Chapel were also discussed.

21. Utility Infrastructure – Alderman Brian Woodall

- A. Ordinance No. 24-57 – First Reading - An Ordinance to enter into an agreement with G & C Supply Company, Inc. for the 2024-meter replacement project at various locations within the Portland Water System.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor McDowell

Yes: Alderman Barnes, Alderman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- B. Resolution No. 24-66 A Resolution to approve change order #4 in the increased amount of \$44,582.46 and an addition of 10 days for contract times for the contract with Cumberland Valley Constructors, Inc for the wastewater treatment plant expansion.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Holcomb

Yes: Alderman Barnes, Alderman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- C. Resolution No. 24-67 – A Resolution to authorize the acquisition of temporary easements for private sewer service laterals for the 2024 Sanitary Sewer Point Repairs Project.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Holcomb

Discussion: None

Yes: Alderman Barnes, Alderman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- D. Resolution No. 24-68 - A Resolution authorizing change order #3 extending the contract time thirty (30) additional days with Cumberland Pipeline, LLC for the Oakhill Water System Improvements American Rescue Plan (ARP) Project.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

Discussion: Contract extension due to supply issues.

Yes: Alderman Barnes, Alderman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- E. Resolution No. 24-69 - A Resolution authorizing change order #3 extending the contract times sixty (60) additional days with Cumberland Pipeline, LLC for the Masons Tank 12-inch connector American Rescue Plan (ARP) Project.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor McDowell

Yes: Alderwoman Barnes, Alderwoman Holcomb, Alderman Jennings, Vice-Mayor McDowell, Alderwoman Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- F.** Resolution No. 24-70 A Resolution to rescind and replace Resolution 21-89 in its entirety and create a new adjustment policy for residential and non-profit customers of the Portland Water Department.

Removed from Agenda.

- G.** Discussion - Water Grant

Greg of OHM, reviewed the progress of the ARPA water grant and the City Lake.

A discussion was held about increasing the City Lake size, finding other water storage and other options.

- H.** Discussion - CDJ Farms

Director Price explained the current status of CDJ Farms development.

The issue is that that Grant project can not be completed until 750 feet of water lines are installed in the CDJ Farms.

Motion to suspend rules by Alderman Woodall, seconded by Alderman Jennings, all agreed for Developer Jason McCoy to speak.

Developer Jason McCoy presented a list of his requirements for phase one to the council.

City Attorney Bradley requested to meet with the developer and resolve the issues.

Adjournment

Motion to Adjourn by Vice-Mayor McDowell; Second by Alderwoman Thompson;

Motion passed by voice vote to **adjourn at 8:30 pm.**

RESOLUTION

City of Portland, Tennessee

No. 24 - 74

A RESOLUTION TO AUTHORIZE APPROPRIATIONS FOR FINANCIAL AID FOR NONPROFIT CHARITABLE ORGANIZATIONS.

WHEREAS, the following are nonprofit charitable organizations whose year-round services benefit the general welfare of the residents of this municipality; and

WHEREAS, section 6-54-111 of the Tennessee Code Annotated authorizes appropriation of funds for financial aid of such nonprofit charitable organizations; and

WHEREAS, section 0380-3-7-02 of the Official Compilation Rules and Regulations of the State of Tennessee requires that a special resolution be adopted for each such nonprofit organization which is to receive such funds; and

WHEREAS, such funds appropriated by the municipality the following organizations shall spend such funds to promote the general welfare of the residents of this municipality; and

WHEREAS, the following organizations shall comply with all requirements of section 6-54-111 of the Tennessee Code Annotated and chapter 0380-3-7 of the Official Compilation Rules and Regulations of the State of Tennessee, particularly with regard to submission of an annual report of its business affairs and transactions and the proposed use of the appropriated funds; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the following organizations will receive the amounts indicated for the fiscal year ended June 30, 2025:

Organization	Ad Hoc Committee		Requested		Approved
	Suggested amounts		Amount		2023/2024
	FY24/25		FY24/25		
Portland CARES	\$ 6,000.00	*	\$ 6,500.00		\$ 6,000.00
Sumner Co Vietnam Veterans Chapter 240	\$ 925.00	*	\$ 925.00		\$ 925.00
Senior Citizens	\$ 8,000.00	*	\$ 8,000.00		\$ 8,000.00
Mid Cumberland Human Agency	\$ 5,900.00	*	\$ 5,922.16		\$ 5,900.00
Chamber of Commerce	\$ 20,000.00	*	\$ 25,000.00		\$ 20,000.00
Library	\$ 27,500.00	*	\$ 27,500.00		\$ 27,500.00
Habilitation and Training Services (HATS)	\$ 1,000.00	*	\$ 1,000.00		\$ 1,000.00
HomeSafe in Sumner County	\$ 3,000.00	*	\$ 3,000.00		\$ 3,000.00
Sumner CountyCASA	\$ 1,000.00	*	\$ 1,000.00		\$ 1,000.00
Temple Theater	\$ 1,000.00	*	\$ 10,000.00		\$ 1,000.00
Highland Rim Historical Society(HRHS)	\$ 1,000.00		\$ 1,500.00		\$ 1,000.00
Neighbor Health (Salvus Center)	\$ 1,500.00	*	\$ 1,500.00		\$ 1,500.00
Sumner SpayNeuter Alliance	\$ 1,000.00	*	\$ 1,200.00		\$ 1,000.00
Ashley's Place	\$ 2,500.00	*	\$ 5,000.00		\$ 2,500.00
Hands of Hope	\$ 1,000.00	*	\$ 10,000.00	*	\$ 1,000.00
Portland Pay It Forward	\$ 1,000.00				\$ 1,000.00
Recovery Court of Sumner Co	\$ -	*	\$ 1,000.00		\$ -
Oak Grove Fire Department	\$ -	*	\$ 2,000.00		\$ -
CommunityLife Bridge	\$ 1,000.00	*	\$ 3,000.00		\$ -
American Legion Post 75	\$ 1,000.00	*	\$ 3,000.00		\$ 875.00
Sumner CountyMuseum		*	\$ 1,000.00		
TOTAL	\$ 84,325.00		\$ 118,047.16		\$ 83,200.00

BE IT FURTHER RESOLVED this resolution shall take effect upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Rachel Slusser, City Recorder

ORDINANCE

City of Portland, Tennessee

No. 24 – 63

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 817 SOUTH BROADWAY, (TAX MAP 039B, GROUP A, PARCEL 16.00) FROM RS-20 (RESIDENTIAL) TO OPS (OFFICE PROFESSIONAL SERVICES)

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

WHEREAS, the City of Portland 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 Portland's population; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of rezoning 817 South Broadway RS-20 (Low Density Single Family Residential) to OPS (Office Professional Services), by a vote of 8-0 at their September 10, 2024, meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from RS-20 (Low Density Single Family Residential) to OPS (Office Professional Services).

Approximately 0.67 +/- acres more or less, located at 817 South Broadway as shown on the attached map. *See exhibited A*

For reference, see in the Registers of Deeds Office of Sumner County, Tennessee, and being shown as: Record Book 6402, Page 381-383 in the Register's Office of Sumner County, Tennessee, and being shown as Map 039B, Group A, Parcel 016.00, for Sumner County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the annexation of the property and after its passage on final reading, the public welfare requiring it.

Mike Callis, Mayor

City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing

Passed Second Reading:

EXHIBIT A:



ORDINANCE

City of Portland, Tennessee

No. 24 - 64

First Reading

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY ORDINANCE 22-67, THE DEVELOPER’S AGREEMENT WITH PORTLAND COMMERCE CENTER LLC, FOR THE STATELINE COMMERCE NORTH PHASE 1, WITH THE NEW OWNERS, PORTLAND COMMERCE LAND 1 LLC, DEVELOPER’S AGREEMENT FOR THE GATEWAY 65 DEVELOPMENT IN ROBERTSON COUNTY, TENNESSEE.

WHEREAS, the City of Portland, Tennessee, has determined that a Developer’s Agreement will need to be entered into for the Gateway 65 Development and that improvements need to be made to City infrastructure, as outlined in the attached agreement; and

WHEREAS, the Portland Department of Utilities (PDU) has approved the Water, Sewer, and Gas Capacity Letter (see Appendix A to Developer’s Agreement) for a proposed 306,250 square foot building on Tax Map 012, Parcel 038.01 in Robertson County; and

WHEREAS, Portland Commerce Land 1 LLC, a Tennessee limited liability company, (the “Developer”) has agreed to be fully responsible for the installation of improvements and fees being paid within the timeline stated in the agreement; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer’s Agreement for Gateway 65 Development, located along Vaughn Parkway; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

PORTLAND COMMERCE LAND 1 LLC DEVELOPER'S AGREEMENT
ON GATEWAY 65 DEVELOPMENT

This Development Agreement ("AGREEMENT") is made and entered into on this ____ day of _____, 20____ by and between Portland Commerce Land 1, LLC, a Tennessee limited liability company ("DEVELOPER"), and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER desires to develop at this time one industrial building along Vaughn Parkway in Robertson County, Tax Map 012, Parcel 038.01 in Portland, Tennessee (hereinafter called the "PROJECT"). The building will be approximately 306,250 square feet; and

WHEREAS, Portland Commerce Land 1 LLC, a Tennessee limited liability company (the "OWNER"), has acquired the approximately 83.24 acres on which the PROJECT will be located; and

WHEREAS, DEVELOPER has received a letter from the Portland Department of Utilities (PDU) on the 24th day of July, 2024, stating the existing Water System does not currently have capacity for the development of the proposed industrial building to be developed as the Gateway 65 Development, which includes the PROJECT (the "LETTER"). A copy of the Letter is attached to this Agreement as Appendix A; and

WHEREAS, in order to provide the same level of service throughout the Water System for the PROJECT and the general public, it will be necessary for the improvements listed below to be constructed by the DEVELOPER to serve the PROJECT. Said improvements include the installation of twelve-inch DR14 C900 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, located in the area outlined in the LETTER in Appendix A, as more particularly shown on the construction plans approved by the CITY (the "PLANS"), including any state or local government permitting (i.e. TDEC, Robertson County, etc.) required in order to permit the construction of the PROJECT; and

WHEREAS, in order for the PROJECT to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to be financially responsible for all design, permitting, construction, and inspection cost associated with the aforementioned waterline installations; and

WHEREAS, the DEVELOPER shall be responsible for constructing the PROJECT in accordance with the PDU Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Water Distribution System

The DEVELOPER shall provide and/or adhere to all the items listed below:

1. The DEVELOPER shall be financially responsible for all design, permitting, construction, inspections, and testing necessary to install and complete approximately 3,500 feet of 12" water main connecting to the existing 10" water main along Vaughn Parkway and the existing 12" water main along Eubanks Road, as shown on the PLANS.
2. The DEVELOPER will be required to pay \$61,256 in Developer's Contributions and \$7,200 in Water Improvement Fees to the CITY as per the Capacity Letter in Appendix A. The full amount to be paid is \$68,456. The fees listed above must be paid prior to approval of the Construction Plans.
3. A Letter of Credit or cash escrow will be required to be provided in the amount of \$174,843.75 for the maintenance surety amount. This amount will be required to be submitted to the CITY's Planning Department after acceptance of utility installations by PDU. This surety amount will be held 12 months from the date of PDU's Acceptance Letter.
4. Tap, connection, and any other applicable standard utility fees set forth in the most current Ordinance, must be made prior to the CITY issuance of a building permit.
5. A Certificate of Occupancy shall not be issued until the installation of the 12" water main has been accepted by the CITY, all the fees stated above have been paid, and Letter of Credit or cash escrow for the maintenance surety has been provided to the CITY's Planning Department.
6. The relocation of any existing utilities required for the PROJECT shall be relocated at the DEVELOPER's expense. This shall include all work incidental to any such relocation (i.e. engineering, excavation, materials, installation, etc.)
7. The DEVELOPER shall be responsible for restoring all private and public property disturbed during the construction of the PROJECT to the same or better condition prior to acceptance of the PROJECT.
8. All onsite water mains and tanks, excluding the 12-inch connector from Vaughn Parkway to Eubanks Road along the eastern property line, are private and the CITY shall not be responsible for any maintenance or repairs.
9. Once a tenant is determined for the proposed building, the tenant shall provide to PDU the *Commercial & Industrial Availability of Service Request Form*, with updated information on the tenant (i.e. number of employees during a 24-hour period, water flow requirements, water pressures required, etc.) If there

are changes in information from the original *Commercial & Industrial Availability of Service Request Form* application, dated June 24, 2024, the CITY may require additional fees and improvements that the DEVELOPER will be financially responsible for.

B. Sanitary Sewer Collection System

The DEVELOPER shall provide and/or adhere to all the items listed below:

1. The DEVELOPER will be required to pay \$80,942 in Developer's Contributions and \$6,000 in Sewer Improvement Fees to the CITY as per the Capacity Letter in Appendix A. The full amount to be paid is **\$86,942**. The fees listed above must be paid prior to approval of the Construction Plans.
2. Tap, capacity, and any other applicable standard utility fees set forth in the most current Ordinance, must be made prior to the CITY issuance of a building permit.
3. A Certificate of Occupancy shall not be issued until the installation of the 12" water main has been accepted by the CITY and all the fees stated above have been paid.
4. The relocation of any existing utilities required for the PROJECT shall be relocated at the DEVELOPER's expense. This shall include all work incidental to any such relocation (i.e. engineering, excavation, materials, installation, etc.)
5. The DEVELOPER shall be responsible for restoring all private and public property disturbed during the construction of the PROJECT to the same or better condition prior to acceptance of the PROJECT.
6. All onsite sewer is private, and the CITY shall not be responsible for any maintenance or repairs.
10. Once a tenant is determined for the proposed building, the tenant shall provide to PDU the *Commercial & Industrial Availability of Service Request Form*, with updated information on the tenant (i.e. number of employees during a 24-hour period, daily sewage flow, etc.) If there are changes in information from the original *Commercial & Industrial Availability of Service Request Form* application, dated June 24, 2024, the CITY may require additional fees and improvements that the DEVELOPER will be financially responsible for.

C. Gas System

Tap, meter, connection, and any other fees for the PROJECT as set forth in the most current Ordinance of utility fees, must be made prior to the CITY issuance of a building permit.

D. Preparation of Plans

The Construction Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature, and license number of those persons preparing such Construction Plans.

E. Design Criteria

The design of water improvements shall follow the State of Tennessee design criteria. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the Tennessee Department of Environment and Conservation (TDEC). In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY's specifications, the decision of the CITY shall be final and binding on the DEVELOPER. .

F. COMMENCEMENT OF CONSTRUCTION

1. No construction of utility improvements shall begin until the following events have occurred:
 - a. A surety in the appropriate amount has been posted.
 - b. Utility Materials Submittal has been submitted to and approved by PDU.
 - c. The Pre-Construction conference with PDU has been held.

G. Public Works

1. A Letter of Credit or cash escrow will be provided in the amount of \$239,580.00 for the stabilization surety, before construction starts. Any surety for stabilization will be kept and renewed each year until final stabilization has occurred and the site has at least 75% vegetative cover. For each year of renewal, there shall be an additional 10% increase added to the surety amount.
2. All onsite stormwater management is private, and the CITY shall not be responsible for any maintenance or repairs.

H. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this Agreement. In the event of a conflict between the terms of this Agreement and a CITY ordinance, the ordinance shall prevail. All work done under this Agreement is to be performed in accordance with plans and specifications approved by the CITY and made a part, hereof.

I. Agreement Not Assignable

Except as provided in Section M below, no third party shall obtain any benefits or rights under this Agreement, nor shall the rights or duties be assigned by either party.

J. Revocation and Interpretation

This Agreement shall bind the DEVELOPER, when executed by the DEVELOPER and approved by the Board of Aldermen of the City, and may not be revoked by the DEVELOPER without permission of the CITY, even if the Agreement has not been executed by the CITY. This Agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Robertson County, Tennessee, and Tennessee Appellate Courts.

K. No Oral Agreement

This Agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Portland Board of Mayor and Aldermen must approve any written modification to this Agreement.

L. Separability

If any portion of this Agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the Agreement shall remain in effect or whether the Agreement shall be void and all rights and obligations of the DEVELOPER pursuant to this Agreement terminated.

M. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with this Agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this Agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this Agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as principal.

II. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction..

III. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

_____ OWNER	_____ DEVELOPER
_____ TITLE	_____ TITLE
ATTEST: _____	ATTEST: _____
_____ TITLE	_____ TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

_____ MAYOR APPROVED AS TO FORM:	_____ DATE
BY: _____ CITY ATTORNEY	_____ DATE

APPENDIX A



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

ZECHARIAH ROWLEY – ENGINEER TECHNICIAN

126B MORNINGSIDE DRIVE

PORTLAND, TENNESSEE 37148

Telephone (615) 323-1437

Email Address: zrowley@cityofportlandtn.gov

Portland Commerce Land 1, LLC
951 Penn Ave
Pittsburgh, PA 15222

Date: 7/24/2024

Re: WATER, SEWER, & GAS CAPACITY LETTER
1852 VAUGHN PARKWAY, PORTLAND, TN 37148
ROBERTSON COUNTY – TAX MAP 012, PARCEL 038.01

Portland Department of Utilities (PDU) has completed its review of your application for water, sewer, and gas for the proposed industrial/manufacturing building at the above-referenced location. Please see below for the capacity details.

WATER:

The system does not have capacity for this development, but as per Resolution 23-83, the City Council voted to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snap-shot in time when the water model and/or decision is made, and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to purchase their taps. Resolution 23-45 governs the expiration and renewal of capacity letters and at no time is the City of Portland mandated to provide water beyond its ability whether or not a capacity letter has been granted, or whether or not a project has already been started but not all water taps have been purchased.

The Developer will be required to connect the existing ten (10) inch water main on Vaughn Parkway to the existing twelve (12) inch water main on Eubanks Road. The connection shall be a twelve (12) inch running through the development. This will entail approximately 1,600 linear feet of twelve (12) inch C900 PVC or Ductile Iron Pipe and all appurtenances. The route is shown in red. The Developer will be required to dedicate a twenty (20) foot wide P.U.D.E. along the connections length.



The City is currently designing or constructing Water Capital Improvement Projects, including the Oak Hill Water System Improvements, Masons Tank 12-inch Connector, Oak Hill Tank, TGT Water Improvements, Zoning Vaults, Eubanks Rd Water Line Addition, and several others. The Developer will be required to pay a Developer's Contribution of \$61,256 towards the City's Capital Improvement Projects. The Developer will be required to pay \$7,200 towards water improvement fees as per Ordinance 24-26. The breakdown below shows how Equivalent Residential Units were calculated for the improvement fee. The Developer's Contribution and water improvement fees shall be paid prior to the Construction Plans being approved. All tap, connection fees, etc. shall apply and be determined once the tenant fills out the Commercial/Industrial Availability Form.

Developer's Contribution:

306,280 square foot (sf) building

$306,280 \text{ SF} \times (\$1,000 / 5,000 \text{ SF}) = \$61,256$

Improvement Fee:

1 Equivalent Residential Unit (ERU) = 350 gallons per day (gpd)

Industrial Services = 25 gals per day per person

$(25 \text{ gpd/person}) \times 50 \text{ people} = 1,250 \text{ gpd}$

$1,250 \text{ gpd} / (1 \text{ ERU}/350 \text{ gpd}) = 3.57 \text{ ERUs} = 4 \text{ ERUs}$

$4 \text{ ERU} \times \$1,800 = \$7,200$

SEWER:

The City is currently designing or constructing Sewer Capital Improvement Projects, including the Wastewater Treatment Plant Expansion, Annual Point Repairs Project, Sandye Avenue Sewer Improvements, Hwy 52E Lift Station, and several others. The Developer will be required to pay a Developer's Contribution of \$45,942 towards the City's Capital Improvement Projects. Also, the Developer will be required to pay \$6,000 in improvement fees. The breakdown below shows how Equivalent Residential Units were calculated for the improvement fee. Additionally, the development will be producing more flows, taking up capacity in the connected lift stations downstream of the development, so PDU will require the developer to pay a \$35,000 fee towards improvements of the lift station. The Developer's Contribution and sewer improvement fees shall be paid prior to the Construction Plans being approved. All tap, capacity fees, etc. shall apply and be determined once the tenant fills out the Commercial/Industrial Availability Form.

Developer's Contribution:

306,280 square foot (sf) building

$306,280 \text{ SF} \times (\$750 / 5,000 \text{ SF}) = \$45,942$

Improvement Fee:

1 Equivalent Residential Unit (ERU) = 250 gallons per day (gpd)

Industrial Services = 25 gals per day per person

$25 \text{ gpd/person} \times 50 \text{ people} = 1,250 \text{ gpd}$

$1,250 \text{ gpd} / (1 \text{ ERU}/250 \text{ gpd}) = 5 \text{ ERUs}$

$5 \text{ ERU} \times \$1,200 = \$6,000$

Developer's Fee Towards Lift Stations:

\$35,000

GAS:

Gas is available, but the Developer will be required to pay for the installation, tap, and connection fee. These fees will need to be paid once the tenant fills out the Commercial/Industrial Availability Form.

Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The

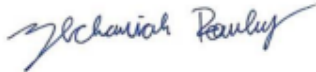
City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water), 20-103 (Sewer), and 20-102 (Gas).

No approval of any services is indicated. Construction Plans will be required to be submitted and approved by PDU for the development. The fees associated for the development (i.e. tap, connection, capacity fees, etc.) will be determined once Construction Plans are submitted and utility installations have been accepted by the City, and the Commercial/Industrial Availability Form Request is filled out with specific flow requirements for the tenant for water, sewer, and gas.

This letter shall expire in twelve (12) months. All fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change over time. PDU will hold the fees at the amount stated above for a twelve (12) month period after the date of this letter. After the twelve (12) month period expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in **writing** prior to expiration of the twelve (12) month period. PDU will review the request and either deny or grant the request in writing.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Zechariah Rowley".

Zechariah Rowley

ZFRAV001705

cc.

Business Office

PDU Office Staff

ORDINANCE

City of Portland, Tennessee

No. 24 - 65

First Reading

AN ORDINANCE TO AMEND ORDINANCE 24-04 AND AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH STEVE KIRBY ON THE TWIN LAKES RESIDENTIAL SUBDIVISION, WHICH WILL INCLUDE THE INSTALLATION OF WATER, SEWER, AND PUBLIC WORKS IMPROVEMENTS, LOCATED AT 925 NORTH BROADWAY IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has determined that improvements need to be made to City infrastructure, including the water and sewer systems, as outlined in the attached agreement; and

WHEREAS, the Portland Department of Utilities has approved the Water and Sewer Capacity Letter (see Exhibit A), stating the Water and Sewer Systems have capacity for the Twin Lakes Residential Subdivision once improvements are made; and

WHEREAS, the Developer has agreed to be fully responsible for the cost of the improvements to City infrastructure, including the water and sewer systems, as outlined in the attached agreement; and

WHEREAS, after all utility improvements are installed and accepted by the City, the Developer shall pay the City of Portland all applicable fees as per the attached Developer's Agreement and as per Ordinance 23-15 for the fifty-five (55) residential water taps; and

WHEREAS, Resolution 23-83, the Council voted to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snap-shot in time when the water model and/or decision is made, and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to purchase their taps; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement with Steve Kirby for the Twin Lakes Subdivision, located at 925 North Broadway, Tax Map 016, Parcel 085.03, and Parcel 085.04; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

Developer's Agreement: Twin Lakes Residential Subdivision

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this ____ day of _____, 2024 by and between Steve Kirby ("DEVELOPER") and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER owns and desires to develop a 55-lot residential subdivision, located at 925 North Broadway, Tax Map 016, Parcel 085.03 and Parcel 085.04, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water and Sewer Systems does not have capacity for the development and will require fees to be paid for upgrading our System, along with improvements installed by the Developer, from the Portland Department of Utilities on the 17th day of **August, 2023** (the "LETTER"). A copy of the Letter is attached to this Agreement as Exhibit A; and

WHEREAS, in order to provide the same level of service throughout the Water System and Sewer System for the PROJECT and the general public, it will be necessary for certain improvements to be constructed to serve the PROJECT. Said improvements include the IMPROVEMENTS (as defined below); and

WHEREAS, in order for said IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to be responsible for design, permitting, construction, and inspection associated with the IMPROVEMENTS as set forth in this AGREEMENT.

WHEREAS, the DEVELOPER shall be responsible for all design, permitting, construction, and inspection of the IMPROVEMENTS. The IMPROVEMENTS shall be constructed by the DEVELOPER in accordance with the Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties herein contained, it is agreed and understood as follows:

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 250 linear feet (LF) of six (6) inch water main, 1,000 LF of eight (8) inch water main, 2,750 LF of ten (10) inch water main, and 2,500 LF of eight (8) inch gravity sewer, and all required appurtenances, the IMPROVEMENTS in accordance with this agreement.

B. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the CITY and made a part, hereof.

C. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

D. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

E. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Developer and Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

F. Separability

If any portion of this agreement is held to be unenforceable, the court of competent jurisdiction shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER and CITY pursuant to this agreement terminated.

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he/she transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES

A. Sanitary Sewer Collections System

a. Installations:

The DEVELOPER will be required to install approximately 2,500 LF of eight (8) inch gravity sewer main, with all associated appurtenances with said installation.

b. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$789,375** for the surety, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility.

For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$118,406.25** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

B. Water Distribution System

a. Installations:

The DEVELOPER will be required to install approximately 250 LF of six (6) inch water main, 1,000 LF of eight (8) inch water main, 2,750 LF of ten (10) inch water main, with all associated appurtenances.

b. Improvement Fees:

The DEVELOPER shall be required to pay a Developer's Fee of **\$41,250** towards the City's Oak Hill Water System Improvements project, and a Developer's Fee of **\$183,630** towards the relocation of utilities for the TDOT SR 109 Bypass project, as per the attached Capacity Letter. All payments must be made prior to PDU signing the Final Plat.

The DEVELOPER will be required to pay a total of **\$224,880** to the CITY towards the WATER IMPROVEMENTS. This payment must be made prior to submitting the Final Plat to the CITY for signatures.

c. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **\$912,812.50** for the Water Distribution System surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$136,921.88** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

Developer's payment to the CITY in the amount of (i) **\$224,880** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total SURETY amount of **\$1,702,187.50** for the PROJECT's utilities, shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS and the SEWER IMPROVEMENTS. The WATER IMPROVEMENTS and the SEWER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

III. PUBLIC WORKS

A. City Streets & Sidewalks

The developer shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$716,000.00** for the surety, prior to Public Works signing the Final Plat. Any surety for Public Works will be kept and renewed each year until the City has inspected and approved the required improvement.

B. City Stormwater

The developer shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$624,668.18** for the surety, prior to Public Works signing the Final Plat. Any surety for Public Works will be kept and renewed each year until the City has inspected and approved the required improvement.

IV. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction..

V. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first given.

_____	_____
OWNER	DEVELOPER

_____	_____
TITLE	TITLE

ATTEST:	ATTEST:
---------	---------

_____	_____
-------	-------

_____	_____
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

_____	_____
MAYOR	DATE
APPROVED AS TO FORM:	

BY: _____	_____
CITY ATTORNEY	DATE

EXHIBIT A



CITY OF PORTLAND
MEGAN HEISLER, P.E. – UTILITIES ENGINEER
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Address: mheisler@cityofportlandtn.gov

Steve Kirby
159 W Harper Rd
Portland, TN 37148

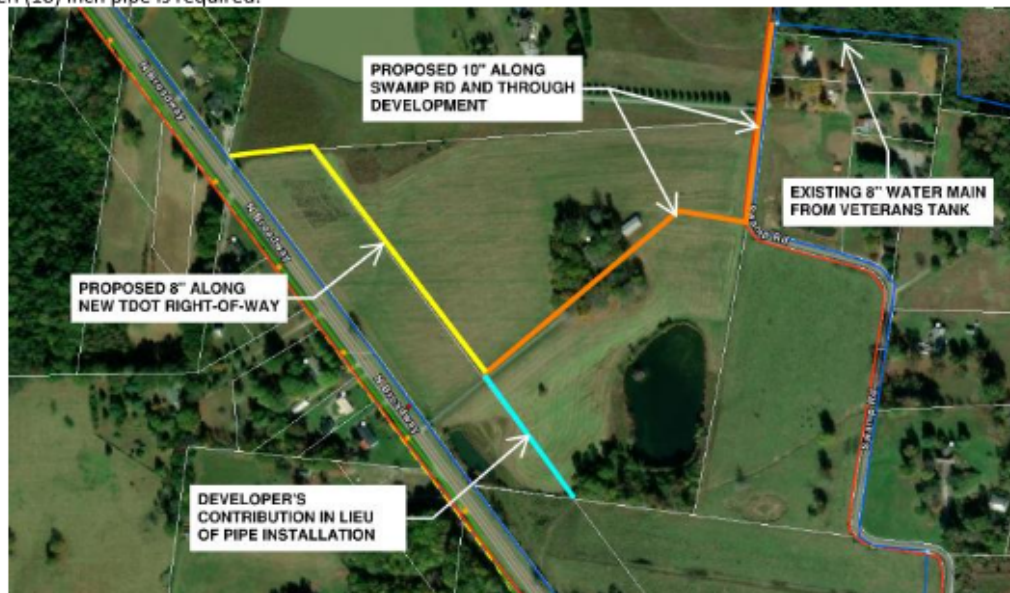
Date: 8/17/2023

Re: WATER, SEWER, & GAS CAPACITY LETTER
925 N BROADWAY, PORTLAND, TN 37148 (COMMERCIAL & RESIDENTIAL)
SUMNER COUNTY – TAX MAP 016, PARCELS 85.04 & 85.05

Portland Department of Utilities (PDU) has completed its review of your application for water and sewer for the proposed fifty-five residential units and three commercial buildings development at the above referenced location. Please see below for the capacity details.

WATER:

The system does have capacity for the fifty-five (55) residential units and three (3) commercial buildings once improvements are made. The City's minimum requirement for water main diameter within City Limits is eight (8) inches. Currently, at this location, there is a six (6) inch diameter water main. PDU will require this development to upsize the water main along North Broadway/State Route 109 for the entire length of the property's road frontage to an eight (8) inch diameter water main. Also, the Developer will be required to upsize the water main across a portion of the Swamp Road frontage for this development to an existing eight (8) inch diameter water main from the Veteran's Water Tank. This will entail approximately 1,250 feet of eight (8) inch along N Broadway and 500 feet of ten (10) inch along Swamp Rd of blue C900 DR 14 PVC or Ductile Iron Pipe and all associated appurtenances. Also, a ten (10) inch water main will need to be routed through the development. The eight (8) inch is shown below in yellow and the ten (10) inch is shown in orange. The upgrades are required to ensure fire protection for the commercial subdivision as well as the residential. Commercial subdivisions require 2,000 gpm, thus the larger ten (10) inch pipe is required.



The Developer's Contribution in lieu of the eight (8) inch pipe installation for the wetlands area to the southeast corner of the property will be \$302 per foot, including gate valves, tapping sleeve and valves, abandoning existing main, etc., with a 15% contingency fee. This portion of the project will entail approximately 489 feet of eight (8) inch blue C900 PVC water main. The Developer will be required to pay the City of Portland **\$183,630** towards this TDOT project. Please see the attached Developer's Contribution In-Lieu of Upsizing Calculator for the breakdown on how that total was calculated.

The Developer will be required to pay water improvement fees per equivalent residential unit for the commercial buildings only. Please see below on how the equivalent residential units were calculated for the **commercial buildings** as per Ordinance 23-15:

From Ordinance 23-15

One Equivalent Residential Unit for Water = 350 gallons per day (gpd)

General Commercial Services – 130 gpd per 1,000 square feet (sf) of floor space

$(7,500 \text{ sf} / \text{building}) \times (3 \text{ buildings}) = 22,500 \text{ sf}$

$22,500 \text{ sf} \times (130 \text{ gpd} / 1,000 \text{ sf}) = 2,925 \text{ gpd}$

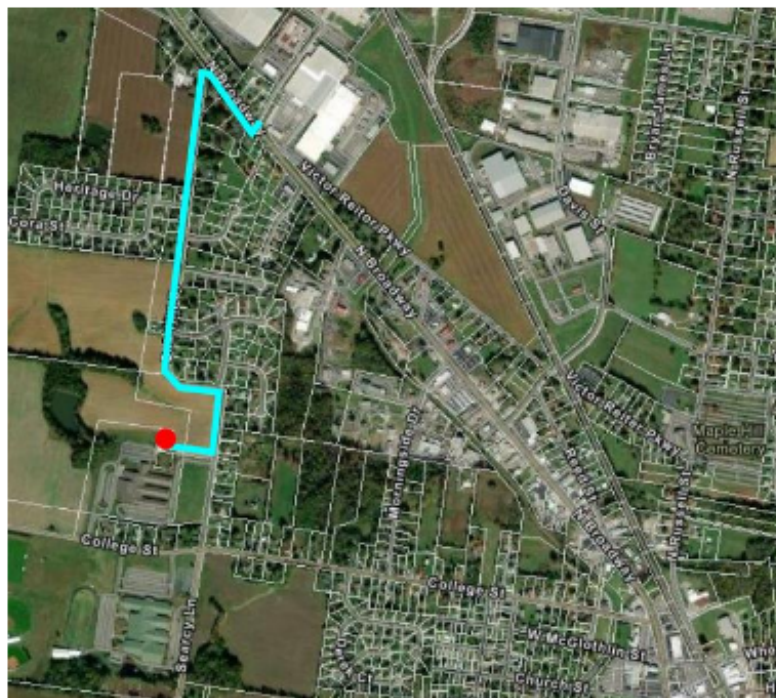
$2,925 \text{ gpd} \times (1 \text{ ERU} / 350 \text{ gpd}) = 8.4 = 9 \text{ units}$

$9 \text{ units} \times (\$1,500 / 1 \text{ unit}) = \$13,500$

This development will be utilizing the Oak Hill Water System Improvements. The 16-inch water main route is shown below in light blue and Oak Hill Tank shown below in red. The developer will be required to pay a pro-rata share of the project's water improvements. As with all projects, we are not asking one development to pay for the whole project. The Pro-Rata share was based upon the total number of equivalent residential units within your development. The Developer will be required to pay **\$48,000** to the City of Portland toward the improvements. This payment, along with the water improvement fees, must be made prior to PDU approving Construction Plans and/or signing off on a Final Plat.

The payment was calculated as follows:

$(55 \text{ units} + 9 \text{ units}) \times (\$750 \text{ per unit}) = \$48,000$



Please note that at the August 7, 2023 Council Meeting, the Council verbally agreed in a majority vote to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snapshot in time when the water model and/or decision is made, and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to purchase their taps. Resolution #23-45 governs the expiration and renewal of capacity letters and at no time is the City of Portland mandated to provide water beyond its ability whether or not a capacity letter has been granted, or whether or not a project has already been started but not all water taps have been purchased.

SEWER:

The system does have capacity for the fifty-five (55) residential units and three (3) commercial buildings. The Developer must route an eight (8) sewer main through the development and tie to the manhole in front of the property along Hwy 109. The Developer will be required to pay sewer improvement fees per equivalent residential unit for the commercial buildings only. Please see below on how the equivalent residential units were calculated for the **commercial buildings**:

From Ordinance 23-15

One Equivalent Residential Unit for Sewer = 250 gallons per day (gpd)

General Commercial Services – 130 gpd per 1,000 square feet (sf) of floor space

$(7,500 \text{ sf} / \text{building}) \times (3 \text{ buildings}) = 22,500 \text{ sf}$

$22,500 \text{ sf} \times (130 \text{ gpd} / 1,000 \text{ sf}) = 2,925 \text{ gpd}$

$2,925 \text{ gpd} \times (1 \text{ ERU} / 250 \text{ gpd}) = 11.7 = 12 \text{ units}$

$12 \text{ units} \times (\$1,000 \text{ per unit}) = \$12,000$

The sewer improvement fees must be made prior to PDU approving Construction Plans and/or signing off on a Final Plat.

GAS:

Improvements may be required. Gas will be provided as per Title 19-207 of the Municipal Code.

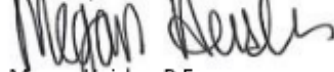
Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water), 20-103 (Sewer), and 20-102 (Gas).

No approval of any services is indicated. Construction plans will be required to be submitted and approved by PDU for the development. An individual Residential Service Availability Request Form must be completed for each lot within this subdivision and the Commercial Industrial Availability Request Form must be completed for each unit of the commercial buildings once the water and sewer main installations are complete and have been accepted by PDU. The fees associated with each lot/unit (i.e. tap, connection, capacity fees, etc.) will be determined once those forms are filled out and submitted to PDU.

This letter shall expire in twelve (12) months. All fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change over time. PDU will hold the fees at the amount stated above for a twelve (12) month period after the date of this letter. After the twelve (12) month period expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in **writing** prior to expiration of the twelve (12) month period. PDU will review the request and either deny or grant the request in writing.

Should you have any questions, please feel free to contact me.

Sincerely,



Megan Heisler, P.E.
MNHAV001257REV1

cc.

Business Office

ORDINANCE

City of Portland, Tennessee

No. 24 – 59

First Reading

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE 23-66 WITH THIS ORDINANCE AUTHORIZING A NEW RATE FOR SANITATION SERVICES WITHIN THE CITY OF PORTLAND.

WHEREAS, after recommendation from the October 1, 2024, utility fee structure Ad Hoc Committee meeting, the Board of Mayor and Aldermen deem it necessary to increase the sanitation service fee by \$1.50 (one dollar and fifty cents) for residential and commercial customers; and

WHEREAS, The City incurs additional cost by offering additional services such as: brush and limb removal generated from the property within the City limits, removal of bulk items such as furniture, appliances etc., and operates a community convenience center open to the residents living within the City of Portland City Limits; and

WHEREAS, Sanitation cost have continued to rise and increases are periodically needed to keep up with inflation and rising operations cost; and

WHEREAS, the Sanitation rate will be effective as of January 1, 2025; and

NOW THERE, BE IT ORDAINED by the Mayor and Board of Alderman of the City of Portland increase the Sanitation rate by \$1.50 (One dollar and fifty cents) per customer; and

BE IT FURTHER ORDAINED, that the Ordinance shall become effective on January 1, 2025.

Mike Callis, Mayor

Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 – 60

First Reading

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE 23-65 WITH THIS ORDINANCE AUTHORIZING A BASE STORMWATER RATE OF \$7.00 FOR RESIDENTIAL PROPERTIES AND A TIER AMOUNT, BASED UPON THE \$7.00 BASE RATE, FOR COMMERCIAL AND INDUSTRIAL PROPERTIES EFFECTIVE JANUARY 1, 2025.

WHEREAS, the City of Portland deemed necessary to evaluate the previously established stormwater fee that funds the Storm Water program; and

WHEREAS, after recommendation from the October 1, 2024, utility fee structure Ad Hoc Committee meeting, the City shall replace the existing stormwater fee with a \$7 base rate fee for residential properties and a tier amount for commercial and industrial properties; and

WHEREAS, extensive evaluation of the costs, effect on citizens and the ability to complete projects has been completed resulting in the following recommendation:

Residential Rate: \$7.00/month per property

Commercial and Industrial:

Previous Sq. Ft. Range	Previous Monthly Rate	New Sq. Ft. Range	New Monthly Rate
1-25,000	\$21	1-25,000	\$24
25,001-45,000	\$58	25,001-45,000	\$68
45,001-70,000	\$96	45,001-70,000	\$112
70,001-100,000	\$141	70,001-100,000	\$165
100,001-145,000	\$204	100,001-145,000	\$238
145,001-200,000	\$287	145,001-200,000	\$335
200,001-275,000	\$395	200,001-275,000	\$461
275,001-400,000	\$562	275,001-400,000	\$655
400,001-600,000	\$832	400,001-600,000	\$971
600,001-900,000	\$1,248	600,001-900,000	\$1,456
900,001-1,500,000	\$1,997	900,001-1,500,000	\$2,329
Over 1,500,000	\$2,496	Over 1,500,000	\$2,912

WHEREAS, the Stormwater rate will be effective as of January 1, 2025 for utility billings starting in February 2025; and

NOW THERE, BE IT ORDAINED by the Mayor and Board of Alderman of the City of Portland establish the Stormwater rate at recommended base rate of \$7.00 per property effective January 1, 2025; and

BE IT FURTHER ORDAINED, that the Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 24 – 73

A RESOLUTION AUTHORIZING CHANGE ORDER #4 EXTENDING THE CONTRACT TIME THIRTY (30) ADDITIONAL DAYS FOR SUBSTANTIAL COMPLETION AND NINETY (90) ADDITIONAL DAYS FOR FINAL COMPLETION WITH CUMBERLAND PIPELINE LLC FOR THE OAKHILL WATER SYSTEM IMPROVEMENTS AMERICAN RESCUE PLAN (ARP) PROJECT

WHEREAS, the City of Portland is currently contracted with Cumberland Pipeline LLC for the Oakhill Water System Improvement Project and substantial completion was three hundred twenty-two (322) consecutive calendar days, making the date for substantial completion September 23, 2024, and the time for final completion of three hundred fifty-two (352) consecutive calendar days, making the date for final completion October 23, 2024; and

WHEREAS, additional time is needed due to unforeseen delays in the procurement and delivery of materials associated with the installation of water services; and

WHEREAS, the City of Portland, Tennessee is hereby approving Change Order #4 extending the contract time for an additional thirty (30) consecutive calendar days for substantial completion and an additional ninety (90) consecutive calendar days for final completion to the current contract. The revised contract substantial completion shall be three hundred fifty-two (352) days, making the date for substantial completion October 23, 2024, and the time for final completion four hundred forty-two (442) days, making the date for final completion January 21, 2025; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #4 for the additional thirty (30) consecutive calendar days for substantial completion and ninety (90) consecutive calendar days for final completion to the current contract with Cumberland Pipeline, LLC for Oakhill Water System Improvement Project; and

BE IT FURTHER RESOLVED that the Resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

CHANGE ORDER NO.: 4

Owner: **City of Portland** Owner's Project No.: n/a
Engineer: OHM Advisors Engineer's Project No.: 0585-21-0080
Contractor: **Cumberland Pipeline, LLC** Contractor's Project No.: 23-08
Project:
Contract Name: **City of Portland Oak Hill Water System Improvements**
Date Issued: September 26, 2024 Effective Date of Change Order: _____, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: This change order reflects the Owner's desire to increase the contract time by adding 30 days to the Substantial Completion date and adding 90 days to the Final Completion date.

Attachments: n/a

Change in Contract Price		Change in Contract Times	
		[State Contract Times as either a specific date or a number of days]	
Original Contract Price:	Original Contract Times:		
\$ _____ \$2,718,423.00	Substantial Completion:	210 days	
	Ready for final payment:	240 days	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>3</u> :	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>3</u> :		
\$ _____ \$581,097.50	Substantial Completion:	112 days	
	Ready for final payment:	112 days	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
\$ _____ \$2,137,325.50	Substantial Completion:	322 days 9-23-24	
	Ready for final payment:	352 days 10-23-24	
[Increase] [Decrease] this Change Order:	[Increase] [Decrease] this Change Order:		
\$ _____ n/a	Substantial Completion:	30 days	
	Ready for final payment:	90 days	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
\$ _____ \$2,137,325.50	Substantial Completion:	352 days 10-23-24	
	Ready for final payment:	442 days 1-21-25	

Recommended by Engineer/OHM Advisors

Accepted by Contractor/Cumberland Pipeline

By: 
Name/Title: Harrison Hilt, Project Manager
Date: September 26, 2024

By: 
Name/Title: Michael Ellison, President
Date: Sept 26, 2024

Authorized by Owner/City of Portland

Approved by Owner/Sumner County, TN

By: _____
Name/Title: Mike Callis, Mayor
Date: _____, 2024

By: _____
Name/Title: John C. Isbell, Mayor
Date: _____, 2024

ORDINANCE

City of Portland, Tennessee

No. 24 - 62

First Reading

AN ORDINANCE TO LOWER THE TOTAL GALLONS USED FOR THE MINIMUM WATER AND SEWER BILLING

WHEREAS, the City of Portland deems it necessary to increase revenue to cover additional operating and capital expenses for water and sewer; and

WHEREAS, the current rate structure for water and sewer has the minimum bill based upon 0-2,500 gallons per month for all rate classes; and

WHEREAS, the minimum bill for all rate classes shall be amended to 0-2,000 gallons per month; and

WHEREAS, all other rates established by Ordinance 22-77 shall remain unchanged and in full effect; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the minimum bill for water and sewer shall be revised to 0-2,000 gallons per month as stated above beginning January 1, 2025; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 - 58

First Reading

AN ORDINANCE TO APPROVE A PASS-THROUGH FEE TO BE APPLIED TO ALL WATER BILLS FOR ALL WATER PURCHASED FOR THE CITY OF PORTLAND WATER DISTRIBUTION SYSTEM

WHEREAS, the City of Portland no longer has the capacity to support the water demand during peak times; and

WHEREAS, the City deems it necessary to purchase finished water to continue to provide service to all rate payers; and

WHEREAS, the City will implement a monthly pass-through fee that will be applied to every water bill across all rate structures. The pass-through fee shall be the total bill per month for all purchased water, plus any fixed monthly fees, divided by the number of active meters in the City of Portland's water system. The total gallons shall be collected at the end of every month and the pass-through fee shall be calculated monthly on the last business day of each month to be applied to the first billing that follows; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland

BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading: