



**BOARD OF MAYOR AND ALDERMEN
AGENDA for December 2, 2024**

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Agenda

5. Presentation

- A. Sumner County UT extension - Urban Forestry grant
- B. Codes and Fire Presentation

6. Public Hearing

- A. Ordinance No. 24-68 – Second Reading – An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 24-32 for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

7. 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.

8. Communications from Council Members

9. Mayor's Report

10. Consent Calendar

- A. Ordinance No. 24-69 –Second Reading – An Ordinance approving a contract between the Portland Airport Authority and the state of Tennessee Department of Transportation Aeronautics for contract participation in the South Apron Expansion.
- B. Ordinance No. 24-70 –Second Reading – An Ordinance to enter into an agreement with Southern Floor, Inc for construction of the new sports flooring for Richland Gym.
- C. Department Reports
- D. Approval of Minutes from November 4, 2024, City Council Meeting

11. Legislative – Mayor Mike Callis

- A. Resolution No. 24-83 - A Resolution providing for the appointment of Vice-Mayor to serve for the next two years.
- B. Resolution No. 24-84 - A Resolution providing for the appointments of Aldermen to serve as Council Representatives for varied departments.
- C. Resolution No. 24-85 - A Resolution to appoint members to the Ad Hoc Committee.
- D. Resolution No. 24-86 – A Resolution to appoint one member to the Portland Municipal Planning Commission.

- E. Resolution No. 24-87 - A Resolution to establish City Council Meeting and Planning Commission Meeting dates for 2025.

12. Community Development – Alderwoman Megann Thompson

- A. Resolution No. 24-89 - A Resolution of the City of Portland, Tennessee approving guidelines for economic incentives and authorizing the Industrial Development Board of the City of Portland to negotiate tax incentives.
- B. Discussion - Retail Recruitment

13. Finance – Alderman Vince Ellis

- A. Ordinance No. 24-68 – Second Reading – An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 24-32 for the fiscal year beginning July 1, 2024, and ending June 30, 2025.
- B. Resolution No. 24-91 – A Resolution to establish a Purchasing Card Policy for the City of Portland.

14. Fire Department – Alderman Jody McDowell

15. Human Resources – Alderman Vince Ellis

16. Municipal Airport – Alderman Mike Hall

17. Parks & Recreation – Alderman Brian Woodall

- A. Resolution No. 24-92 - A Resolution rejecting splashpad bid for the 2023 LPRF Grant.

18. Planning & Codes – Alderwoman Megann Thompson

- A. Ordinance No. 24-74 - First Reading - An Ordinance to rescind in its entirety Ordinance No. 22.72 with Tri-Dash Local Investors, LLC, for the development Richland Estates, located on N Russell St and Victor Reiter Pkwy in Portland, Tennessee, and replace with the following.

19. Police Department – Alderman Drew Jennings

20. Public Works – Alderman Brian Woodall

- A. Resolution No. 24-88 A Resolution to approve the final adjusting change order in the increased amount of \$8,239.65 for the contract with Jetton Property Group for the City's Stormwater Building.

21. Utility Infrastructure – Alderman Charles Cole

- A. Ordinance No. 24-72 – Second Reading – An Ordinance to rescind and replace in its entirety Ordinance 23-61 with the following requiring all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025.
- B. Ordinance No. 24-73 – First Reading - An Ordinance to amend Section 407 of Title 18 of the City of Portland's Municipal Code with the following language referencing the time for compliance on backflow preventers.

- C.** (Deferred from November 4, 2024) Resolution No. 24-75 - A Resolution authorizing the City to supplement its water supply long-term through the purchase of treated drinking water and install the necessary infrastructure.
- D.** Resolution No. 24-90 - A Resolution to explore the possibility of allowing the White House Utility District to absorb the Portland Water System for the purposes of securing adequate water for the future of the community.
- E.** Discussion - Adopting a new FOG Policy & ERP
- F.** Discussion - E Source Letter
- G.** Discussion - Water System
- H.** Discussion - Corrective Action Plan for the Sewer Collections System

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 24 - 68

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 24-32 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2024, and ending June 30, 2025.

Section 1. The budget amendment is as follows:

GENERAL FUND:

Expenditures	Streets	\$ 100,000 (Parking lot and lighting)
	Police	\$1,435,500 (Police building remodel)
	Police	\$ 7,900 (LPR camera x 1)
	Golf	\$ 238,000 (Irrigation)
	Community Development	\$ 20,000 (Travel to retail conference)
	Community Development	\$ 10,000 (Attorney for IDB policy)

IMPACT FUND

Expenditures	Police	\$ 7,900 (LPR cameras x 2)
	Police	\$ 8,000 (Drone)
	Fire	\$ 8,000 (Drone)
	Fire	\$ 25,639 (Security/camera system)

SANITATION

Expenditures	Building at convenience center (with electric)	\$ 10,000
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STORMWATER

Expenditures	Stormwater Building	\$ 259,000
	Lean-to for the Stormwater building	\$ 16,150

WATER AND SEWER

Expenditures	2024 Sewer Point Repairs	- \$ 265,000
	Repair to system	\$ 265,000 (Water Distribution)

BE IT ENACTED by the Board of Mayor and Alderman of Portland, Tennessee that this ordinance shall take effect from and after its passage, the welfare of the city requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 4, 2024

Notice Published: Portland Sun-11/19/14; Portland Leader-11/27/24

Public Hearing: December 2, 2024

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 - 69

Second Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS FOR CONTRACT PARTICIPATION IN THE SOUTH APRON EXPANSION.

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for participation in the South Apron Expansion.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, that the participation in the project sponsored by the State of Tennessee Aeronautics Division is hereby approved so as to be an obligation of the Portland Airport Authority and the State of Tennessee, and

BE FURTHER ORDAINED by the Mayor and Board of Alderman of the City of Portland 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: November 4, 2024

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 - 70

Second Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH SOUTHERN FLOOR, INC FOR CONSTRUCTION OF THE NEW SPORTS FLOORING FOR RICHLAND GYM

WHEREAS, the City of Portland deems it necessary to make improvements by constructing a new sports floor for Richland Gym; and

WHEREAS, the City of Portland received and opened bids on October 18, 2024, the bids are as follows:

1. Southern Flooring, Inc	\$86,000.00
2. Sports Flooring, Inc	\$121,878.51

WHEREAS, after careful consideration the bid from Southern Flooring, Inc is the recommended best bid for the Sports Flooring for Richland Gym 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 Southern Flooring, Inc in the amount of \$86,000 as best bid for the Sports Flooring for Richland Gym, 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: November 4, 2024

Passed Second Reading:

Portland Building Codes Department
October 2024 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	1	\$ 35.00
Swimming Pool	1	\$ 135.00
Plumbing	4	\$ 1,162.00
Mechanical	2	\$ 227.50
Stand Alone Building	5	\$ 4,883.59
Residential Building	2	\$ 3,203.47
Fire Alarm / Fire Suppression	3	\$ 4,027.50
Commercial/Industrial	-NA-	\$ -NA-
Plan Review	12	\$ 2,661.55
Demolition	3	\$ 180.00
Fire Works	-NA-	\$ -NA-
Moving	-NA-	\$ -NA-
TOTAL ALL PERMIT FEES	33	\$ 16,515.61
PORTLAND IMPACT FEE – PARKS		\$ 1,194.00
PORTLAND IMPACT FEE – POLICE		\$ 632.00
PORTLAND IMPACT FEE – FIRE		\$ 1,444.00
TOTAL – PORTLAND IMPACT FEES		\$ 3,270.00
GRAND TOTAL		\$ 19,785.61

Economic Development

2024 October Report

COMMERCIAL	• Developer Meetings 5 • Attended ICSC Retail Conference in Atlanta • Reached out to developers • Meeting with Retail Developers 2 • Met with 2 prospects for a retail recruitment contract
INDUSTRIAL	• Conversation Broker for industrial buildings – 4 • Prospect meeting drop in at airport for current building
IDB	• 2 IDB Meetings • Received 63RFI's Returned 0 • 21 Meeting with IDB attorney • Provided training for IDB board
COMMUNITY DEVELOPMENT	• Rogers Group Fish Fry • Attended Fall Festival
MISC	• Monthly update call with State ECD • Staff Meetings 4 • Council Meeting 1 • TVA Rural Leadership Training 2 Days • Sumner County Court House Dedication • Nashville Chamber Regional Partnership meeting • MTAS Research Library Online Class • Joint Economic and Community Meeting Robertson County





Office of the Finance Director
100 S. Russell Street Portland, TN 37148
615-325-6776

As of October 31, 2024
Fiscal Year has elapsed - 34%

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,622,837
W/S Bond 2020	\$18,238,174	\$484,103

	10/31/2024	Board Passed Budget	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	1,140,593	10,213,000	11.2%
Planning & Codes	131,985	713,500	18.5%
Intergovernmental	538,471	2,422,000	22.2%
Miscellaneous	145,211	362,000	40.1%
Court	34,953	152,500	22.9%
Other Revenues	730,241	244,000	299.3%
Loan Proceeds - Other Fin Source	0	1,596,800	0.0%
Grants & Special Projects	1,500	1,772,800	0.1%
TOTAL	2,722,953	17,476,600	15.6%
Expense			
General Government	525,168	2,624,091	20.0%
Administrative & Mayor	151,687	382,095	39.7%
Human Resources	56,829	123,307	46.1%
Planning & Zoning	96,041	295,716	32.5%
Codes	66,404	158,353	41.9%
Court	27,907	88,810	31.4%
Police	1,439,728	4,439,278	32.4%
Fire	1,017,967	2,776,977	36.7%
Streets & Highways	394,974	1,346,088	29.3%
City Garage	66,886	171,915	38.9%
State Street Aid	110,738	480,000	23.1%
Animal Control	28,358	121,076	23.4%
Grants & Special Projects	193,667	5,121,600	3.8%
Golf Course	206,522	589,665	35.0%
Parks & Recreation	346,113	985,338	35.1%
Community Development	36,058	132,298	27.3%
TOTAL	4,765,046	19,836,607	24.0%

WATER & SEWER		10/31/2024	Board Passed Budget	% of Budget
Revenue				
	Revenue	4,129,018	13,727,000	30.1%
	TOTAL	4,129,018	13,727,000	30.1%
Expense				
	Water Plant	519,121	1,756,294	29.6%
	Water Distribution System	838,160	3,428,189	24.4%
	Grants & Projects	2,414,638	8,352,000	28.9%
	Sewer Collection	576,325	2,199,363	26.2%
	Sewer Plant	652,640	2,785,546	23.4%
	Business Office	150,913	548,960	27.5%
	Utility Administration	272,414	749,420	36.3%
	TOTAL w/ Bond	5,424,211	19,819,772	27.4%

		10/31/2024	Board Passed Budget	% of Budget
AIRPORT FUND				
Revenue		\$277,580	\$708,465	39.2%
Expense		\$369,087	\$708,302	52.1%

DRUG FUND				
Revenue		\$3,942	\$4,000	98.5%
Expense		\$0	\$13,000	0.0%

STORMWATER				
Revenue		\$367,126	\$880,000	41.7%
Expense		\$293,076	\$987,265	29.7%

SOLID WASTE				
Revenue		\$487,546	\$1,385,603	35.2%
Expense		\$370,087	\$1,225,494	30.2%

		Board Passed	
		10/31/2024	% of Budget
		Budget	
IMPACT FEES			
Revenue			
	Parks	3,582	17.9%
	Police	6,633	44.2%
	Fire	18,963	252.8%
	Interest	7,001	0
	TOTAL	\$36,179	\$42,500
Expense			
	Parks	0	8,500
	Police	7,981	0
	Fire	33,620	0
	TOTAL	\$41,601	\$8,500
DEBT SERVICE - GENERAL FUND			
Revenue	Transfer from General Fund	\$0	\$990,767
Expense		\$156,608	\$990,767
GAS			
Revenue		1,047,690	6,478,000
Expense		939,233	6,445,004

Rachel Slusser, CMFO

GRANTS and PROJECTS

CMAQ - 109 to 52 to College St
College Street Sidewalks
Kirby Rd Paving
AFG - Assistance to Firefighters Grant
THSO - Police
TLETA - Police
VCIF - Police
LPRF - Local Parks and Recreation
Interstate Lighting I-65
TDOT - 109 Bypass North
TDOT - 109 Bypass South

ARPA
Water Resource Protection
Diesel Grant - Medium Truck
SIA Project Commodore
Railroad Crossing
Scatterville Rd Project
Airport DGA
Airport Land Acquisition Grant
Airport Annual Maintenance Grant
Airport Layout Plan

Value of Grants/Projects (without 109 Bypass)

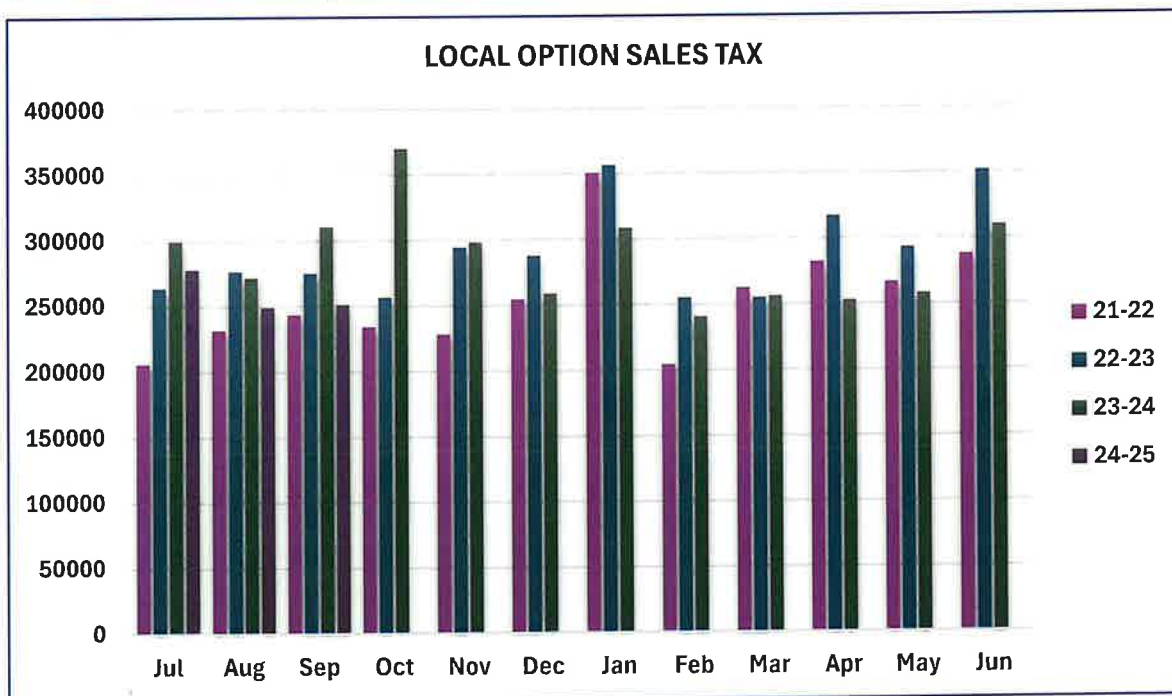
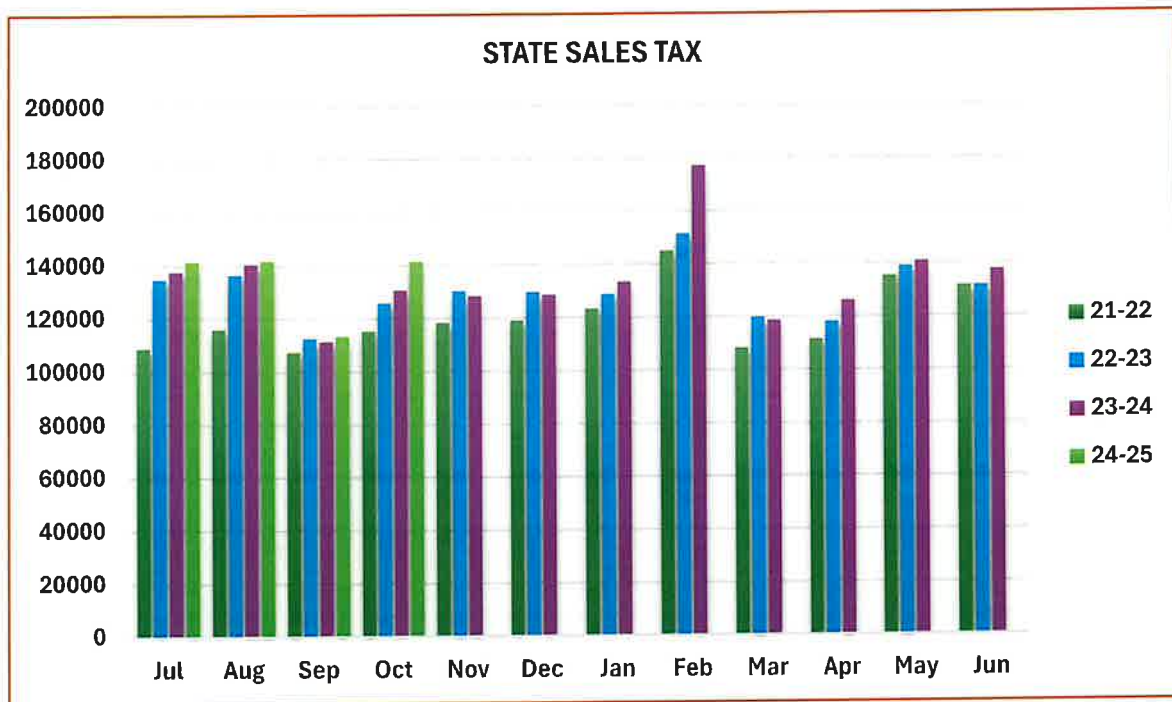
\$19,500,000.00

CAPITAL OUTLAY

Police	Police Cars X 4	On order
Public Works	Pickup Truck	✓
	Lawn Mower X 2	1 - ✓
	Mini Ex	
Animal Control	Pickup Truck	On order
	Outside Upgrades	
Parks	Golf Sign	
	Golf Mower	On order
	Heating unit at gym	
	Tables & Chairs	On order
	Camera System	
Stormwater	Pickup truck	✓
Water Dist	Truck X 2	1-✓, 1-on order
Sewer Collector	1 ton truck	✓
	Pickup truck	✓
Gas	Pickup truck X 2	1-✓

PROJECTS

Comprehensive Plan	In progress
Parks Maintenance Bldg	Contract Signed
Stormwater Bldg	In progress
Police Bldg Remodel	Contract Signed
Irrigation - Golf Course	In progress
Splash Pad	Hold for State (amend contract/rebid)
Gym Floor	In progress
Waterline - Hwy 52 to Searcy	Complete
System meter change out	On going
Wastewater Treatment Plant upgrade	In progress
Mason's Transmission Line	In progress
Oakhill Waterline	In progress
Oakhill Tank	In progress
Paving	On going
Wheeler Sidewalks	In progress
Dan Jenkins Bldg	Hold





Incident Type	Total Incidents	Percent
551 - Assist police or other governmental agency	1	0.54%
611 - Dispatched & canceled en route	9	4.84%
622 - No incident found on arrival at dispatch address	1	0.54%
700 - False alarm or false call, other	11	5.91%
733 - Smoke detector activation due to malfunction	2	1.08%
741 - Sprinkler activation, no fire - unintentional	1	0.54%
744 - Detector activation, no fire - unintentional	1	0.54%

Total Number of Incidents: 186

Total Number of Incident Types: 24

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '10/1/2024 12:00:00 AM' and '10/31/2024 11:59:59 PM'

Human Resources Monthly Report October 2024

New Hire Orientations	Oct	YTD
Full-Time	2	39
Re-Hires	0	1
Part-Time	0	9
Retirements	0	4
Severances		
• Voluntary	3	36
• Involuntary	0	2
Workers Comp Claims	0	9
Current open positions	9	



Monthly Report / October 2024
Jamie White, Parks Director
Tammy Groves, Assistant Parks Director
Trent Stephens, Park Maintenance Crew Leader
Marty Bullington, Golf Course Manager

Civic Clubs

Portland Youth Football League	In - Season
Portland Soccer Club	In - Season
Portland Baseball and Softball	Off Season

Parks and Recreation Programs and Events

Irrigation: Bid opening was on Friday October 4th. Set to sign the contract in the next couple of weeks.

Richland Gym Floor: Bid opening was on Friday October 18th. Second reading is December 2nd.

Splashpad: The bid came in at 1.8 million dollars over budget. We have reached out to TDEC for guidance on our options moving forward. First, is there additional money available from the State. Second, how we would move forward with the re-design process.

Maintenance Building: The contract has been signed and work has begun.

Scotty's Contracting and Stone finished paving and sealing the Richland Gym parking lot.

The Portland Chamber of Commerce Annual Golf Tournament at Dogwood Hills was held Thursday October 17th. We had a good turnout for this event.

The Westmoreland Chamber of Commerce hosted a Golf Tournament at Dogwood Hills on Saturday October 12th.

Portland Parks Department hosted Leadership Portland on Friday October 25th.

Trick or Treat in the Park was held on Thursday October 31st in Richland Gym. Due to the weather this event was moved to inside Richland Gym. The success of the event and how much easier it made it on the vendors it is being discussed moving the event into Richland Gym moving forward.

Portland Harvest Craft Show is set for Saturday November 9th from 9am to 4pm at Richland Gym. This is the 51st Annual Craft Show. We have 40 vendors inside and 25 vendors outside.

Visit with Santa is set for Saturday December 14th at Richland Gym from 10am to 12 noon.



OCTOBER 2024

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Cart Rentals	63	\$435.00
Concessions	547	\$1,012.00
Daily Rounds	894	\$24,900.00
Pro Shop	98	\$3,294.75
Total:		\$29,641.75



October 2024 Monthly Report

Incoming Calls to Planning Department	318
Number of Developer Meetings	10 meetings & 1 Cancellation
Number of Complaints / Violations	6
Number of Walk-ins	22
Number of IDT Submissions	25
Number of Sign Permits and Invoicing	4
Number of Other Meeting Attended	1
Number of Conceptual	1
Number of Preliminary Plats and Invoicing	1
Number of Final Plats Approved and Invoicing	2
BZA Board Members Present	4
BZA Agenda & Minutes	1
Number of Items on Agenda BZA	1
Planning Commission Agenda & Minutes	1
Planning Commission Board Members Present	8
Number of Items on Agenda Planning Commission	9
Number of Discussion Items on P.C Agenda	2
Open Records for Planning Department	10
Active Letters of Credit	27
Emails	909
File Archiving	1
Plat Certifications and pick up	1
Planning Commission Packets	8
Delivery of Packets	7

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

10/1/2024 TO 10/31/2024

CID ACTIVITY					
Cases Assigned	20	Interviews Conducted	51	Asset Forfeitures	0
Cases Inactive	2	Monitored Interviews	4	DCS/AOA	12
Cases Cleared	24	Search Warrants	7	Knock and Talk	20
Call outs	2	Judicial Subpoenas	5	Assist Patrol Units	1
Grand Jury Cases	0	General Sessions Cases	0	Forensic Interviews	0
Grand Jury Hours	0	General Sessions Hours	0	Fire Investigations	0
Juv Court Cases	0	Criminal Court Cases	0	CVSA Performed	2
Juv Court Hours	0	Criminal Court Hours	0		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	9	Government	7
E-mails	62	Public Housing	0
Grand Jury & DA Copies	5	Local	1
Arrest Reports	52	Incident Reports	99
Written Warnings	101	City Citations	81

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	56	WILDLIFE	0	DECLARED VICIOUS	0
ANIMALS PICKED UP	21	RETURNED TO OWNER OR RESCUE	11	BARKING COMPLAINT	0
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	4
DOGS	5	ANIMAL BITE ON ANIMAL	0	WILDLIFE/LIVESTOCK COMPLAINTS	1
CATS	1	ANIMAL BITE ON HUMANS	1	TICKETS/WARRANTS/ARRESTS	8
LIVESTOCK	0	EUTHANASIA	0	WARNINGS	2
		ADOPTIONS	4	REPORTS	9
SPECIAL ASSIGNMENTS	0	INTAKE	6		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	7	RESOLVED BY CONTACT/PHONE	4
NON-COMPLIANCE LETTERS	7	CITY COURTS DATES	1
NEW GRASS/RUBISH COMP	7	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	2	MAIL DELIVERY	18
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	9
FOLLOW-UP PARKING COMP	0	ARRESTS	1
VEHICLES (NON-COMP)	1	REPORTS	0
WORK ORDERS	2	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	7	Traffic Stop	0

CALLS FOR SERVICE					
911 HANG UP	23	DRUG INVESTIGATION	7	RIOT	0
911 MISDIAL	28	ESCORT	10	ROBBERY	0
911 MISDIRECT	0	EVADING	2	RUNAWAY	0
911 OPEN LINE	31	EXPARTE SERVICE	1	SCAM	5
ABANDONED VEHICLE	4	EXTRA PATROL	86	SCHOOL CHECK	13
ABUSE INVESTIGATION	0	FIELD INTERVIEW	3	SCHOOL ZONE	19
ACCIDENT INJURY	21	FIGHT	1	SEX OFFENDER REGISTRATION/VIOLATION	0
ACCIDENT INJURY HIT/RUN	0	FIREARM DENIAL	0	SEXUAL ASSAULT	1
ACCIDENT PROPERTY	34	FIREWORKS	0	SHOOTING	0
ACCIDENT PROPERTY HIT/RUN	3	FOLLOW-UP	48	SHOPLIFTING	1
ACCIDENT SERIOUS INCIDENT	1	FORGERY	0	SHOTS FIRED OR HEARD	4
ACTIVE SHOOTER	0	FRAUD	3	SOLICITOR	0
ADMIN INVESTIGATION	0	HANGING	0	SPECIAL ASSIGNMENT	4
AIRCRAFT EMERGENCY	1	HARASSEMENT	1	SPECIAL ASSIGNMENT COMMUNITY	2
ALARM	35	HOSTAGE SITUATION	0	STABBING	0
ALARM HOLD UP/PANIC	1	HOTEL CHECK	0	STALKING	0
ALARM SCHOOL LOCKDOWN	0	ILLEGAL DUMPING	0	STOLEN VEHICLE	5
ALARM TEST	0	INDENENT EXPOSURE	0	SUBDIVISION CHECK	0
ANIMAL CALL	46	INVESTIGATION	3	SUBJECT CHECK	22
APARTMENT CHECK	3	JUVENILE	9	SUICIDAL SUBJECT	2
ARMED SUBJECT	0	JUVENILE TRANSPORT	0	SUSPICIOUS INCIDENT	51
ARSON	0	KIDNAPPING	0	SUSPICIOUS PERSON	10
ASSAULT	3	KNOCK AND TALK	0	SUSPICIOUS VEHICLE	3
ASSIST CITIZEN	33	LAKE CHECK	1	TALK TO OFFICER	201
ASSIST EMS	13	LOCKOUT	1	TEST CALL	0
ASSIST FIRE	11	LOCKOUT URGENT	1	TEST CALL ALL AGENCIES	0
ASSIST OTHER AGENCY	38	LOST/FOUND PROPERTY	7	THEFT	8
ATTEMPT TO LOCATE	11	LPR HIT	2	THREATS	3
BARRICADED SUBJECT	0	MENTAL TRANSPORT	0	TRAFFIC COMPLAINT	4
BLUE TEAM REPORT	0	MISC. MATTER OF RECORD	6	TRAFFIC ENFORCEMENT	3
BOLO	8	MISSING ADULT	1	TRAFFIC HAZARD	13
BOMB THREAT	0	MISSING JUVENILE	3	TRAFFIC STOP	382
BURGLARY	0	NOISE COMPLAINT	10	TRAIN DERAILMENT	0
BUSINESS CHECK	122	OPEN DOOR	3	TRESPASS	5
CAR SEAT CHECK	0	OVERDOSE	3	TROUBLE @ PD	0
CHECKPOINT	0	PARK CHECK	34	UNAUTHORIZED USE OF VEHICLE	0
CITY CALL OUT	0	PARKING COMPLAINT	3	UNKNOWN SITUATION	1
CIVIL MATTER	9	PHONE MESSAGE	0	VANDALISM	0
CODE 99-OFFICER IN TROUBLE	0	PRISONER ESCAPE	0	VEHICLE BURGLARY	0
CODES	10	PRISONER TRANSPORT	0	VEHICLE CHECK	25
DAMAGE TO PROPERTY	7	PRIVATE PROPERTY TOW	0	VIOLATION CORRECTION VERIFY	9
DEATH INVESTIGATION	0	PROSTITUTION	0	VIO OF ORDER OF PROTECTION	2
DELIVER MESSAGE	6	PROWLER	0	WARRANT CIVIL	0
DISORDERLY CONDUCT	0	P.I.	1	WARRANT CRIMINAL	5
DISTURBANCE	6	RADIO COMMUNICATION	0	WEATHER RELATED ISSUE	0
DOMESTIC	20	RECKLESS DRIVER	36	WELFARE CHECK	13
DRILL	0	REFERRAL	4	GANG ACTIVITY	0
DUI	3	REPO	3	GAS DRIVE OFF	0

Total Calls for Service	1640
Total Written Warnings	101
Total Speeding Citations	39
Total all other city citations	42
Commercial vehicle enforcements	12
Total Arrest	59

**City of Portland
Office of Recorder
100 South Russell Street
Portland, Tennessee 37148**

Phone 615/325-6776 Ext. 245

September 2024 Monthly Report

2 Council Meetings

October 7th

6 - Council Members present
1 - Council Members absent
2 - Public Hearings
2 - Resolutions
10 - Ordinances

October 21st

6 - Council Members present
1 - Council Members absent
2 - Public Hearings
0 - Resolutions
8 - Ordinances

Work Study Meetings

0

Ad-Hoc Meetings

0

Liability Claims

2

Property Claims

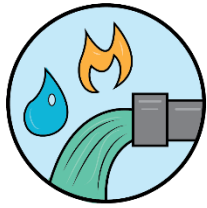
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Records Requested

13 (see attached)

October 2024 Open Records Request

Date Received	Person Requesting	Information Requested	Hours spent	Value	Total Billed	Request Denied
10/1/2024	Laurie Woods	104 W. Market all records on the address	>1 hour	10.00	\$0.00	
10/1/2024	Laurie Woods	108 W. Market all records on the address	>1 hour	10.00	\$0.00	
10/1/2024	Laurie Woods	106 W. Market all records on the address	>1 hour	10.00	\$0.00	
10/1/2024	Claryssa McClung	Ord 22-100	>1 hour	10.00	\$0.00	
10/2/2024	Kenyardia Sims	Vaughn Dr questions	>1 hour	10.00	\$0.00	
10/21/2024	Jonathan Crosby	fire records with Westland St	>1 hour	10.00	\$0.00	
10/21/2024	Thomas J Martin	Citation	>1 hour	10.00	\$0.00	
10/21/2024	Terrill Adkins	Dashcam fr minor crash report	>1 hour	10.00	\$0.00	
10/23/2024	Robert Fondren	Complete personnel file	>1 hour	10.00	\$0.00	
10/28/2024	Staci A. Strowger	County Address request - Police body cam	0	0.00	\$0.00	Denied
10/28/2024	Staci A. Strowger	County Address request - 911 call	0	0.00	\$0.00	Denied
10/30/2024	Michael Menendez	water line breaks	>1 hour	10.00	\$0.00	
10/31/2024	Curtis Williams	ISO report	>1 hour	10.00	\$0.00	



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

126B MORNINGSID DRIVE
PORTLAND, TENNESSEE 37148
Telephone (615) 323-1437

Portland Department of Utilities Work Report October 2024

Service Taps Issued

The WTP has a capacity of approximately 3.0 MGD. Existing peak demand plus all proposed development results in a projected peak demand of 3.718 MGD.

Single Taps

- Water: 3 taps
- Sewer: 1 tap
- Gas: 7 taps

Development Taps

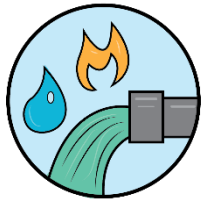
Utility	Original Letter	First Renewal	Second Renewal
Water	2	0	0
Sewer	1	0	0
Gas	0	0	0

City Projects

- Non-Competitive ARPA Grant Projects:
 - a. Masons 12" Connector Line – Water is 94% complete.
 - b. Oak Hill Water Line – Water is 97% complete.
 - c. Oak Hill Tank – Tank is 56% complete.
- Competitive ARPA Grant Projects
 - a. Regionalization Project – Partnership with Gallatin, Westmoreland, & CSBWUD – All entities have TDEC approved and have obtained all easements. Bid Opening for CSB and Westmoreland are December 16th, 2024; GPU is December 9th, 2024; PDU is January 15th, 2025.
 - b. Water Resource Protection Grant – WTP and City Lake Improvements – Design is 25%
- Hwy 52 12" Waterline – Water is complete and accepted. Final completion was 10/16/2024.
- WWTP Phase II Improvements – Construction is 92% complete.
- 2" Service Line Replacement – 5 out of 18 service lines have been replaced.
- 12" Waterline at CDJ Farms – 80% complete.

Private Development

- Sumner Pointe Apartments Magnolia Springs Blvd – Water is 95% complete. Sewer is 90%. (Total units = 64)
- 1001 & 1005 W Main St – 6" WL – Water is 90% Complete. Waiting on As-Built.
- Bakers Acres – Phase 1 is 100% complete and accepted.
- Parkside Pointe
 - Onsite Sewer – Wet Well has been installed and 30% of mains and manholes have been installed.
 - Offsite Water – 60% complete.
 - Force main – 85% complete.
- West Wood Brimstone Build – Woods Rd – 95% complete and waiting on As-builts.
- Hwy 52 #1 Lift Station – 80% Complete.
- Red River and Highland – 6" Waterline – 20% complete.
- Fire Meters Installed – Advanced Imaging, Nabholz, Daido Corp., Sumitomo Rubber North America, IPX Nashville, Advanced Plating, TN Stamping, North American Stamping Group, Al Neyer, Stevison Ham, New Breed Logistics, XPO Logistics



PORTLAND

Department of Utilities

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CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

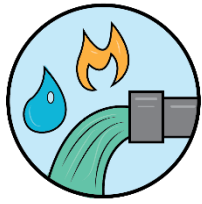
100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Office: (615) 323-1437

Gas Dept Monthly Report – October 2024

- October Gas Usage at each Gate Station:
 - Leath- 16806.22 MCF
 - TGT- 25976 MCF
 - Robertson Co- 2772.11 MCF
- 5 Gas Services installed consisting of 1,993ft of ¾" service line pipe
- 1 service line relocated
- 4 Gas Services Abandoned
- 5 service line risers replaced
- Replaced 2 valve boxes
- 2 Meter sets replaced due to gas leaks
- 8 Yard Repairs
- 2 Cathodic Protection Coating Repairs
- 301 meters inspected for Atmospheric Corrosion– TPUC Requirement
- System Valve Maintenance -TPUC Requirement
- Gathered GIS data on services installed 2022 and 2023 to assist in updating the Natural Gas System
- Gas Leak Investigations
- Various gas pressure checks
- Air Test Inspections
- Daily monitoring of Gate Stations and odorant injection
- Daily work orders and Tennessee One Calls
- Monthly Odorant Sniff Test – TPUC requirement



PORTLAND

Department of Utilities

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Portland, Tennessee

CITY OF PORTLAND
PORTLAND SEWER COLLECTION
JONATHAN HARRISON – SEWER COLLECTION SUPERVISOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
OFFICE: (615) 323-1437

Sewer Collections Monthly Report – October 2024

During the Month of October, the sewer department checks daily the 87 pump stations that are in the Collection System, which is required by TDEC and takes up a good portion of each day. We also locate TN 1 Calls that come in daily, and their number can vary from 0 to any number per day. Some TN 1 calls are Emergency Locates that require a 2hr response time, we had 3 of these this month and several “short notice” locates.

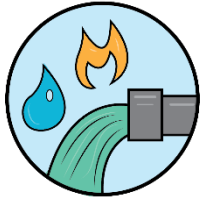
We had some “Service Calls” which resulted in rodding 4 service lines, and other calls were not related to sewer. Some of the calls this month were issues, the homeowner had with their plumbing or odors in the house. Two of the sewers rodded resulted in digging up and repairing the service taps. We had no new sewer inspections this month. We had 2 telemetry calls out due to alarm floats going bad and sending out false alarms. We had 2 after hours Call Out this month we had to respond to, and had 3 Caselle Work Order this month that were sent through city hall.

While checking the pump stations this month we found several problems. We pulled 8 clogged pumps, unstopped an air release valve and had a pumpstation cleaned out. We changed out 1 grinder pumps this month, 3 floats, 2 start caps, and a level controller. We continued to weed eating pumpstations and remove grease from them monthly. We also had to do a 14 pumpstation shut down while a main force main was moved for the installation of a replacement pumpstation on Hwy 52e. Besides checking the pumpstations we started to do draw-down tests on the pumpstations to check their flow rate.

We had other non-pumpstation related work such as repairing a split force main, we also replaced 3 broken cleanout boxes and 2 assemblies. We did 5-yard repairs and installed 4 new cleanout boxes on cleanouts that were installed. We also capped off 2 service lines for Demo permits. We installed 1 tew tap for a business on Kirby Rd, involving a road bore and coring a manhole. We had to replace a manhole casting on Magnolia Blvd. to perform a Vacuum Test and replace a broken manhole riser ring that was broken on Hwy 109.

This month we Finished the annual Lagoon cleanout at the WTP a week early, due to having to work on our Vactor several days and taking it to Shelbyville Tn for repairs. We CCTV mains and services for 4 demo permits locating taps and checking the condition of the service lines. We also located lines for cleanout installations and repairs to be made by building owners.

This month we had several meetings with contractors and preparing for upcoming repair projects. We had issues with 123 Gravel Lane getting them to repair their private pump, which led to a NOV and involvement from TDEC. We also had a surprise inspection with TDEC and the EPA together for sewer and the WWTP. I finished the Cyber Security Training, and we started Elements Training for the supervisors. We had 2 overflows and 1 release this month all were mechanical. Once these overflows stopped, we will clean up the debris and spread lime to the area. We went over “Personal Protective Equipment” or “PPE” for our safety training for the month.



PORTLAND

Department of Utilities

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CITY OF PORTLAND
PORTLAND WATER DISTRIBUTION
CHRIS GREER – WATER DISTRIBUTION SUPERVISOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
OFFICE: (615) 323-1437

Water Distribution Monthly Report – October 2024

(18) Service Leaks

(3) Main Leak

(5) New services installed

Meter Replacements (70+)

(3) Test Hole

(1) Blow off Replacement

(8) Area Test Shutdowns

Retire Mains (2)

Fire Hydrant Installation (1)

Yard Repair

Traffic

(4) Cut Off Lists

Locates



PORTLAND

Department of Utilities

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Portland, Tennessee

CITY OF PORTLAND

TIM SUDDARTH – WTP CHIEF OPERATOR

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776 ext.192

WTP Monthly Report – October 2024

- Submitted September 2024 DMR via the EPA CDX online portal.
- Submitted September 2024 MOR's and quarterly submittals via certified mail.
- Annual backwash lagoon cleanout finished on 10/4/24.
- Adjusted solar bee intakes once city lake was full.
- Corey Moss passed his Grade IV water treatment operator exam.
- Two backflow preventers were replaced by Rhino Plumbing.
- Installed a leaf fence at the WFDC intake to prevent leaves from clogging the intake.
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises @ WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.
- Produced 64,860,000 gallons of potable water for distribution to customers.



PORTLAND

Department of Utilities

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CITY OF PORTLAND

PORTLAND WASTEWATER TREATMENT PLANT

JENNIFER YOUNG – WWTP CHIEF OPERATOR

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Office: (615) 323-1437

Wastewater Treatment Plant Monthly Report – October 2024

Construction continues at the Water Reclamation Facility things are moving right along.

We continue with shutdowns and ties on the plant upgrade. We have a busy next few weeks with bigger shutdowns before the holiday. Electrical shutdowns, SBR #3 going into service, #2 Out of service. Aqua aerobics coming in as well. We are going to be looking at a repair on Decanter #1 as our Mixer broke from its holding cables and hit the decanter. The mixer has been replaced with all new tying/holding cables. Pista grit panel installation has started.



BOARD OF MAYOR AND ALDERMEN MINUTES

November 4, 2024 at 5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 5:01.

2. Prayer and Pledge

Omega PSI PHI Fraternity Inc - Omega Lambda Lambda Chapter 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, Asst. City Recorder Tracy Kizer

Absent: Alderman Hall

4. Approval of Agenda

Motion to: Approve

By: Alderwoman Thompson

Second: Alderwoman Holcomb

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

Absent: Alderman Hall

Motion Passed(voice vote)

5. Presentation

Presentation of proclamation to Omega PSI PHI Fraternity Inc - Omega Lambda Lambda Chapter.

6. Public Comment Period

- Dan Headrick - Ordinance 24-72 spoke against
- Kelly Smith - Ordinance 24-72 spoke against

7. Communications from Council Members

- Vice-Mayor McDowell thanked Alderwoman Barnes for serving on the City Council and this would be her last meeting.
- Alderwoman Thompson thanked Alderwoman Barnes for continuing to serve on the Sumner County School Board.
- Alderwoman Barnes expressed that she was thankful to have served and appreciated the hard work of all the employees and other council members.
- Brian Woodall thanked the Parks Department and City Hall for trick or treat on Halloween. Parks Department did a great job of moving the event because of the weather. Also, this Saturday, November 9, 2024, is the 51st Harvest Craft show at Richland Park from 9 to 4.

8. Mayor's Report

- Reminded everyone to check the location of their assigned precinct for tomorrow's election day, November 5, 2024.
- There will be four council seats on the ballot.
- The Council swearing will be Monday, December 2nd at 4 pm, followed by the Council meeting at 5 pm.
- He has had a discussion with the Deputy Director at TDEC about reclaimed raw water. There will be further discussion about a possible pilot project for Portland.

9. Consent Calendar

Motion to: Approve

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)

A. Approval of Minutes from October 21, 2024.

B. Ordinance No. 24-66 –Second Reading - An Ordinance to enter into an agreement with Eagle Golf and Athletics, Inc. for construction of the irrigation system at Dogwood Hills Golf Course.

C. Ordinance No. 24-67 – Second Reading - An Ordinance to enter into an agreement with Perdue Trucking and Excavating for the 2024 Sanitary Sewer Point Repairs Project at various locations near S Broadway.

10. Community Development – Alderwoman Megann Thompson - No Items

11. Finance – Alderwoman Penny Barnes

A. Ordinance No. 24-68 – First Reading – An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 24-32 for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

Motion to: Approve

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)

12. Fire Department – Vice Mayor Jody McDowell - No Items

13. Human Resources – Alderwoman Penny Barnes

A. Resolution No. 24-80 – A Resolution authorizing a new Vacation Accrual Policy for all full-time employees.

Motion to: Approve

By: Alderwoman Barnes

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)

B. Resolution No. 24-81 – A Resolution authorizing the City to implement a new Compensation and Classification Policy.

Motion to: Approve

By: Alderwoman Barnes

Second: Alderman Woodall

Discussion: Mayor Callis explained that the salary personnel would not be on the step plan as hourly employees. Alderwoman Barnes advised she has reviewed the policy multiple times and states that she feels comfortable with the policy.

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

Absent: Alderman Hall

Motion Passed(voice vote)

14. Legislative – Mayor Mike Callis
- No Items

15. Municipal Airport – Alderman Mike Hall

- A.** Ordinance No. 24-69 – First Reading – An Ordinance approving a contract between the Portland Airport Authority and the state of Tennessee Department of Transportation Aeronautics for contract participation in the South Apron Expansion.

Motion to: Approve

By: Alderwoman Thompson

Second: Alderwoman Holcomb

Discussion: Doug Hunter explained the project has been in the works for 10 years. This is the start of the 4 phases of the project.

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

Absent: Alderman Hall

Motion Passed(voice vote)

16. Parks & Recreation – Alderman Brian Woodall

- A.** Ordinance No. 24-70 – First Reading – An Ordinance to enter into an agreement with Southern Floor, Inc for construction of the new sports flooring for Richland Gym.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Thompson

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

Absent: Alderman Hall

Motion Passed(voice vote)

17. Planning & Codes – Alderwoman Megann Thompson
- No Items

18. Police Department – Alderman Drew Jennings

- A.** Resolution No. 24-79 – A resolution authorizing the use of License Plate Reader (LPR) cameras for the City of Portland.

Motion to: Approve

By: Alderman Jennings

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)

19. Public Works – Alderwoman LaToya Holcomb
- No Items

20. Utility Infrastructure – Alderman Brian Woodall

- A.** Ordinance 24-71 - 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.

Motion to: Discuss

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion:

- Mayor Callis shared water count information and reported that about 1/3 of the water customers are outside the City limits.
- Discussion was held about the cost of chemicals, cost of purchasing vs the selling price, increase of rate schedule and budget for purchasing water.
- Mayor Callis advised the Council that a negative fund balance cannot happen two years in a row.

Motion to: Table indefinitely

By: Alderman Jennings

Second: Vice-Mayor McDowell

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

Absent: Alderman Hall

- B.** Ordinance No. 24-72 – First Reading – An Ordinance to rescind and replace in its entirety Ordinance 23-61 with the following requiring all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025.

Motion to: Discuss

By: Alderman Woodall

Second: Vice-Mayor McDowell

Discussion: Alderman Jennings stated he intended for the non-profits and institutions to have complete exemption.

Motion to: Amend by giving complete exemption for all non-profits & institutions

By: Alderman Jennings

Second: Vice-Mayor McDowell

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

Absent: Alderman Hall

- C.** Resolution No. 24-75 - A Resolution authorizing the City to supplement its water supply long-term through the purchase of treated drinking water and install the necessary infrastructure.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion:

- Mayor Callis reviewed the meeting with Castalian Spring/Bethpage Utility about future purchasing of water.
- Mayor Callis explained the two options in the Resolution.
- Council members expressed their concern about the cost of purchasing water.
- Vice-Mayor McDowell questioned if the White House Utility District or Gallatin Utility have discussed further purchasing Portland's water system.
- Mayor Callis explained that WHUD would not purchase but assume the system and take over all debit and Portland would not be able to sell the system.

Motion to: Have Mayor Callis explore the potential of the White House Utility District taking over the Portland Water system.

By: Alderman Jennings

Second: Alderwoman Thompson

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

Absent: Alderman Hall

Motion passed (voice vote)

Mayor Callis advised the following:

- He would contact WHUD to explain that the council wants to know their interest in taking Portland water system.
- An answer from the White House Utility District (WHUD) would not happen quickly.
- This would not be an overnight transition. Instead, it would be a long process, taking months or years.
- During the process, Portland still has water issues that will have to be addressed.
- The ARPA project has to be completed by September 30, 2026.
- Decisions will have to be made about the water grants with Sumner County.
- Current water debt is approximately \$8 million.
- If WHUD is interested, we would need to have a special call meeting for discussion.

Motion to: Defer Resolution 24-75 until December meeting

By: Alderman Woodall

Second: Vice-Mayor McDowell

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

Absent: Alderman Hall

Motion passed (voice vote)

Mayor Callis made note that if this is pursued and the ARPA grant deadlines are missed and the transfer to WHUD falls through, there will be 28 million grant dollars lost.

- D.** Resolution No. 24-76 – A Resolution to rescind in its entirety Resolution 22-121 and replace with the members listed below for the Drought Management Group.

Motion to: Approve as amended

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: Mayor Callis suggested the listing should be changed to acting Vice-Mayor and no name listed. Director Bryan Price suggested changing the time frame to the end of term.

Motion to: Amend by saying current Vice-Mayor and expire at the end of their term.

By: Vice-Mayor McDowell

Second: Alderman Woodall

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

Absent: Alderman Hall

Vote to: Approve as amended

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

Absent: Alderman Hall

Motion Passed (voice vote)

- E.** Resolution No. 24-77 – A Resolution authorizing change order #4 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: Alderwoman Barnes

Discussion: Director Price explained the extension was due to the delay in completing the water tank.

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

Absent: Alderman Hall

Motion Passed(voice vote)

- F.** Resolution No. 24-78 - A Resolution defining the work to be completed as part of the \$5,000,000 American Rescue Plan Act (ARPA) Water Resource Protection Grant awarded March 7, 2024.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

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

Absent: Alderman Hall

Motion Passed(voice vote)

- G.** Discussion - Lead Service Line Inventory Director Price explained EPA program relating to lead/copper water lines:

- The City of Portland has no known lead service lines, only galvanized lines.
- The EPA requires a letter be sent to all service addresses.
- There will be a letter in front of the EPA written letter, explaining the City does not have any lead pipes.
- The City is not responsible for testing individuals or homes.
- Strongly advised the Council and employees to read the letter that will be sent out on November 15th, and be prepared for questions from citizens.

- H.** Discussion - Amend Municipality Code 18-407

Warren Garret explained that our Municipal Code will need to match the changed state language. There will be an Ordinance brought to the Council at the next meeting with the changes.

- I.** Discussion - Definition of "Development" and development offsite improvement vs fees.

Discussion was held about the classification of development and if everyone's definition is the same.

After much discussion, Mayor Callis advised he would send the Ordinances to Council members to review and make suggested changes. Mayor Callis also suggested a board be created to review exemptions.

- J.** Discussion - Sewer Consent Order

Director Price reviewed the Wastewater Treatment Plant's consent order from TDEC, the steps of the final phase, the importance of sewer point repairs and funding for repairs. The deadline is in February and submittal by November 30th. Director Price advised there are taps available in all zones.

Adjournment

Motion to Adjourn by Vice-Mayor McDowell; Second by Alderman Woodall;

Motion passed by voice vote to **adjourn at 6:33 pm.**

RESOLUTION

City of Portland, Tennessee

No. 24 – 83

A RESOLUTION PROVIDING FOR THE APPOINTMENT OF VICE-MAYOR TO SERVE FOR THE NEXT TWO YEARS

WHEREAS, on the first meeting after each regular biennial election the City Council shall choose from its memberships a Mayor Pro Tem; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that _____ is hereby designated to serve the City of Portland in the capacity of Vice-Mayor; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 – 84

A RESOLUTION PROVIDING FOR THE APPOINTMENTS OF ALDERMEN TO SERVE AS COUNCIL REPRESENTATIVES FOR VARIED DEPARTMENTS

WHEREAS, after each regular election it is important appoint liaisons between the Board of Aldermen and City Departments to help ensure the flow of information; and

WHEREAS, the following appointments will serve for the next two years; and

- Airport – Alderman Mike Hall
- Community Development – Alderwoman Megann Thompson
- Finance – Alderman Vince Ellis
- Fire – Alderman Jody McDowell
- Human Resources – Alderman Vince Ellis
- Parks – Alderman Brian Woodall
- Planning & Codes – Alderwoman Megann Thompson
- Police – Alderman Drew Jennings
- Public Works – Alderman Brian Woodall
- Utilities – Alderman Charles Cole

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the aforementioned is hereby designated to serve as council representatives; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 – 85

A RESOLUTION TO APPOINT MEMBERS TO THE AD HOC COMMITTEE

WHEREAS, An Ad Hoc Committee was appointed to study rates and fees; and

WHEREAS, After the recent election there is a need to appoint and reaffirm members to serve; and

WHEREAS, Alderman Brian Woodall, Alderwoman Megann Thompson, and Alderman Jody McDowell will serve on this committee without specified terms with Alderman Brian Woodall serving as Chairman; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Alderman hereby appoints the aforementioned to the Ad Hoc Committee; and

BE IT FURTHER RESOLVED, That this resolution shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 - 86

A RESOLUTION TO APPOINT ONE MEMBER TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

WHEREAS, The Portland Municipal Planning Commission is governed by the TCA and provides that the Mayor may appoint members and the City Council confirm the appointment; and

WHEREAS, due to a recent election one member of the Municipal Planning Commission will leave a vacancy on the board; and

WHEREAS, Mark Harrison has expressed an interest in filling the position and has consented to serve; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Mark Harrison is hereby appointed to fill a vacancy on the Planning Commission; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this

RESOLUTION

City of Portland, Tennessee

No. 24 – 87

A RESOLUTION TO ESTABLISH CITY COUNCIL MEETING AND PLANNING COMMISSION MEETING DATES FOR 2025

WHEREAS, the Municipal Charter of City of Portland, Tennessee, states that the City Council shall fix the time and place at which regular meetings of the City Council shall be held;

WHEREAS, the City of Portland’s Council meetings shall be held at 5:00pm on the first and third Monday of the month in Council Chambers at Portland City Hall; and

WHEREAS, the dates for 2025 City Council meetings are as follows:

January 6	July 21
February 3	August 4 & 18
March 3 & 17	September 15
April 7 & 21	October 6 & 20
May 5 & 19	November 3
June 2	December 1

WHEREAS, the City of Portland’s Planning Commission voted on the 2025 Planning Commission meeting schedule on November 12, 2024; and

WHEREAS, the City of Portland’s Planning Commission meetings shall be held at 5:00pm on the second Tuesday of the month in Council Chambers at Portland City Hall; and

WHEREAS, the dates for 2025 Planning Commission meetings are as follows:

January 14	July 8
February 11	August 12
March 11	September 9
April 8	October 14
May 13	November 12
June 10	December 9

WHEREAS, all regular City Council and Planning Commission meetings shall be opened to the public; and

WHEREAS, City Council and Planning Commission reserve the right to alter the schedule with proper notification: and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland hereby establishes the City Council and Planning Commission meeting dates for 2025.

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 – 89

A RESOLUTION OF THE CITY OF PORTLAND, TENNESSEE APPROVING GUIDELINES FOR ECONOMIC INCENTIVES AND AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND TO NEGOTIATE TAX INCENTIVES

WHEREAS, the Industrial Development Board (IDB) of the City of Portland has adopted a Standard PILOT Incentive Schedule as listed in Exhibit A; and

WHEREAS, the Board of Mayor and Aldermen wishes to authorize and approve the Industrial Development Board of the City of Portland, Tennessee to negotiate tax incentives and to publicly issue Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Mayor and Aldermen of the City of Portland hereby approves Exhibit A, Standard PILOT Incentive Schedule and authorizes the City of Portland Industrial Development Board to negotiate tax incentives as allowed under Tennessee State Code.

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

EXHIBIT A:

City of Portland, TN Standard PILOT Incentive Schedule

All Projects Are Reviewed on A Case-by-Case Basis

All Projects Are Reviewed for Community Compatibility

Level 1	
Eligibility: • Minimum capital investment of \$1 million • Creation of at least 25 new FT jobs • <i>Average wages must exceed 110% of the State average wage rate</i>	
Real Property Abatement: • Year 1: 100% abatement • Year 2: 50% abatement • Year 3: 25% abatement	Personal Property Abatement: • Year 1: 100% abatement • Year 2: 50% abatement
Level 2	
Eligibility: • Capital investment \$5 million • Creation of at least 25 new FT jobs • <i>Average wages must exceed 110% of the State average wage rate</i>	
Real Property Abatement: • Year 1: 100% abatement • Year 2: 100% abatement • Year 3: 50% abatement • Year 4: 25% abatement • Year 5: 25% abatement	Personal Property Abatement: • Year 1: 100% abatement • Year 2: 100% abatement • Year 3: 50% abatement
Level 3	
Eligibility: • Minimum capital investment \$20 million • Creation of at least 50 new FT jobs • <i>Average wages must exceed 110% of the State average wage rate</i>	
Real Property Abatement: • Year 1: 100% abatement • Year 2: 100% abatement • Year 3: 100% abatement • Year 4: 50% abatement • Year 5: 25% abatement • Year 6: 25% abatement • Year 7: 25% abatement • Year 8: 25% abatement	Personal Property Abatement: • Year 1: 100% abatement • Year 2: 100% abatement • Year 3: 100% abatement

ORDINANCE

City of Portland, Tennessee

No. 24 - 68

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 24-32 FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2024, and ending June 30, 2025.

Section 1. The budget amendment is as follows:

GENERAL FUND:

Expenditures	Streets	\$ 100,000 (Parking lot and lighting)
	Police	\$1,435,500 (Police building remodel)
	Police	\$ 7,900 (LPR camera x 1)
	Golf	\$ 238,000 (Irrigation)
	Community Development	\$ 20,000 (Travel to retail conference)
	Community Development	\$ 10,000 (Attorney for IDB policy)

IMPACT FUND

Expenditures	Police	\$ 7,900 (LPR cameras x 2)
	Police	\$ 8,000 (Drone)
	Fire	\$ 8,000 (Drone)
	Fire	\$ 25,639 (Security/camera system)

SANITATION

Expenditures	Building at convenience center (with electric)	\$ 10,000
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STORMWATER

Expenditures	Stormwater Building	\$ 259,000
	Lean-to for the Stormwater building	\$ 16,150

WATER AND SEWER

Expenditures	2024 Sewer Point Repairs	- \$ 265,000
	Repair to system	\$ 265,000 (Water Distribution)

BE IT ENACTED by the Board of Mayor and Alderman of Portland, Tennessee that this ordinance shall take effect from and after its passage, the welfare of the city requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 4, 2024

Notice Published: Portland Sun-11/19/14; Portland Leader-11/27/24

Public Hearing: December 2, 2024

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 24 – 91

A RESOLUTION TO ESTABLISH A PURCHASING CARD POLICY FOR THE CITY OF PORTLAND

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee wishes to establish policies and procedures for the use of purchasing cards (p-cards); and

WHEREAS, p-cards will be used for the procurement of materials and supplies for the operation of the City of Portland; and

WHEREAS, the p-card program will abide by the City of Portland Purchasing Policy; and

WHEREAS, the p-card program will be administrated by the Finance Director or his/her designee.

NOW, THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Portland that the attached Purchasing Card Policy is adopted.

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

CITY OF PORTLAND PURCHASING CARD PROGRAM POLICIES AND PROCEDURES

These are the policies and procedures to be followed regarding the City of Portland Purchasing Card (“p-card”) Program that is administered by ServisFirst Bank.

For any questions regarding these policies and procedures or the p-card program, contact the Finance Director or Assistant Finance Director, who are the program administrators for the City.

INTRODUCTION

The p-card program offers a significant variety of enhancements to procurement and accounting processes. The City's p-card program will enable cardholders who exercise fiduciary responsibility to conveniently purchase commodities and services directly from any vendor that accepts Visa. The City has selected the p-card as the payment method of choice to streamline the procurement, payment, and cost allocation processes.

The commercial card program is administered by the City of Portland Finance Department. The Finance Department has implemented purchasing controls and limitations on all cards within the commercial card program. Use of the card for personal purchases is strictly prohibited and subject to legal and/or disciplinary actions. The card or card number is not transferable and must be surrendered to an employee's department head if the employee is transferred to another department or upon termination of employment.

CORPORATE LIABILITY

The City of Portland P-card Program is a Visa with corporate liability. Corporate liability for all purchases is as defined as follows.

- Departments are not liable for charges made with a card resulting from card theft or other fraudulent use by third parties not employed by City of Portland.
- Departments are not liable for charges made by a terminated employee, once notice of termination is provided to ServisFirst.
- Departments are liable for all charges made by City employees.
- Details regarding dispute resolution and card administration procedures follow in this policy and procedures guide.

COMMERCIAL P-CARD PROGRAM OVERVIEW

Every cardholder's purchasing transactions will be visible via secure internet reporting tools. Every cardholder's purchasing activity will be monitored by the individual's department, the Finance Department, and the auditors. The Finance Department will have access to real-time purchase pre-authorization activity and the results of declined transactions thereof. Departmental administrators will reconcile transactions for all their department's card. The Finance Department reserves the right to adjust policies and procedures as needs evolve.

Automated data integration and general ledger posting to the Finance Department's current software reduces cost, eliminates errors, and consolidates payment processing. Comprehensive transaction and summary reporting will be utilized to assist the City in improving employee purchasing compliance, vendor supply-chain management, and regulatory reporting requirements.

HOW IT WORKS

The p-card simplifies both the procurement and disbursement processes. All purchases made with the p-card must follow the City of Portland Purchasing Policies and Procedures. ServisFirst will validate the transaction against pre-set limits established by the Finance Department and the individual Department Heads. Transactions are instantaneously approved or declined. If a transaction is declined, the cardholder may contact the program administrator to determine the reason and to try to resolve the issue.

ACQUIRING A P-CARD

City of Portland employees, who routinely purchase commodities and services, may be granted authority to receive a p-card. A Purchasing Card User Agreement form must be completed and returned to the program administrator to initiate ordering a p-card; this form will be kept on file in the Finance Department. A new card request will be made to ServisFirst. The cardholder is required to read and adhere to the Program Policies and Procedures.

MISUSE OF THE P-CARD

The p-card represents the City's trust in its employees as responsible persons who will safeguard and protect the interests of the City of Portland. As a cardholder, the employee assumes the responsibility for the protection and proper use of the p-card. The card should only be used by the individual whose name appears on the p-card. P-cards and p-card numbers must be safeguarded against use by unauthorized individuals within or outside the City of Portland.

The following situations are examples of misuse of the p-card.

- Purchases for the sole benefit of the employee
- Allowing vendors to store p-card information for future use
- Assignment or transfer of an individual p-card to another person
- Use of a p-card by a suspended or terminated employee
- Splitting a purchase to avoid a single-purchase limitation
- Use of the p-card for commodities or services restricted by the specific department
- Lack of proper and timely review, reconciliation, and expense reporting
- Lack of proper and timely submission of all purchase receipts

Note: The Finance Department and departmental supervisors have the authority and responsibility to suspend or terminate card privileges in instances of misuse or immediately upon voluntary or involuntary terminations of employment. Improper use of the p-card or administration thereof may result in disciplinary or legal action, up to and including termination of employment.

PURCHASING CARD AUDITS

To ensure the continued success of the p-card program and to meet the audit requirements of the City of Portland, the City's auditors and finance staff will make periodic audits to verify that commodities and services purchased have been received and that policies and procedures are being followed. Adequate documentation must be maintained to record all transactions at the source. If a receipt is lost, a missing receipt affidavit must be completed by the cardholder. Failure to meet audit standards may result in the loss of cardholder privileges.

DISPUTING A TRANSACTION

If a cardholder believes a transaction is disputable, they must first contact the merchant to attempt resolution before beginning the official dispute process. In most cases, the merchant will credit the account. If the dispute cannot be resolved, ServisFirst will follow standard regulations outlined by Visa. It is the departmental administrator's responsibility to dispute the charge. This needs to be completed as soon as possible after noticing the disputable charge.

PROGRAM BENEFITS

Summarizing and allocating expenses to the proper accounting codes will be completed by departmental administrators before turning into the Finance Department. The City's ability to reduce direct and indirect costs associated with managing the traditional purchase process is enhanced with p- card controls and integrated financial information. The City will also benefit from rebates from ServisFirst based on the City's annual spend. The annual rebate will be utilized for employee functions, such as periodic employee lunch.

Use of the p-card will benefit the City's vendors as well. Instead of waiting 7 to 30 days for payment, they will receive their money in as little as two days when they accept the p-card for payment.

Other benefits include:

- Comprehensive purchase transaction information;
- End of issuance of open purchase orders;
- Improved supplier relations;
- Reduction in paperwork and accounting errors;
- Simplified web reporting;
- Visibility in purchasing (who, what, when, where, etc.); and
- Visa acceptance.
- No credit application required to open a new charge account for a new purchase.

CARDHOLDER RESPONSIBILITY

Issuance of a p-card is a relationship of trust between cardholders, departmental administrators, and the City of Portland. It is important to remember that when using the p-card, taxpayer funds are being expended with the permission of the department head. The cardholder is held to the highest degree of trust and accountability. Enabling responsible employees to make approved purchases with the p-card fulfills the goal of reducing processes and associated costs in the procuring, approving, and paying for goods and services which are required.

The cardholder must obtain receipts for ALL purchases, credit card receipt and vendor receipt, and turn them in to the departmental administrator as soon as possible after the purchase. Failure to produce adequate legible receipts will be subject to scrutiny by the administrators, the finance department personnel, and the auditors. Proper forms of transaction documentation include an invoice, cash register receipt, sales slip, or in rare cases a handwritten receipt signed by an employee of the supplier/merchant. In the event a receipt is lost, a "Missing Receipt Affidavit" must be submitted in lieu of the receipt. The employee's department head or department head's designee will sign the "Missing Receipt Affidavit" of the employee's purchase. The employee's department head or department head's designee will sign all receipts of the employee's purchases.

LOST OR STOLEN P-CARDS

In the event of a lost, stolen, or mutilated p-card, cardholders should immediately notify their departmental administrator or the program administrator to obtain a replacement card.

RENEWAL OF EXPIRED P-CARDS

All renewals for expiring p-cards will be sent to the program administrator prior to the expiration date of the existing p-cards. Renewal p-cards will then be sent to the departmental administrators who will contact the cardholders directly for the exchange.

CARDHOLDER RESOURCES

To assist individuals with questions or problems they may have relating to the use of the p-card, each cardholder may contact their departmental administrator or the program administrators.

PURCHASING GUIDELINES

As an authorized user of the City of Portland p-card, the cardholder is also responsible for adhering to the following policy and procedures.

- Cash back, cash refunds or rebates are not allowed back to the cardholder. These transactions must be credited back to the card.
- The City of Portland Finance Department reserves the right to change merchant restrictions to ensure the success of the program.
- Any p-card may be revoked at any time, for any reason. Every effort will be made to make the p-card a valuable, useable tool for the cardholder, provided such cardholder follows the program as outlined.
- It is the goal of the City to have all transactions sales tax exempt. When applicable, it is the cardholder's responsibility to notify the supplier, at the time of the transaction, if it will be exempt from such tax.
- Splitting of transactions is not allowable (making one purchase into two or more just to stay within the City's purchasing limits). If there are transactions that might be best suited to be paid with the p-card, but are outside the limitations established, contact the departmental administrator or the program administrator. The p-card limits can be temporarily or permanently increased by the program administrator.
- If an authorized cardholder fails to turn in a receipt, he/she must complete a "Missing Receipt Affidavit" (included with these policies). Moreover, three (3) such failures to provide receipts may result in immediate cancellation of the authorized user's p-card privileges.

CITY OF PORTLAND
PURCHASING CARD
PROGRAM MISSING
RECEIPT AFFIDAVIT

I, _____, have either misplaced or not received a receipt
for a p- card purchase.

This form is submitted in lieu of the original receipt.

Vendor Name _____

Transaction Date _____

Transaction Amount _____

Item(s) Purchased _____

I certify that the goods shown above were purchased for City of Portland's operating purposes as
outlined in the policies and procedures for p-card use.

Cardholder Signature/Date

Department Head /Date

CITY OF PORTLAND
PURCHASING CARD
PROGRAM CARDHOLDER
AGREEMENT

I, _____, hereby acknowledge receipt of a City of Portland VISA issued by ServisFirst Bank. As a cardholder, I agree to comply with the terms of this agreement, including all of the City's policies and procedures included in the Purchasing Card Policy and Procedures Guide.

I understand that City of Portland is liable to ServisFirst for all charges.

I agree that I will not use the purchasing card ("p-card") or any p-card account number to make personal purchases for others or for myself. I understand that I am the only person authorized to use the card or the card number assigned to me. I will not authorize the use of this card by other City employees who may want to use it to make any purchases.

I understand that I will not request or receive cash back from suppliers as a result of exchanges, rebates, and/or refunds or for any other reason.

I understand that if I transfer to another department, I must notify my departmental administrator or the p-card program administrators immediately. I understand that the City can terminate my right to use the p-card at any time, for any reason. I agree to return my p-card to my department head immediately upon request or upon termination of my employment.

I have reviewed the City of Portland Cardholder Policy and Procedures Guide. I understand the procedures and requirements for using the p-card and for providing the required documentation for each transaction made on this card.

I understand that any violation of the terms of this agreement may result in disciplinary action, up to and including termination of employment. I understand that, where allowed by State and Federal law, the City may deduct from my compensation the money amount equal to the total of any discrepancies, of the total amount of any personal gain, and/or of any fees related to the collection of such money. I understand that the City may elect to collect this money even if the City no longer employs me.

Cardholder Signature/Date

Department Head or Official Signature/Date

Department

Card Spending Limit Requested

RESOLUTION

City of Portland, Tennessee

No. 24 – 92

A RESOLUTION REJECTING SPLASHPAD BID FOR THE 2023 LPRF GRANT

WHEREAS, the City of Portland was award a LPRF Grant from the Tennessee Department of Environment and Conservation (TDEC) for a new splashpad and new irrigation system; and

WHEREAS, as required by law, Portland bid the construction of a new splashpad; and

WHEREAS, the Grant budget for the splashpad was \$2,233,500.00; and

WHEREAS, the City received one bid from C&C Contracting LLC for \$4,115,000.00; and

WHEREAS, the bid was \$1,881,500.00 over budget; and

WHEREAS, Portland staff recommends rejecting the bid and redesigning the project.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland rejects the bid from C&C Contracting, LLC and agrees to designing the splashpad and rebid the project; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 24 – 74

First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY ORDINANCE 22-72 WITH TRI-DASH LOCAL INVESTORS, LLC, FOR THE DEVELOPMENT RICHLAND ESTATES, LOCATED ON N RUSSELL ST & VICTOR REITER PKWY IN PORTLAND, TENNESSEE, AND REPLACE WITH THE FOLLOWING.

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 Letters for Phase 1 and 2 (see Exhibit A), stating the Water and Sewer Systems have capacity for the Richland Estates Development 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

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 Richland Estates Development, located on N Russell St & Victor Reiter Pkwy, Tax Map 033A, Group D, Parcels 7.01 & 11.02, 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:

DEVELOPMENT AGREEMENT FOR RICHLAND ESTATES

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2024 by and between Tri-Dash Local Investors, 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 owns and desires to develop a 42-unit development, located on N Russell St & Victor Reiter Pkwy, Tax Map 033A, Group D, Parcels 7.01 & 11.02, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received letters for Phase 1 and 2 stating the existing Water System and existing Sewer System does not have capacity for the development and will require improvements to our System for the PROJECT, along with improvement fees, from the Portland Department of Utilities on the **13th** day of **August, 2021**, and the **21st day of November, 2024** (the “LETTERS”). A copy of the Letter is attached to this Agreement as Exhibit A. A copy of the revised capacity letter is attached to this Agreement as Exhibit B.; 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 the IMPROVEMENTS in accordance with this agreement and as per the PDU-approved Construction Plans.

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. Installation:

- i. The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 1,055 linear feet (LF) of 8-inch gravity sewer main, including but not limited to installation of 7 manholes, and all required appurtenances, the IMPROVEMENTS, in accordance with this agreement, the PDU-approved Construction Plans, and PDU Standard Specifications.

b. Developer's Contribution & Improvements Fees:

The DEVELOPER shall be required to pay the Sewer Developer's Contribution and Improvement Fees for each phase as stated in the LETTERS. These payments must be made prior to approval of the Final Plat for the specific phase:

i. Richland Estates Phase 1:

- a. Sewer Improvement Fees = **\$31,000** (As per the previously approved Developer's Agreement, dated November 2022)

ii. Richland Estates Phase 2:

- a. Sewer Improvement Fees = **\$6,000**
- b. Developer's Contribution = **\$6,000**

c. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$329,375** for the SEWER IMPROVEMENTS surety prior to approval of Final Plat Phase 1.

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 each of the surety amounts. Once the utility is accepted by the CITY, a 12-month maintenance surety that is 15% of the most-current SURETY amount 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 in the amount stated above for 12 months after PDU's acceptance date or the taps will not be issued.

B. Water Distribution System

a. Installation:

- i. The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete

approximately 2,225 linear feet (LF) of 8-inch water main and 80 LF of 6-inch water main, including but not limited to installation of 6 fire hydrants, and all required appurtenances, the IMPROVEMENTS, in accordance with this agreement, the PDU-approved Construction Plans, and PDU Standard Specifications.

b. Developer's Contribution & Improvements Fees:

The DEVELOPER shall be required to pay the Water Developer's Contribution and Improvement Fees for each phase as stated in the LETTERS. These payments must be made prior to approval of the Final Plat for the specific phase:

iii. Richland Estates Phase 1:

- a. Water Improvement Fees = **\$46,500** (As per the previously approved Developer's Agreement, dated November 2022)

iv. Richland Estates Phase 2:

- a. Water Improvement Fees = **\$9,000**
- b. Developer's Contribution = **\$4,500**

c. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$472,187.50** for the WATER IMPROVEMENTS surety prior to approval of Final Plat Phase 1.

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 each of the surety amounts. Once the utility is accepted by the City, a 12-month maintenance surety that is 15% of the most-current SURETY amount 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) **\$43,000** as the PROJECT's share of the cost of the SEWER IMPROVEMENTS, (ii) **\$60,000** as the PROJECT's share of the cost of the WATER IMPROVEMENTS, and (iii) a total SURETY amount of **\$801,562.50** for 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. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$209,000.00** for PUBLIC WORKS IMPROVEMENTS prior to approval of Final Plat Phase 1.

- i. Stormwater: **\$80,000**
- ii. Streets: **\$79,000**
- iii. Sidewalks: **\$25,000**
- iv. Lighting: **\$25,000**

Any surety for Public Works will be kept and renewed each year until the City has inspected and approved the 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.

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

EXHIBIT A



CITY OF PORTLAND
BRYAN PRICE P.E. – UTILITIES DIRECTOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Address: bprice@cityofportlandtn.gov

Zach Wilkinson
1065 Rapids Road
Portland, Tennessee 37148

Date: 8/13/2021

Re: **UTILITY SERVICE REQUEST PHASE 1**
SEWER AND WATER
VICTOR REITER PKY AND N RUSSELL ST, SUMNER COUNTY – MAP 33A, GROUP D, PARCEL 11.02 & 7.01

Portland Department of Utilities (PDU) has completed its review of your application for Utility Service (Sewer & Water) for the above referenced location for a proposed thirty six (36) unit development. Please see below for availability of services.

SEWER:

The system does currently have the capacity for a proposed thirty six (36) unit development. Offsite improvements are not required for thirty-six (36) units. The sewer improvement fees, capacity fees, and tap fees will be required.

WATER:

The system does have the capacity for thirty-six (36) taps once improvements are made. Once Improvements are completed, operating pressures for the development will average 52-35 psi.

The existing waterline along Victor Reiter Pky and N Russell St is a six (6) inch main. The City's minimum requirement in the City limits is eight (8) inch diameter for adequate fire protection. To service the proposed development, PDU will require the existing six (6) inch main to be increased to an eight (8) inch water main from the western most property line on Victor Reiter Pky, then running east and turning south at the intersection of N Russell St, all the way to the southernmost property line on N Russell St (~1,100 feet). This will entail eight (8) inch C900 PVC or Ductile Iron and all associated appurtenances.

This letter states PDU's ability to service the parcel in question. No approval of any services or main line extension is indicated. Construction plans would be required to be submitted and approved. An individual Residential Service Availability Request Form must be completed prior to the purchase of a water tap for any lot within this subdivision once the water line installation is complete and accepted. This capacity letter shall expire within twelve (12) months of the date of the letter.

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

Sincerely,

Bryan S. Price, P.E.
Utilities Director
BSPAV000431PHASE 1

cc.

Darlene Baker, City of Portland
Tracy McGowan, City of Portland



CITY OF PORTLAND
ZECHARIAH ROWLEY – ENGINEER TECHNICIAN
126B MORNINGSIDE DRIVE
PORTLAND, TENNESSEE 37148
Telephone (615) 323-1437
Email Address: zrowley@cityofportlandtn.gov

Zach Wilkinson
1065 Rapids Road
Portland, Tennessee 37148

Date: 11/21/2024

Re: **RICHLAND ESTATES PHASE 2**
WATER AND SEWER CAPACITY LETTER
VICTOR REITER PKWY AND N RUSSELL ST, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 33A, GROUP D, PARCEL 6.00, 7.01, AND 11.02

Portland Department of Utilities (PDU) has completed its review of your application for water and sewer for the additional 6 residential lots for the development at the above-referenced location. Please see below for the capacity details.

WATER:

According to the modeling report, it was determined that the system does have the capacity for the proposed development after improvements are made. PDU will require the existing six (6) inch main to be increased to an eight (8) inch water main from the westernmost property line on Victor Reiter Pkwy, then running east and turning south at the intersection of N Russell St, all the way to the southernmost property line on N Russell St. This will entail 1,200 feet of eight (8) inch C900 PVC or Ductile Iron and all associated appurtenances.



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 \$4,500** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$9,000** towards water

improvement fees as per Ordinance 23-15. The developer will be required to upgrade the six (6) inch along Victor Reiter and N Russell St.

Developer's Contribution:
Single Family Residence – 6 Units
6 Units x \$750 = **\$4,500**

Improvement Fee:
Single Family Residence – 6 Units
6 Units x \$1,500 = **\$9,000**

SEWER:

According to the modeling report, it was determined that the system does have capacity for the proposed development. Also, 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 **\$6,000** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$6,000** towards sewer **improvement fees** as per Ordinance 23-15. The improvement fee and contribution fee must be made prior to the Construction Plans being approved. The payment was calculated as follows:

Developer's Contribution:
Single Family Residence – 6 Units
6 Units x \$1,000 = **\$6,000**

Improvement Fee:
Single Family Residence – 6 Units
6 Units x \$1,000 = **\$6,000**

Please note that as per 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. 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.

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 Residential Service 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,



Zechariah Rowley
ZFRAV000431PHASE2

cc.
Business Office
PDU Office Staff

RESOLUTION
City of Portland, Tennessee

No. 24 - 88

A RESOLUTION TO APPROVE THE FINAL ADJUSTING CHANGE ORDER IN THE INCREASED AMOUNT OF \$8,239.65 FOR THE CONTRACT WITH JETTON PROPERTY GROUP FOR THE CITY'S STORMWATER BUILDING

WHEREAS, the City of Portland approved the original contract amount of \$250,650.00 with Jetton Property Group for the construction of the City's Stormwater Maintenance Building; and

WHEREAS, The final Change Order revises the original contract amount by adding the following items:

- (1) walk door into open bays (Not on plans)
- Ice maker for refrigerator. (Not on plans)
- Waterline and drain for ice machine. (Not on plans)
- CAT 6 cable (not on plans)
- 30 amp for air compressor (not on plans)
- Private party 1 inch (1") conduit for fiber in with CEMC electric and CEMC uconnect. (Not on plans)
- Slop sink under stairs. (Not on plans)
- Drywall, paint, and trim upstairs (Not on Plans)
- Install appliances. (Not on Plans)
- Extra cabinets and countertop by ice maker (Not on plan)

Change Order Increase Amount	+\$8,239.65
Original Contract Amount	\$250,650.00
TOTAL NEW CONTRACT AMOUNT	\$258,889.65

WHEREAS, The Change Order shall increase the contract amount by \$8,239.65, which shall adjust the contract amount to \$258,889.65 due to additional work required at the request of the City after the original contract was awarded in ordinance number 24-17; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland to approve the Final Adjusting Change Order with Jetton Property Group in the increased amount of **\$8,239.65**; 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
Page 1 of 1

Resolution No. 24-88

INVOICE



Service Address

132 Stevinson Ham
Rd.
Portland, Tn 37148

Bill To

City Of Portland
100 South Russell St.
Portland , Tn 37148
(615) 561-9062

Jetton Property Group, LLC

468 Fowler Ford Road
Portland, TN 37148
Phone: (615) 714-4131
Email: invoices@jettonhomes.com
Web: jettonhomes.com

Payment terms 14 Days
Invoice # 1132
Date 10/08/2024
PO # 132
Business / Tax # 88-2099491

Description	Rate	Quantity	Total
Change order to building package	\$8,239.65	1	\$8,239.65
-Add walk door into open bays. (Not on plan)			
-Add ice maker for refrigerator. (Not on plan)			
-Add waterline and drain for ice machine. (Not on plan)			
-Add CAT 6 cable (not on plan)			
-Add 30amp for air compressor (not on plan)			
-Add private party 1 inch conduit for fiber in with Cemc electric and Cemc uconnect. (Not on plan)			
-Add slop sink under stairs. (Not on plan)			
-Add drywall, paint, trim upstairs.			
-Install appliances. (Not on Plan)			
-Extra cabinets and countertop by ice maker (Not on plan)			

Subtotal \$8,239.65

Total **\$8,239.65**

Notes:

Public works building.

Payments should be made by check and mailed to:
468 Fowler Ford Road,
Portland, TN 37148.

If you prefer to pay via credit card, PayPal, or ACH, please contact our office at 615-714-4131. We will then resend you an invoice that includes the applicable processing fees and this payment option turned on.

Please note: Any invoice that is overdue will incur an additional fee of 10% for every 14 days it remains unpaid.

Jetton Property Group LLC

City Of Portland

ORDINANCE

City of Portland, Tennessee

No. 24 - 72

Second Reading

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY ORDINANCE 23-61 WITH THE FOLLOWING REQUIRING ALL EXISTING FIRE LINES WITHIN THE CITY OF PORTLAND WATER DISTRIBUTION SYSTEM TO BE METERED BY JANUARY 31, 2025

WHEREAS, on April 17, 2023, the City of Portland received an Order from the Tennessee Water and Wastewater Financing Board (“the Board”) for excessive water loss in Fiscal Year 2021 and on October 9, 2023 received notification from the Board of another Order for excessive water loss in Fiscal Year 2022; and

WHEREAS, the Board defines water loss as non-revenue water must be less than 40% and water loss is calculated by the total produced and/or purchased minus water sold; and

WHEREAS, the City’s water loss was 41.5% for Fiscal Year 2021 and 42.7% for Fiscal Year 2022; and

WHEREAS it the City is required to lower water loss by TCA §§ 68-221-1009(a)(8)

In the case of public water systems, to investigate public water systems whose water loss as reported in the public water system's audit is excessive as established by rules promulgated by the Board and to require those public water systems to take appropriate actions to reduce water loss to an acceptable level as determined by the Board; and

WHEREAS, all existing fire lines, **except all non-profits and government/educational institutions**, shall be required to install a meter as per the Department of Utilities Standard Detail W-20 **except for the exemption stated below**; and

~~WHEREAS, the existing non-profits and government/educational institutions will not be required to install a fire line meter, but will be required to pay a percentage of the flat rate specified in Ordinance 23-72, as described below:~~

- **~~Existing non profits — 5% of the proposed flat fee, based on the fire line size~~**
- **~~Existing government/educational institutions — 15% of the proposed flat fee, based on the fire line size~~**

~~WHEREAS, no connections or taps are allowed on fire lines for any other purpose than fire protection. If it is determined that taps are upon the existing fire line for purposes other than fire protection, the full flat monthly fee as per Ordinance 23-72 will be charged; and~~

~~WHEREAS, known customer side leaks must be fixed within sixty (60) days; and~~

~~WHEREAS, fire lines will require regular inspections by City personnel to look for leaks; and~~

~~WHEREAS, Sprinkler testing/flushing company must supply number of gallons used during flushing for purpose of water loss report. If it is determined that the number of gallons for sprinkler testing/flushing are not reported, the full flat monthly fee as per Ordinance 23-72 will be charged; and~~

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to require all existing fire lines, **except all non-profits and government/educational institutions**, within the City of Portland water distribution system to be metered by January 31, 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: November 4, 2024

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 - 73

First Reading

AN ORDINANCE TO AMEND SECTION 407 OF TITLE 18 OF THE CITY OF PORTLAND'S MUNICIPAL CODE WITH THE FOLLOWING LANGUAGE REFERENCING THE TIME FOR COMPLIANCE ON BACKFLOW PREVENTERS

WHEREAS, this ordinance amends Section 18-407 of the City of Portland's Municipal Code and deletes all current language listed in Section 18-407 and replaces with the following:

18-407. Time for compliance. Any person who now has cross connections, auxiliary intakes, by-passes, or interconnections in violation of the provisions of this chapter, or it is determined that a cross-connection device is needed, shall be allowed a reasonable time within which to comply with the provisions of this chapter. After a thorough investigation of existing conditions and an appraisal of the time required to complete the work, the amount of time shall be designated by the Director of the Portland Public Water System or the designated agent, depending on the degree of hazard, but **in no case shall the time for correction exceed ninety (90) days. (90 days maximum for low hazard, 14 days maximum for high-risk high hazards)** The failure to correct conditions threatening the safety of the public water system as prohibited by this chapter and the Tennessee Code Annotated, § 68-221-711, within a reasonable time and within the time limits set by the Portland Public Water System shall be grounds for denial of water service. If proper protection has not been provided no more than **ninety (90) days**, the utility shall give the customer legal notification that water service is to be discontinued and shall physically separate the public water system from the customer's on-site piping system in such a manner that the two systems cannot again be connected by an unauthorized person subject to the right of a due process hearing upon timely request. The due process hearing may follow disconnection when the risk to public health and safety in the opinion of the Utilities Director, or the designated agent, warrant disconnection prior to a due process hearing.

Based on the seriousness of the hazard and risk of contamination, the maximum allowable time for correction will **no more than 90 days. Those sites deemed high risk high hazard are corrected within a maximum limit of 14 business days, preferably immediate correction. If the conditions do not satisfy the ordinance within (90), (14) days, water service will be discontinued.**

In the case of backflow prevention devices on fire systems, the fire marshal shall be contacted before water service is discontinued, to prevent harm to anyone in case a fire occurred in a public building. The fire marshal can condemn the building, thus not allowing anyone to

enter. Water service will not be allowed to the establishment until all corrections have been made and all conditions of the policy/ordinance have been satisfied.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to amend Section 18-407 and revise with the language listed above; 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:

RESOLUTION

City of Portland, Tennessee

No. 24 – 75

A RESOLUTION AUTHORIZING THE CITY TO SEEK THE NECESSARY FUNDING REQUIRED TO COMPLETE A 23-MILE TREATED WATER TRANSMISSION LINE FROM GALLATIN TO PORTLAND

WHEREAS, the City has sought multiple options over multiple decades to supplement its drinking water needs; and

WHEREAS, the City of Portland in a collaborative effort with other utilities was successful in obtaining \$28-million in federal funding to go towards a 23-mile treated water transmission line from Gallatin to Portland that would supply up to 2mgd to Portland; and

WHEREAS, increased funding has been requested from the State since current engineering estimates are showing a project funding shortfall of over \$15-million placing the project in jeopardy; and

WHEREAS, for this project to be completed by the 2026 deadline construction will need to start early 2025 with funding in place; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the City of Portland, Tennessee, will seek the necessary funding from any available source to ensure this project is completed.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 24 – 90

A RESOLUTION TO EXPLORE THE POSSIBILITY OF ALLOWING THE WHITE HOUSE UTILITY DISTRICT TO ABSORB THE PORTLAND WATER SYSTEM FOR THE PURPOSES OF SECURING ADEQUATE WATER FOR THE FUTURE OF THE COMMUNITY

WHEREAS, the City of Portland currently does not have an adequate source of raw water to provide for a growing region within two counties; and

WHEREAS, at the October 7, 2024, Council meeting, it was asked if another utility would be interested in absorbing the Portland water system. On October 8, 2024, an email was sent to the City of Gallatin and the White House Utility District (WHUD) relaying the Council discussion, asking if either were interested in absorbing the Portland water system or possibly collaborating by each taking a portion; and

WHEREAS, at the November 4, 2024 Council meeting, a non-resolution vote was taken to show that the City is interested in relinquishing its water system and is willing to consider a proposal from WHUD. After the meeting, an email was sent to WHUD sharing the result of the meeting; and

WHEREAS, on November 7, 2024, the mayor along with the city attorney met with representatives of WHUD to begin understanding what data would be needed for review of the system; and

WHEREAS, on November 12, 2024, Gallatin utilities communicated their willingness to help if they were needed. They were told that since Portland would be providing data to WHUD, that same data would be shared with them; and

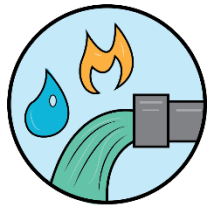
NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that Portland will seriously explore allowing the White House Utility District to absorb the Portland water system; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

DEPARTMENT OF UTILITIES

100 S RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone (615) 323-1437

November 21, 2024

Re: Leak Detection within the Portland Water System

To: Residents/Business Owners within the Area of Leak Detection Survey

In receipt of this letter, it has been determined you live within or adjacent to an area or area(s) of interest for leak detection.

The City of Portland is implementing best industry practices for water conservation by performing a leak detection survey to locate leaks throughout the water distribution system. A leak detection survey is a type of field investigation in which Leak Detection Specialists inspect the water infrastructure using specialized equipment to identify and locate any leaks occurring throughout the system.

The City of Portland has contracted E-Source to perform this investigation starting December 2nd, 2024 and will last 3 to 4 weeks. E-Source Leak Detection Technicians may be in your neighborhood at our discretion and under general supervision. They may be wearing headphones and carrying listening rods or other special equipment. With this equipment, they will be listening to hydrants, system valves, and meters underground. Their work will typically be during the day but may also be at night when noise is reduced.

This work should not affect traffic flow or cause any water outages. This is investigative work only.

Small or hidden leaks that are not visible at the surface can add up and increase water loss. This type of field investigation will help us identify and locate hidden leaks so that we can repair them. It is considered an industry best practice for reducing water losses and increasing system efficiency.

Please contact our office at 615-323-1437 if you have any questions or concerns.

Thank you,
Portland Department of Utilities

CITY OF PORTLAND, TENNESSEE

2024 CONNECTION TO WESTMORELAND

SUMNER COUNTY, TENNESSEE

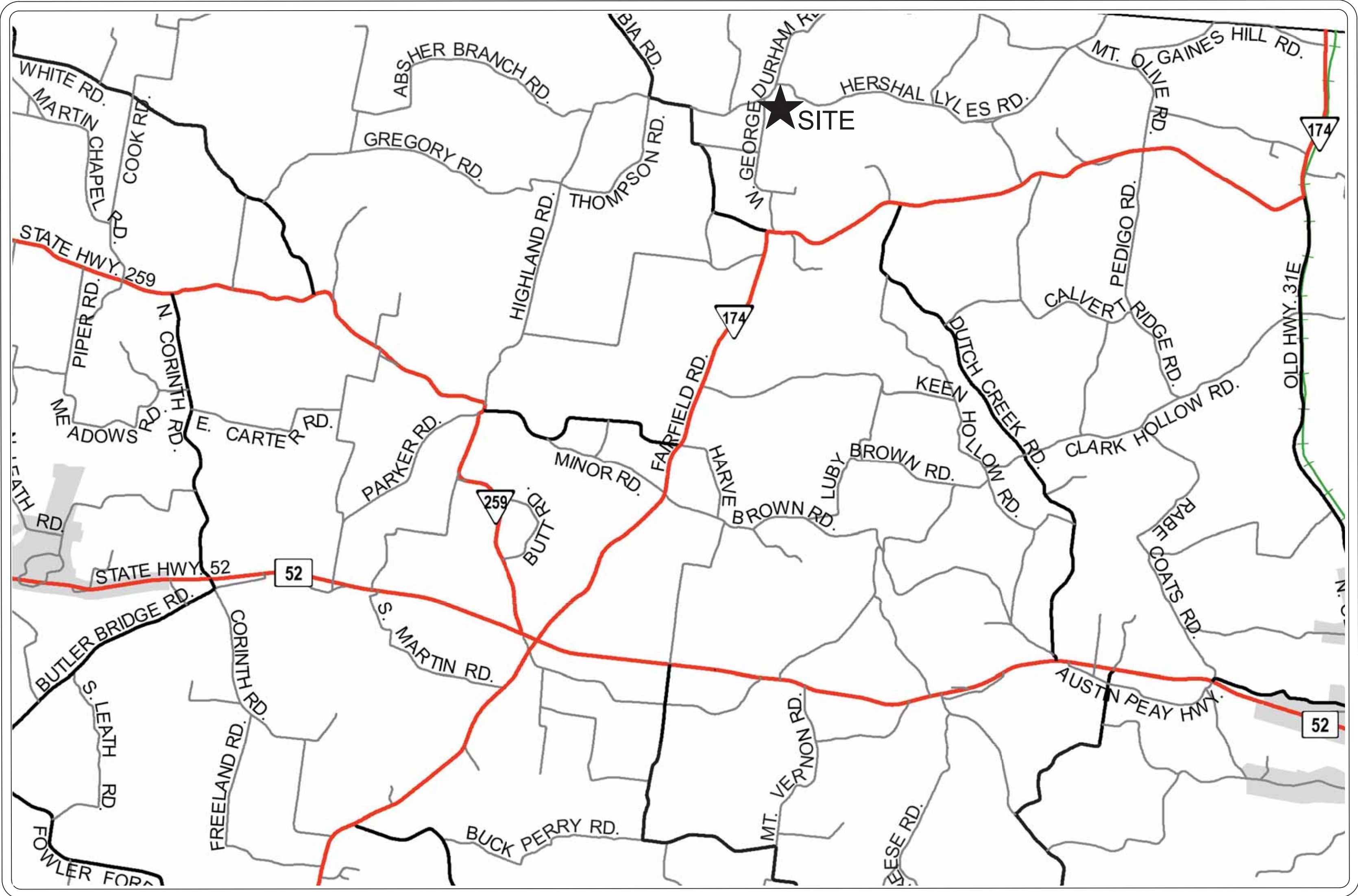
NUBIA RD TO HERSCHAL LYLES RD

TYPE	YEAR	LINE SECTION	SHEET No.
PRELIM	2024		1

CITY OF PORTLAND

MAYOR AND BOARD OF ALDERMEN

- MIKE CALLIS
- MAYOR•
- JODY MCDOWELL
- VICE MAYOR•
- PENNY BARNES
- ALDERWOMAN•
- MIKE HALL
- ALDERMAN•
- DREW JENNINGS
- ALDERMAN•
- LATOYA HOLCOMB
- ALDERWOMAN•
- MEGANN THOMPSON
- ALDERWOMAN•
- BRIAN WOODALL
- ALDERMAN•



SHEET INDEX	
C001	COVER SHEET
C001	GENERAL NOTES
C200	PROPOSED WATER MAIN - "LINE A"
C201	PROPOSED WATER MAIN - "LINE B"
C900	DETAILS
C901	DETAILS



UTILITY PROVIDERS

SANITARY SEWER

PORTLAND DEPARTMENT OF UTILITIES

100 RUSSELL STREET

PORTLAND, TN 37148

615-323-1437

ELECTRIC

CEMC - CUMBERLAND ELECTRIC MEMBERSHIP CORP.

207 S. BROADWAY

PORTLAND, TN 37148

615-325-4172

WATER

PORTLAND DEPARTMENT OF UTILITIES

100 RUSSELL STREET

PORTLAND, TN 37148

615-323-1437

TELEPHONE & FIBER

AT&T

333 COMMERCE STREET

NASHVILLE, TENNESSEE 37201

615-214-6525

NATURAL GAS

PORTLAND DEPARTMENT OF UTILITIES

100 RUSSELL STREET

PORTLAND, TN 37148

615-323-1437

CABLE

COMCAST

MORNINGSIDE DRIVE

PORTLAND, TN 37148

615-325-7347

SITE LOCATION MAP

NOT TO SCALE



DW20240890

APPROVED FOR CONSTRUCTION

THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE

TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION

DIVISION OF WATER RESOURCES

AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER

Cindy Chidester

10/17/2024

THIS APPROVAL SHALL NOT BE CONSTRUED AS CREATING A PRESUMPTION OF CORRECT OPERATION OR AS WARRANTING BY THE COMMISSIONER THAT THE APPROVED FACILITIES WILL REACH THE DESIGNED GOALS.

APPROVAL EXPIRES ONE YEAR FROM ABOVE DATE



Call 811 Before You Dig!

PORTLAND DEPARTMENT OF UTILITIES

PDU

Portland, Tennessee

CITY OF PORTLAND

DEPARTMENT OF UTILITIES

C000

COVER SHEET

GENERAL NOTES FOR WATER SYSTEM CONSTRUCTION

- THE CONTRACTOR SHALL RESTORE ALL CULVERTS, FENCES, WALLS, HEDGES, SHRUBS, FLOWERING TREES, FRUIT TREES, SIGNS, LIGHT POSTS, POWER POLES, STREET MARKERS, MAILBOXES, WATER LINES, GAS LINES, GAS AND WATER METERS AND BOXES (INCLUDING SHUTOFFS), PROPERTY CORNER MARKERS, AND LAWNS DISTURBED BY CONSTRUCTION OPERATIONS TO THEIR ORIGINAL CONDITIONS.
- IN EASEMENTS, CONTRACTOR SHALL PROTECT AND RESTORE SAID PROPERTY TO A CONDITION SIMILAR OR EQUAL TO THAT EXISTING AT THE BEGINNING OF CONSTRUCTION.
- THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA, AND HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO DO SO.
- PERMANENT PAVEMENT REPAIR SHALL BE DESIGNATED AS A PART OF THIS CONTRACT. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE TEMPORARY REPAIR AND MAINTENANCE OF STREETS AND DRIVEWAYS UNTIL THE PROJECT IS SUBSTANTIALLY COMPLETE. THIS ALSO INCLUDES THE PULLING OF DITCHES AND RESTORING SHOULDERS DAMAGED DURING CONSTRUCTION.
- CONTRACTOR SHALL CLOSELY COORDINATE ALL CONSTRUCTION WITH OWNER OR DESIGNATED PROJECT REPRESENTATIVE.
- CONTRACTOR SHALL NOTIFY OWNER AT LEAST ONE DAY IN ADVANCE PRIOR TO WORK WHICH WILL PLACE RESIDENTS OUT OF WATER SERVICE.
- ALL MATERIALS REMOVED OR REPLACED SHALL BE DISPOSED OF BY THE CONTRACTOR EXCEPT FOR THE HYDRANTS.
- CONTRACTOR SHALL NOTIFY THE CITY OF PORTLAND, TN UTILITIES DIRECTOR PRIOR TO INITIATING CONSTRUCTION ON THE WATER SYSTEM AND SHALL BE RESPONSIBLE FOR ISOLATING PROJECT AREAS FROM REMAINDER OF WATER SYSTEM DURING CONSTRUCTION.
- EXISTING WATER SERVICES WILL BE CONNECTED TO THE PROPOSED WATER LINE. CONTRACTOR TO INSTALL PROPOSED MUNICIPEX SERVICE LINE AND METER BOX, AND RECONNECT CUSTOMER PRIVATE SERVICE LINE, AS DIRECTED BY RESIDENT PROJECT REPRESENTATIVE (CITY TO INSTALL NEW WATER METER).
- ALL EXISTING UTILITIES ARE TO REMAIN IN SERVICE WHILE THE PROPOSED LINE IS BEING LAID AND PLACED INTO SERVICE.
- A DEFLECTION OF 5 DEGREES PER JOINT IS ALLOWABLE, FOR DIP UP TO 12" DIAMETER.

GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING PUBLIC OR PRIVATE UTILITY LINES, INCLUDING BUT NOT LIMITED TO PAVING, WATER LINES, WASTEWATER COLLECTION SYSTEMS, STORM SEWERS AND TRAFFIC SIGNALS DURING CONSTRUCTION.
- CONTRACTOR SHALL GIVE THE PROJECT REPRESENTATIVE TWO (2) WORKING DAYS NOTICE OF BEGINNING CONSTRUCTION.
- ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE AND DEBRIS SHALL BE HAULED OFFSITE BY THE CONTRACTOR. INCLUDE COST OF THIS WORK, INCLUDING HAUL, IN OTHER ITEMS OF THIS PROJECT.
- CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.
- CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES. CONTRACTOR SHALL NOTIFY UTILITIES 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTACT TENNESSEE ONE CALL (800) 351-1111.
- CONTRACTOR SHALL CONFINE ALL WORK EFFORTS WITHIN THE DESIGNATED PROPERTY, RIGHT-- OF--WAY, OR EASEMENTS UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER.EXTREME CARE SHOULD BE EXERCISED WITHIN ADJACENT PROPERTY TO PROTECT THE EXISTING TREES AND FENCES.
- CONTRACTOR IS RESPONSIBLE FOR THE REPAIR OF DAMAGES CAUSED TO ANY EXISTING FACILITIES.
- ALL CONSTRUCTION WHICH HINDERS TRAFFIC OR REQUIRES TRAFFIC DIVERSION SHALL BE AS PER GUIDELINES SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
- CONTRACTOR SHALL RESTORE FENCES, LANDSCAPING, IRRIGATION SYSTEM AND CONTROLS, AND ANY OTHER SURFACE FEATURES IMPACTED BY THE CONSTRUCTION OF PROPOSED IMPROVEMENTS ON EXISTING UTILITIES. THIS WORK SHALL BE INCIDENTAL TO THE BID PRICE FOR EACH ITEM OF WORK.
- UTILITY CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL FIRE HYDRANTS, WATER VALVES AND BLOWOFF BOXES TO FINAL GRADE AFTER COMPLETION OF PAVING IMPROVEMENTS.
- CONTRACTOR SHALL ALLOW FOR INGRESS AND EGRESS TO BUSINESSES AT ALL TIMES.

GENERAL EROSION PROTECTION AND SOIL CONSERVATION (EPSC) NOTES

- FEMA PANEL NUMBERS: SUMNER COUNTY UNINCORPORATED AREAS, 47165C0134G, 04/17/2012, AND 47165C0175G, 04/17/2012
- SILT FENCE SHALL BE INSTALLED ADJACENT TO EXCAVATED AREAS IN WHICH NATURAL VEGETATION IS NOT SERVING AS A SUITABLE SEDIMENT BARRIER OR IN AREAS WHERE NATURAL VEGETATION IS NOT PRESENT.
- SILT FENCE WITH WIRE BACKING SHALL BE INSTALLED ADJACENT TO BLUE LINE STREAMS.
- SILT FENCE SHALL BE INSTALLED DOWNGRADE OF EXCAVATED AREAS AND SHALL BE CONSTRUCTED ON CONTOUR AND WITH "J-HOOKS" TO ENCOURAGE SHEET FLOW.
- ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S SHALL BE CONSTRUCTED ACCORDING TO EROSION AND SEDIMENT CONTROL DETAILS. SEE DETAIL SHEET CU502.
- ROCK CHECK DAMS SHALL BE PLACED ALONG WET WEATHER CONVEYANCES WHERE PIPELINE CONSTRUCTION IS IN CLOSE PROXIMITY OF CONCENTRATED FLOWS.
- ALL SLOPES 35% OR STEEPER SHALL BE STABILIZED WITH EPSC MATTING OR SOD. SLOPES STEEPER THAN 35% MUST BE STABILIZED WITHIN 7 DAYS OF STOPPAGE IN WORK TO THE AREA.
- NOTE THAT ALL DISTURBED AREAS MUST BE STABILIZED WITHIN 14 DAYS OF ANY STOPPAGE IN WORK TO THE AREA.
- CONTRACTOR SHALL REPAIR/REPLACE ANY EPSC MEASURES THAT ARE FAILING OR IN DISREPAIR AS INDICATED ON THE TWICE WEEKLY TDEC CONSTRUCTION INSPECTION REPORT (APPENDIX C OF THE CONSTRUCTION GENERAL PERMIT) AND/OR WHEN NOTIFIED BY THE CITY STORMWATER INSPECTOR. THESE REPAIRS/REPLACEMENTS MUST BE IN ACCORDANCE WITH THE CONSTRUCTION GENERAL PERMIT TIMELINE AND/OR THE TIMELINE PROVIDED BY THE CITY STORMWATER INSPECTOR.
- CONTRACTOR SHALL REPAIR/REPLACE ANY EPSC MEASURES THAT ARE FAILING OR IN DISREPAIR AS INDICATED ON THE 72-HOUR TDEC CONSTRUCTION INSPECTION REPORT AND/OR WHEN NOTIFIED BY THE CITY STORMWATER INSPECTOR.
- ALL DEWATERING PRACTICES ON THE SITE MUST COMPLY WITH TDEC BMP MANUAL'S DEWATERING CRITERIA INDICATED IN SECTION 7.21.

TELEPHONE NOTES
AT&T/SWBT FACILITIES

- THE LOCATIONS OF AT&T/SWBT FACILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL CALL TENNESSEE 811.
- WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF AT&T/SWBT FACILITIES, ALL EXCAVATIONS MUST BE ACCOMPLISHED USING NON--MECHANIZED EXCAVATION PROCEDURES. WHEN BORING, THE CONTRACTOR SHALL EXPOSE THE AT&T/SWBT FACILITIES.
- WHEN AT&T/SWBT FACILITIES ARE EXPOSED, THE CONTRACTOR WILL PROVIDE SUPPORT TO PREVENT DAMAGE TO THE CONDUIT DUCTS OR CABLES. WHEN EXCAVATING NEAR TELEPHONE POLES, THE CONTRACTOR SHALL BRACE THE POLE FOR SUPPORT.
- THE PRESENCE OR ABSENCE OF AT&T/SWBT UNDERGROUND CONDUIT FACILITIES OR BURIED CABLE FACILITIES SHOWN ON THESE PLANS DOES NOT MEAN THAT THERE ARE NO DIRECT BURIED CABLES OR OTHER CABLES IN CONDUIT IN THE AREA.

PROJECT NOTES

- ALL SURFACE ELEVATION CAME FROM TENNESSEE STATE LIDAR.
- ALL PROPERTY LINES CAME FROM SUMNER COUNTY GIS.
- CITY OF PORTLAND EXISTING UTILITIES ARE SHOWN BASED OFF CITY'S GIS.
- CITY OF WESTMORELAND EXISTING UTILITIES ARE AN APPROXIMATION. CONTRACTOR TO VERIFY LOCATION IN THE FIELD.
- ALL STRUCTURES SHOWN ARE TAKEN FROM GOOGLE EARTH IMAGERY.
- ALL RIGHT OF WAY WIDTHS ARE FROM SUMNER COUNTY HIGHWAY DEPARTMENT.
- ALL PAVEMENT WIDTHS ARE FROM GOOGLE EARTH IMAGERY.

EPSC AND SWPPP NOTES
GENERAL NOTES FOR CREEK CROSSING

- ALL SURFACE WATER FLOWING TOWARD THE EXCAVATION OR FILL WORK SHALL BE DIVERTED, PIPED OR FLUMED TO THE DOWNSTREAM SIDE OF THE WORK. THIS CAN BE ACCOMPLISHED THROUGH UTILIZATION OF COFFERDAMS OR CONSTRUCTED BERMS IN CONJUNCTION WITH A PIPE OR FLUME. COFFERDAMS MUST BE CONSTRUCTED OF SANDBAGS, CLEAN ROCK, STEEL SHEETING OR OTHER NON-ERODIBLE MATERIAL.
- TEMPORARY EROSION CONTROL MEASURES MUST BE IN PLACE BEFORE EARTH MOVING OPERATIONS BEGIN, MAINTAINING THROUGHOUT THE CONSTRUCTION PERIOD AND REPAIRED, IF NECESSARY, AFTER RAINFALL. SILT FENCE MUST BE INSTALLED ALONG THE BASE OF ALL FILLS AND CUTS, ON THE DOWNHILL SIDE OF STOCKPILED SOIL, AND ALONG STREAM BANKS IN CLEARED AREAS TO PREVENT EROSION INTO STREAMS. THEY MUST BE INSTALLED PARALLEL TO THE STREAM CHANNEL, ENTRENCHED AND STAKED, AND EXTEND THE WIDTH OF THE AREA TO BE CLEARED. THE BALES AND/OR SILT FENCE MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY BUT MUST BE REPLACED AT THE END OF THE WORKDAY.
- BACKFILL ACTIVITIES MUST BE ACCOMPLISHED IN A MANNER WHICH STABILIZES THE STREAM BED AND BANKS TO PREVENT EROSION. BACKFILL MATERIALS SHALL CONSIST OF SUITABLE MATERIALS FREE OF CONTAMINANTS. ALL CONTOURS MUST BE RETURNED TO PRE-CONSTRUCTION CONDITIONS. THE COMPLETED WORK MAY NOT DISRUPT OR IMPOUND STREAM FLOW.
- SLURRY WATER PUMPED FROM WORK AREAS AND EXCAVATIONS MUST BE HELD IN SETTLING BASINS OR TREATED BY FILTRATION PRIOR TO INITIAL DISCHARGE INTO SURFACE WATERS. WATER MUST BE HELD IN SEDIMENT BASINS UNTIL AT LEAST AS CLEAR AS THE RECEIVING SEDIMENTATION BASINS SHALL NOT BE LOCATED CLOSER THAN 20 FEET FROM THE TOP BANK OF A STREAM. SEDIMENT BASINS AND TRAPS SHALL BE PROPERLY DESIGNED ACCORDING TO THE SIZE OF THE DRAINAGE AREAS OR VOLUME OF WATER TO BE TREATED.
- CHECK DAMS SHALL BE UTILIZED WHERE RUNOFF IS CONCENTRATED. CLEAN ROCK, LOG, SANDBAG OR CHECK DAMS SHALL BE PROPERLY CONSTRUCTED TO DETAIN RUNOFF AND TRAP SEDIMENT.
- CLEARING, GRUBBING AND OTHER DISTURBANCE TO RIPARIAN VEGETATION SHALL BE LIMITED TO THE MINIMUM NECESSARY FOR SLOPE CONSTRUCTION AND EQUIPMENT OPERATIONS. UNNECESSARY VEGETATION REMOVAL IS PROHIBITED. ALL DISTURBED AREAS SHALL BE PROPERLY STABILIZED AS SOON AS PRACTICABLE.
- STREAMS SHALL NOT BE USED AS TRANSPORTATION ROUTES FOR HEAVY EQUIPMENT. CROSSINGS MUST BE LIMITED TO ONE POINT AND EROSION CONTROL MEASURES MUST BE UTILIZED WHERE THE STREAM BANKS ARE DISTURBED. WHERE THE STREAM BED IS NOT COMPOSED OF ROCK, A PAD OF CLEAN ROCK MUST BE USED AT THE CROSSING POINT. ALL TEMPORARY FILL MUST BE COMPLETELY REMOVED AFTER THE WORK IS COMPLETED.
- CONSTRUCTION DEBRIS MUST BE KEPT FROM ENTERING THE STREAM CHANNEL.
- ALL SPILLS OF PETROLEUM PRODUCTS OR OTHER POLLUTANTS MUST BE REPORTED TO THE APPROPRIATE EMERGENCY MANAGEMENT AGENCY AND MEASURES SHALL BE TAKEN IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE, INCLUDING GROUNDWATER.
- UPON ACHIEVEMENT OF FINAL GRADE, THE DISTURBED STREAM BANK SHALL BE STABILIZED WITH RIP-RAP (MIN. SIZE=2"). ALL OTHER DISTURBED SOILS MUST BE STABILIZED AND RE-VEGETATED WITHIN 30 DAYS BY SODDING OR SEEDING AND MULCHING. SEED TO BE UTILIZED SHALL INCLUDE COMBINATION OF ANNUAL GRAINS AND GRASSES, LEGUMES, AND PERENNIAL GRASSES. LIME AND FERTILIZER SHALL BE APPLIED AS NEEDED TO ACHIEVE A VEGETATIVE COLOR.
- UPON COMPLETION OF CONSTRUCTION, THE STREAM SHALL BE RETURNED AS NEARLY AS POSSIBLE TO ITS ORIGINAL, NATURAL CONDITION.

BEST MANAGEMENT PLAN (BMP) FOR
STORM WATER DISCHARGES FOR LINE INSTALLATION

CONTRACTOR SHALL PROVIDE FOR CONTROL DEVICES TO PREVENT DISCHARGES OF CONTAMINATED WATER INTO THE WATERS OF THE STATE. THESE PREVENTION AND CONTROL DEVICES SHALL INCLUDE EROSION CONTROL AND SILTATION DEVICES AS DESCRIBED IN THE DETAILS AND SPECIFICATIONS IN ADDITION THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING ITEMS:

- IF THE PROJECT WARRANTS AND NO ALTERNATE SANITARY FACILITIES ARE AVAILABLE PROVIDE TEMPORARY SANITARY SEWAGE FACILITIES FOR ALL EMPLOYEES ON SITE.
- NO FUEL OR HAZARDOUS CHEMICALS SHALL BE STORED ON SITE. ALL ON SITE FUELING SHALL TAKE PLACE BY FUEL TRUCK. CONTRACTOR SHALL PROVIDE ABSORBENT MATERIALS IN THE EVENT OF A SPILL.
- RE-SEED AND RE-VEGETATE ALL DISTURBED AREAS AS SOON AS PRACTICAL AFTER INSTALLATION OF LINE TO PREVENT EROSION AND SILTATION.
- EROSION AND SILTATION DEVICES SHALL BE MONITORED IN A WEEKLY BASIS AND AFTER ANY RAIN EVENT. ANY DEFICIENCIES IN DEVICES SHALL BE CORRECTED IMMEDIATELY.
- REFER TO STANDARD DETAILS FOR EROSION AND SILTATION DEVICES.

GAS FACILITIES NOTES

CAUTION: UNDERGROUND GAS FACILITIES

LOCATIONS OF GAS MAIN LINES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. SERVICE LINES ARE USUALLY NOT SHOWN. OUR SIGNATURE ON THESE PLANS ONLY INDICATES THAT OUR FACILITIES ARE SHOWN IN APPROXIMATE LOCATION. IT DOES NOT IMPLY THAT A CONFLICT ANALYSIS HAS BEEN MADE. THE CONTRACTOR SHALL CONTACT TENNESSEE 811.

WHEN EXCAVATING WITHIN EIGHTEEN INCHES (18") OF THE INDICATED LOCATION OF GAS FACILITIES, ALL EXCAVATION MUST BE ACCOMPLISHED USING NON -- MECHANIZED EXCAVATION PROCEDURES.

WHEN GAS LINES ARE EXPOSED, SUFFICIENT SUPPORT MUST BE PROVIDED TO THE FACILITIES TO PREVENT EXCESSIVE STRESS ON THE PIPING. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UNDERGROUND FACILITIES.

MATERIAL SCHEDULE FOR PROJECT		
ITEM	UNIT	QUANTITY
6" C900 PVC DR14	LF	3,675
6" GATE VALVES	EA	7
6" x 4" REDUCER	EA	5
4" CAP	EA	2
4" TAPPING SLEEVE AND VALVES (TSV)	EA	3
5 1/4" HYDRANT	EA	4
6" TEE	EA	3
4" GATE VALVE	EA	1
6" TAPPING SLEEVE AND VALVE	EA	1

ELECTRICAL NOTES

WARNING: OVERHEAD ELECTRICAL LINES

OVERHEAD LINES MAY EXIST ON THE PROPERTY. THE LOCATION OF OVERHEAD LINES HAS NOT BEEN SHOWN ON THESE DRAWINGS AS THE LINES ARE CLEARLY VISIBLE, BUT YOU SHOULD LOCATE THEM PRIOR TO BEGINNING ANY CONSTRUCTION THE FOLLOWING IS A GENERAL LIST OF RIGHT OF WAY (ROW) GUIDELINES AND RESTRICTIONS FOR CEMC'S (CUMBERLAND ELECTRIC MEMBERSHIP CORP.) RIGHTS OF WAY. THIS LIST DOES NOT INCLUDE ALL RESTRICTIONS OR SITUATIONS. ANY ACTIVITY WITHIN THE ROW WHICH MAY AFFECT CEMC'S OPERATIONS OR EASEMENT RIGHTS MUST BE REVIEWED BY THE CEMC RIGHT OF WAY TEAM AND WRITTEN APPROVAL OBTAINED. PLEASE CONTACT THE RIGHT OF WAY TEAM IF YOU HAVE ANY QUESTIONS. CEMC'S NO OBJECTION TO USE THE PROPERTY ENCUMBERED BY A TRANSMISSION LINE ROW DOES NOT IN ANY WAY DIMINISH OR REDUCE THE EASEMENT RIGHTS ACQUIRED BY CEMC. CEMC'S NO OBJECTION DOES NOT RENDER AN OPINION AS TO THE OWNERSHIP OF THE UNDERLYING FEE OR RELIEVE ANYONE FROM THE OBLIGATION TO OBTAIN APPROPRIATE LANDOWNER, ENVIRONMENTAL, LAND-USE, REGULATORY OR OTHER APPROVALS.

- ANY STRUCTURES, BUILDINGS, MOBILE HOMES, SEPTIC SYSTEMS, TANKS (ABOVE OR BELOW FLAMMABLE MATERIAL, TREES, AND ALL OTHER OBJECTS WHICH, IN CEMC'S OPINION, INTERFERES WITH THE RIGHT OF WAY OR OPERATION OF THE TRANSMISSION LINE(S) PRESENT ARE NOT ALLOWED WITHIN THE LIMITS OF THE CEMC EASEMENT.
- FENCES AND GATES MUST BE INSTALLED MORE THAN 25' FROM ANY POLE, TOWER, GUY WIRE OR GUY ANCHOR AND MUST BE APPROVED BY THE RIGHT OF WAY TEAM BEFORE INSTALLATION. GATE OPENINGS SHOULD BE AT LEAST 16" WIDE. IF YOU WISH TO LOCK THE GATE, PLEASE CONTACT THE RIGHT OF WAY TEAM SO THAT CEMC MAY ALSO INSTALL A LOCK.
- IRRIGATION SYSTEMS USED FOR FARMING THAT TRAVEL ACROSS CEMC ROWS OR UNDER CEMC TRANSMISSION LINES MUST BE APPROVED BEFORE INSTALLATION
- ALL PLANS FOR GRADING ACTIVITIES ON CEMC'S ROWS MUST BE SUBMITTED TO CEMC FOR APPROVAL BEFORE CONSTRUCTION BEGINS. ACTIVITIES WHICH MAY REQUIRE GRADING INCLUDE BUT ARE NOT LIMITED TO: ROADS, DRIVEWAYS, PARKING LOTS, PONDS, UNDERGROUND UTILITY LINES OR FACILITIES, DRAINAGES, ETC. NO GRADING IS PERMITTED WITHIN 25' OF ANY POLE, TOWER, GUY OR GUY ANCHOR. GRADING PLANS SHOULD BE SUBMITTED IN BOTH .PDF AND .DXF FORMATS.
- CEMC GROUND CLEARANCE TO TRANSMISSION LINE CONDUCTORS (WIRES) MUST NOT BE VIOLATED.
- STORAGE OR STOCK-PILING OF DIRT OR OTHER MATERIALS ON CEMC ROWS IS NOT PERMITTED.
- SEDIMENTATION CONTROL, RE-VEGETATION AND RESTORATION ARE REQUIRED FOR LAND DISTURBING PROJECTS.
- NO EQUIPMENT SHOULD BE OPERATED WITHIN THE CEMC ROW THAT WOULD ENDANGER THE TRANSMISSION LINE OR NEARBY PERSONS OR PROPERTY. ALL APPLICABLE LAWS INCLUDING STATE AND OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS MUST BE FOLLOWED, INCLUDING THOSE RELATED TO CONSTRUCTION ACTIVITIES NEAR ENERGIZED ELECTRIC FACILITIES.
- NO BLASTING WILL BE ALLOWED FOR THIS PROJECT.
- ANY UNDERGROUND LINES OR PIPES MUST BE BURIED DEEP ENOUGH THAT THEY WILL WITHSTAND REPEATED CROSSING BY HEAVY EQUIPMENT. CEMC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO A BURIED PIPE OR LINE. ALL BURIED PIPES OR LINES MUST BE IDENTIFIED BY PERMANENT MARKERS AT REGULAR INTERVALS ALONG THE ROW.
- SYSTEMS, CATHODIC OR OTHERWISE, THAT COULD INTERFERE WITH OR DAMAGE THE TRANSMISSION LINE TOWERS OR FOUNDATIONS MAY NOT BE INSTALLED.

PORTLAND DEPARTMENT OF UTILITIES (PDU)

STANDARD NOTES:

- ALL WATER AND SEWER LINES SHALL BE INSTALLED AND TESTED AS PER THE CITY OF PORTLAND STANDARD SPECIFICATIONS.
- ALL EXISTING SERVICES ALONG THE EXISTING SEWER & WATER MAINS SHALL BE CONNECTED TO THE NEW MAIN. FOR WATER, THE NEW SERVICE SHALL INCLUDE THE REPLACEMENT OF THE SERVICE LINE FROM THE MAIN TO THE EXISTING METER. FOR SEWER, THE NEW SERVICE SHALL INCLUDE THE REPLACEMENT OF THE SERVICE LINE FROM THE MAIN TO THE EDGE OF RIGHT-OF-WAY. A NEW SIX (6) INCH CLEANOUT ASSEMBLY, AND NEW CONCRETE CLEANOUT BOX WITH CAST IRON FRAME AND LID.
- ALL WATERLINES SHALL BE BLUE DR 14 C900 PVC OR DUCTILE IRON PIPE
- ALL GRAVITY SEWER LINES AND FITTINGS SHALL BE GREEN SDR 26 PVC OR PROTECTO 401 LINED DUCTILE IRON PIPE. ALL FORCE MAINS SHALL BE GREEN SDR 21 PVC.
- WHERE NEW MAINS ARE INSTALLED PARALLEL TO EXISTING MAINS, THE EXISTING MAINS SHALL BE CUT, CAPPED, AND ABANDONED IN PLACE AS PER PDU REQUIREMENTS.
- ALL VALVES ABANDONED IN PLACE SHALL HAVE THE VALVE BOX REMOVED AND THE GROUND RETURNED TO ITS PREVIOUS CONDITION. IF VALVE WAS IN PAVEMENT OR CONCRETE, THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING TO THE PREVIOUS OR BETTER CONDITION.
- ALL MANHOLES ABANDONED IN PLACE SHALL BE ABANDONED AS PER DETAIL VW-12.
- CONSTRUCTION SHALL NOT BEGIN UNTIL THESE PLANS HAVE BEEN APPROVED BY THE CITY OF PORTLAND AND BY THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION. A COPY OF THE TDEC APPROVED PLANS SHALL BE MAINTAINED ON SITE DURING CONSTRUCTION AT ALL TIMES.
- CONSTRUCTION SHALL NOT BEGIN UNTIL ALL SUBMITTALS HAVE BEEN SUBMITTED TO PDU AND APPROVED. ONCE THE SUBMITTALS ARE APPROVED, A PRE-CONSTRUCTION MEETING WILL BE SCHEDULED.
- CONTRACTOR SHALL HAVE THE PROJECT STAKED PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING. IF NOT STAKED, MEETING WILL NOT BE SCHEDULED. STAKING SHALL INCLUDE THE FOLLOWING BACK-OF-CURB, EDGE OF RIGHT-OF-WAY, CENTERLINE OF UTILITY EVERY 50 FT, MANHOLES, VALVES, FITTINGS, HYDRANTS, BACK OF EASEMENT, AND LOT LINES. CONTACT PDU TO VERIFY STAKING REQUIREMENTS PRIOR TO SCHEDULING PRE-CONSTRUCTION MEETING.
- AN AS-BUILT SURVEY OF THE SEWER AND WATER MAINS AND ALL ASSOCIATED APPURTENANCES TO THE PORTLAND ACCEPTING OWNERSHIP OF UTILITIES STANDARD MUST BE SUBMITTED AND APPROVED PRIOR TO THE CITY ACCEPTING OWNERSHIP OF UTILITY. FOR WATER LINES, ALL FITTINGS, VALVES, HYDRANTS, AIR RELEASE, TAPS, ETC. ... SHALL BE SURVEYED. FOR GRAVITY SEWER MAINS, ALL MANHOLES, TAP TEES, SERVICES, CLEANOUTS, ETC. ... SHALL BE SURVEYED. FOR FORCE MAINS, ALL FITTINGS, VALVES, AIR RELEASE, TAPS, ETC. ... SHALL BE SURVEYED.
- PRIOR TO SCHEDULING OF PRE-CONSTRUCTION MEETING A SURETY IN THE FORM OF A LETTER OF CREDIT FOR THE COMPLETE PROJECT AS CALCULATED PER THE CITY OF PORTLAND SURETY CALCULATOR MUST BE SUBMITTED TO PDU. LOC IS REQUIRED BEFORE SIGNING OF ANY PLATS. AFTER UTILITY IS ACCEPTED BY THE CITY, LOC WILL BE REDUCED TO 15% OF THE ORIGINAL LOC AND SHALL BE HELD FOR TWELVE (12) MONTHS FROM DATE OF ACCEPTANCE TO ENSURE REPAIR OF ANY WARRANTY ITEM DURING THE 12-MONTH PERIOD.
- ALL EXISTING UTILITIES SHOWN ON THE SURVEY ARE ASSUMED LOCATIONS. PDU SHALL NOT BE RESPONSIBLE FOR LOCATION, SIZE, MATERIAL, DIAMETER, OR ANY OTHER DETAILS ON EXISTING UNDERGROUND UTILITIES. FOR CONFIRMATION OF EXISTING UNDERGROUND UTILITY'S TRUE CONDITIONS, POTHOLING MUST BE DONE. PLEASE REACH OUT TO PDU WHEN REQUESTING TO POTHOLE AN EXISTING UTILITY'S LOCATION.
- PDU REQUIRES CLOSE-CIRCUIT TELEVISION (CCTV) INSPECTION OF THE INTERIOR OF ALL SEWER MAINS AND SERVICE LATERALS PRIOR TO FINAL ACCEPTANCE. THE DEVELOPER WILL BE FINANCIALLY RESPONSIBLE FOR ALL CCTV INSPECTION.

TRAFFIC CONTROL NOTES

- THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL PROVIDE QUALIFIED FLAGMEN WHERE NECESSARY TO DIRECT TRAFFIC AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC.
- CONSTRUCTION TRAFFIC CONTROL DEVICES AND THEIR INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. REFERENCE SECTION 331000, ARTICLE 3.02.

TYPE	YEAR	LINE SECTION	SHEET No.
PRELIM	2024		2



CITY OF PORTLAND
DEPARTMENT OF UTILITIES

C001

STANDARD NOTES

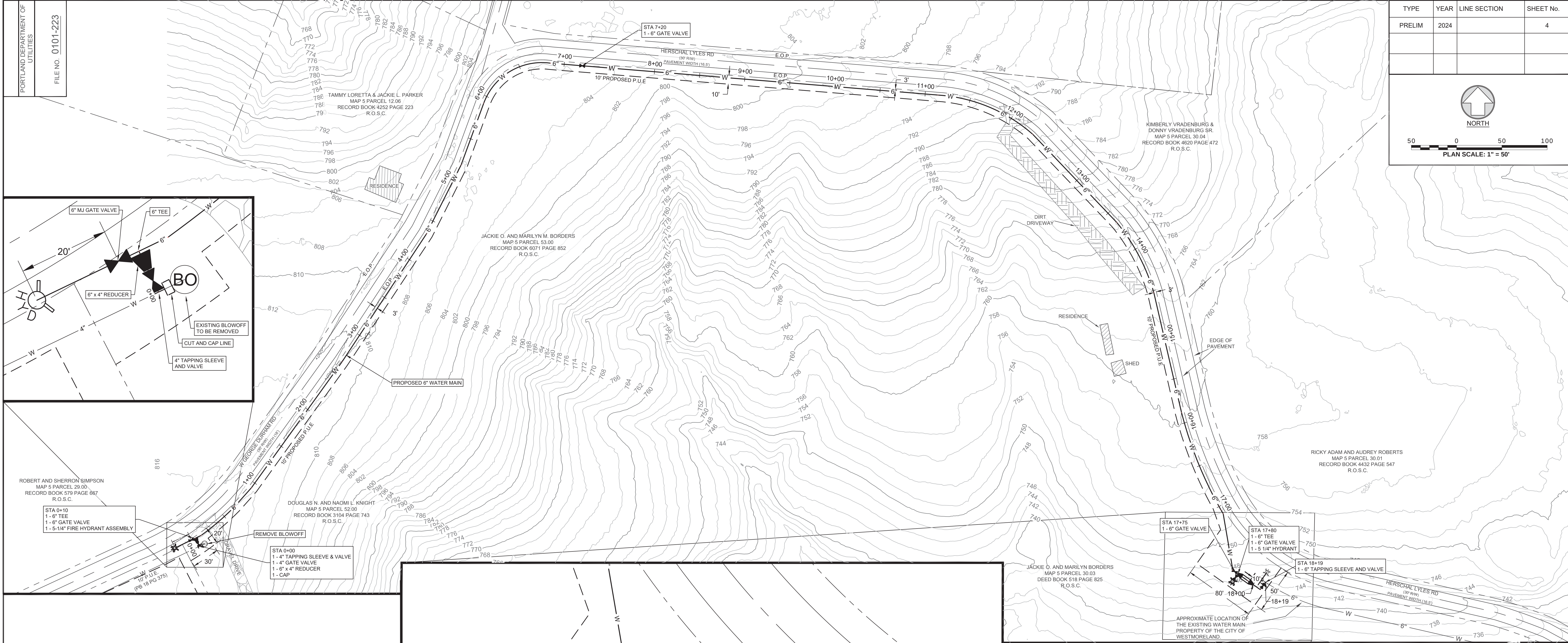
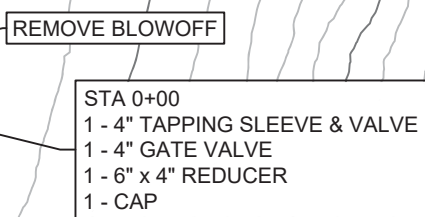
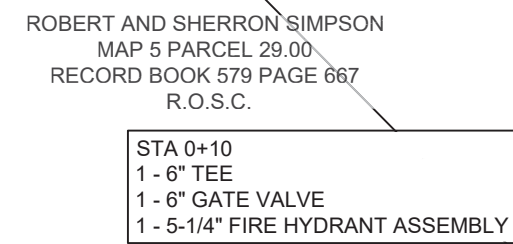
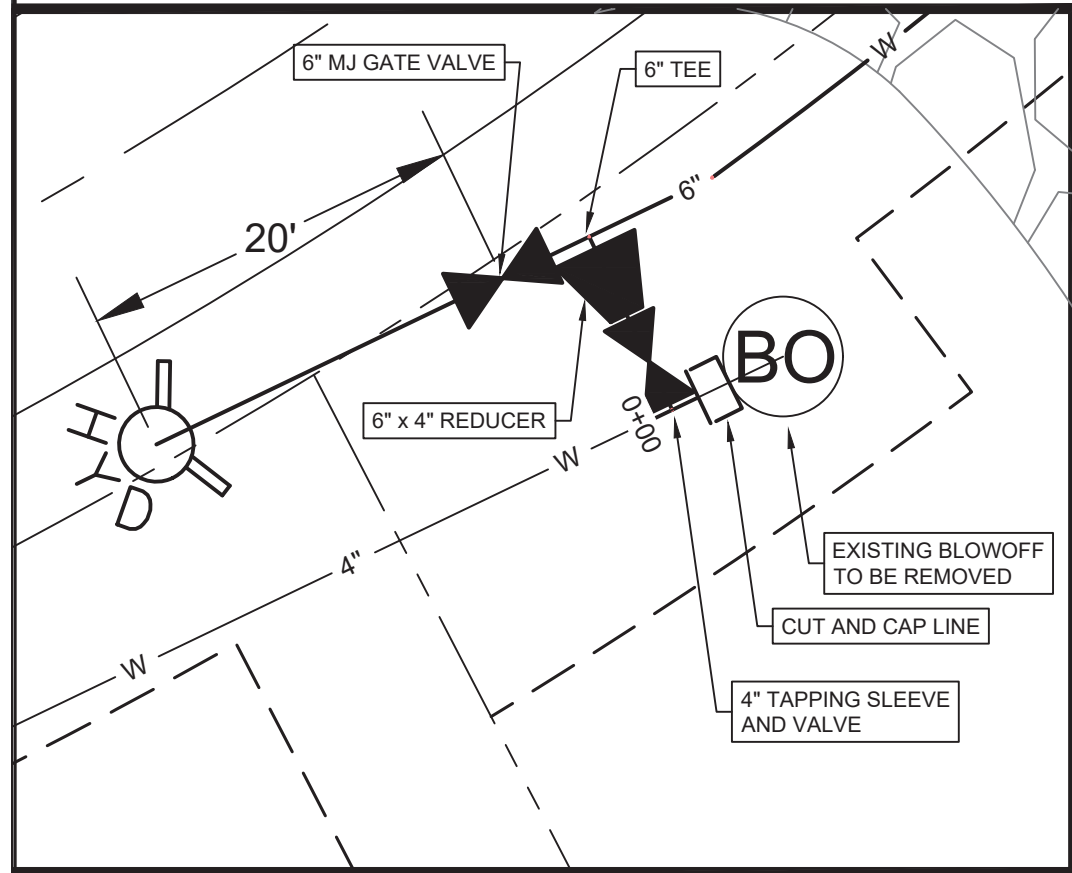
TYPE	YEAR	LINE SECTION	SHEET No.
PRELIM	2024		4



NORTH

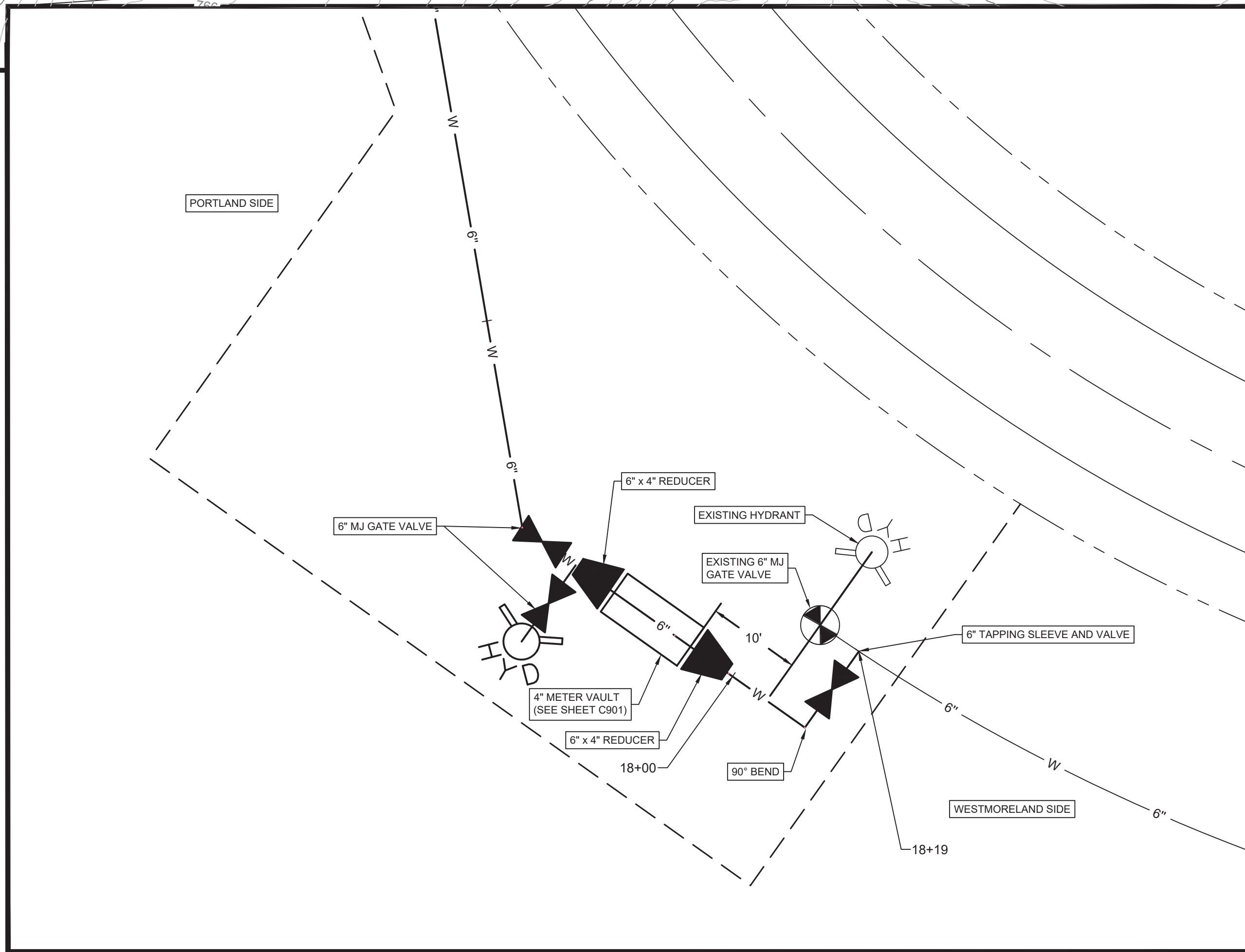


PLAN SCALE: 1" = 50'



LEGEND

	EXISTING WATER METER LOCATION
	PROPOSED WATER VALVE LOCATION
	EXISTING WATER BLOWOFF LOCATION
	EXISTING FIRE HYDRANT
_____ 4" _____ W _____	EXISTING WATER MAIN (SIZE VARIES)
_____ - - - - _____	APPROXIMATE RIGHT-OF-WAY/ PARCEL BOUNDARY
- - - - -	PROPOSED/EXISTING EASEMENT
_____ 6" _____ W _____	PROPOSED 6" WATER LINE



MATERIAL SCHEDULE FOR LINE "B"

ITEM	UNIT	QUANTITY
6" C900 PVC DR14	LF	1,875
6" GATE VALVES	EA	3
6" x 4" REDUCER	EA	3
4" CAP	EA	1
4" TAPPING SLEEVE AND VALVES (TSV)	EA	1
5 1/4" HYDRANT	EA	2
6" TEE	EA	1
6" TAPPING SLEEVE AND VALVE	EA	1

NOTES:

1. ALL SERVICE DISCONNECTED MUST BE RECONNECTED TO THE PROPOSED WATERLINE.



CITY OF PORTLAND
DEPARTMENT OF UTILITIES

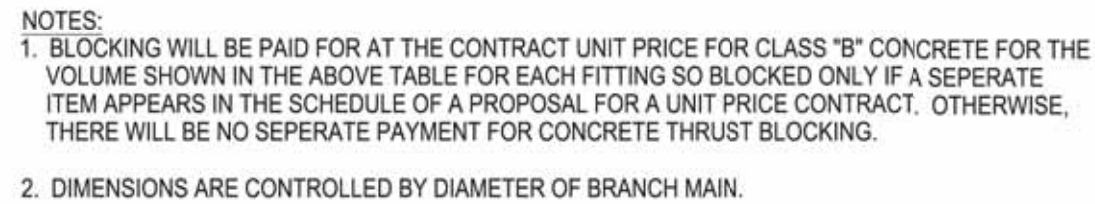
C201

PROPOSED WATER MAIN - "LINE B"

TYPE	YEAR	LINE SECTION	SHEET No
PRELIM	2024		5



1. 36" MIN COVER FOR ALL MAIN UNLESS OTHERWISE SPECIFIED.
2. BEDDING MATERIAL SHALL BE FINE, LOOSE EARTH FREE FROM CLODS, ORGANIC DECOMPOSABLE MATERIAL, DEBRIS, AND STONE NO LARGER THAN TWO (2) INCHES IN DIAMETER
3. IN ROAD INSTALLATIONS SHALL BE FULL STONE BACKFILL.



TEES, CROSSES, & PLUGS
N.T.S.



REVISION NO: 5
DATE:06/05/2024



REVISION NO: 4
DATE:06/05/2024



REVISION NO: 4
DATE:06/05/2024



REVISION NO: 4
DATE:06/05/2024

NOTES:

1. BLOCKING WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR CLASS "B" CONCRETE FOR THE VOLUME SHOWN IN THE ABOVE TABLE FOR EACH FITTING SO BLOCKED ONLY IF A SEPARATE ITEM APPEARS IN THE SCHEDULE OF A PROPOSAL FOR A UNIT PRICE CONTRACT. OTHERWISE, THERE WILL BE NO SEPARATE PAYMENT FOR CONCRETE THRUST BLOCKING.
2. DIMENSIONS ARE CONTROLLED BY DIAMETER OF BRANCH MAIN.
3. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THRUST BLOCKING ON ALL TEES, BENDS, TAPPING SLEEVES AND VALVES, AND ANY OTHER PIPING CONNECTIONS AS SHOWN ON THE STANDARD DETAIL SHEET. THE CONTRACTOR SHALL NOT BE ALLOWED TO USE CONCRETE THRUST BLOCKING ON SUCH CONNECTIONS UNLESS IT SHALL BE VISUALLY INSPECTED PRIOR TO BACKFILLING BY THE OWNER'S REPRESENTATIVE.

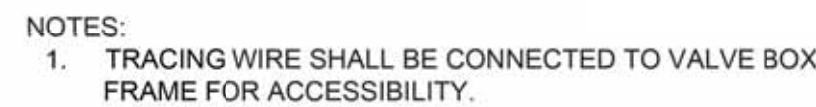
CONCRETE THRUST BLOCKING TABLE
N.T.S.



REVISION NO: 4
DATE:06/05/2024



REVISION NO: 8
DATE:06/05/2024



GATE VALVE INSTALLATION
N.T.S.



REVISION NO: 3
DATE:06/05/2024



REVISION NO: 3
DATE:06/05/2024



CITY OF PORTLAND
DEPARTMENT OF UTILITIES

C900

DETAILS

PORTLAND DEPARTMENT OF UTILITIES

FILE NO. 0101-223

TYPE	YEAR	LINE SECTION	SHEET No.
PRELIM	2024		6

GENERAL NOTES:

1. REDUCER MAY BE REQUIRED TO CONNECT NEW WATERLINE TO THE EXISTING.

2. NEW TEE & GATE VALVES SHALL MATCH PROPOSED WATERLINE SIZE.

3. MAINTAIN 20' FROM THE FACE OF THE VALVE TO THE FACE OF THE REDUCER BEFORE HYDRANT.

END OF LINE CONNECTION DETAIL (NO EASEMENT)

N.T.S.

GENERAL NOTES:

1. REDUCER MAY BE REQUIRED TO CONNECT NEW WATERLINE TO THE EXISTING.

2. INSTALL NEW WATERLINE 5' OFF BACK OF EASEMENT.

3. NEW TEE & GATE VALVES SHALL MATCH PROPOSED WATERLINE SIZE.

4. MAINTAIN 20' FROM THE FACE OF VALVE TO THE FACE OF REDUCER BEFORE HYDRANT.

END OF LINE CONNECTION DETAIL (WITH EASEMENT)

N.T.S.

NUMBERED VAULT COMPONENTS:

1. 4" NRS SQUARE OPERATED GATE VALVE, FL.

2. 4" PRESSURE RELEASE VALVE.

3. FORD STYLE FLANGE COUPLING ADAPTER w / SET SCREWS

4. SPOOL BY PLAIN PIECE, MIN. 4"

5. 4" EVOQUA ULTRASONIC METER, UL LISTED TO MEET CITY SPECS.

6. 4"x4" DI, MJ TEE

7. C900 PVC

8. 4" MJ DI 90° ELBOW

4" METER VAULT

N.T.S.

CITY OF PORTLAND

DEPARTMENT OF UTILITIES - WATER

STANDARD WATER DETAILS

REVISION NO: 3
DATE:06/05/2024

W-15

CITY OF PORTLAND

DEPARTMENT OF UTILITIES - WATER

STANDARD WATER DETAILS

REVISION NO: 3
DATE:06/05/2024

W-16

CITY OF PORTLAND, TN

DEPARTMENT OF UTILITIES - WATER

STANDARD WATER DETAILS

REVISION NO: 2
DATE:05/23/2024

DETAIL FOR
PROJECT 0101-223

CITY OF PORTLAND

DEPARTMENT OF UTILITIES

C901

DETAILS

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a moran company

CLIENT		MCDI	
Name	City of Portland, Tennessee	Name	Mainstream Commercial Divers, Inc.
Contact	Tim Suddarth	Contact	Charlie Morgan
Address	298 Portland Lake Road	Address	322 CC Lowry Drive
City, State, Zip	Portland, TN 37148	City, State, Zip	Murray, KY 42071
Telephone	615-566-7074	Telephone	270-753-9654
Email	portwtp@cityofportlandtn.gov	Email	cmorgan@mainstreamdivers.com
PROJECT INFORMATION		QUOTE	
Name	Multibeam Soundings for Volume Calculation of Sumner Sportsman Club Lake	Number	24TNCM0029
Location	260 Portland Lake Road Portland, TN 37148	Date	November 7, 2024
SUMMARY			
Mainstream Commercial Divers, Inc. (MCDI) is pleased to provide the following proposal for multibeam sonar sounding services in Sumner Sportsman Club Lake in Portland, Tennessee in service of determining the volume of the reservoir during the date of survey, as well as providing some form of a calculator function that will allow for volume calculation at varying reservoir surface elevations at or below the elevation at the time of survey, similar to what was provided for the Portland City Lake in 2022. MCDI will provide a sonar technician to survey the area and collect the bathymetric data necessary for these calculations. This quotation is subject to net-30 payment terms and Customer's acceptance of Mainstream's attached general terms and conditions. Pricing is valid for 60 days. Thank you for the opportunity and please don't hesitate to contact me with any questions. To authorize the performance of this proposal, please execute the "Proposal Acceptance" below. Sincerely,  Charlie Morgan Project Estimator			

Mainstream Commercial Divers, Inc. 322 C.C. Lowry Drive Murray, KY 42071 www.MainstreamDivers.com

SCOPE OF WORK

The anticipated sonar survey area is estimated to be the full area of Sumner Sportsman Club Lake along a series of surveying transects.

Surveying transects will be optimized to cover 100% of lake bottom. MCDI will make every effort to cover the entire length of each transect; however, water less than seven feet deep can be a limiting factor where there is not enough draft for our survey boat to safely access the area. In such cases, the sonar head can be tilted to obtain data at depths of as little as two to three feet. GPS points will be taken on the shoreline for elevation modeling, and any area of the lake bottom that is too shallow for data capture will be interpolated between the minimum sonar depths and the GPS-marked shoreline.

Soundings will be collected using a boat equipped with a survey-grade echosounder. set up to perform multibeam bathymetric data collection. Position data will be provided using RTK GPS with typical accuracy within a couple of centimeters. The hydrographic sounder data output will be connected to a laptop computer running HYPACK® and HYSWEEP® Hydrographic surveying software. Water surface elevation at the time of the soundings will be determined by RTK GPS with cross reference to a local river gauge, if present.

MCDI assumes that access to all work sites will be good and that barges, vessels, etc. will not be moored in the area to be sounded during the data collection period. Any bridges or tall structures at the site that affect the satellite signal to our GPS could result in areas void of accurate horizontal positioning. Also, releases and flow through any nearby dams, and/or other restrictions (if any), may limit our ability to collect data in certain areas.

ESTIMATED TOTAL

Multibeam Bathymetric Soundings (includes travel, field work, data processing, and reporting): \$9,450

INCLUDED LABOR/MATERIALS/EQUIPMENT

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| <ul style="list-style-type: none"> • RTK Base/Receiver • AML BaseX2 – Sound Velocity Profiler • CDL Motion Sensor • Norbit B41 Multibeam Sonar Sounder | <ul style="list-style-type: none"> • Oquawka Sonar Work Platform • Data Processing and Report Preparation |
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ASSUMPTIONS & EXCLUSIONS

- Additional services or equipment required will be billed at additional cost.
- Client will comply with all MCDI safety protocols.
- Any permits required are to be provided by Client.
- Price does not include tax, bond, or prevailing wages.
- Costs for any client required safety training (if any) would be reimbursable to MCDI, and time to complete such training will be invoiced.

PROPOSAL ACCEPTANCE

By signing below, the individual warrants his/her authority to bind Customer to the terms of this proposal and the attached general terms and conditions and authorizes MCDI to proceed with the services/scope of work.

CUSTOMER

Signature: _____

Name: _____

Date: _____

Title: _____

PO Number _____

Bill To (email or address): _____

General Terms and Conditions – Diving Services

1. **Performance.** Mainstream Commercial Divers, Inc. ("MCDI") will perform the scope of work as set forth on the face page of this agreement ("Services") at the general direction and supervision of Client and in conformance with applicable local, state, federal, and industry standards. Unless otherwise expressly indicated on the face page of this agreement, the Services do not include any design, engineering, or similar technical services, and to the extent of such services are needed in connection with the project, it shall be the responsibility of the Client and provided by Client or third parties engaged by Client.
2. **WARRANTIES.** MCDI MAKES NO (AND EXPRESSLY DISCLAIMS ANY) GUARANTEES, REPRESENTATIONS OR WARRANTIES AS TO THE PERFORMANCE OR SUITABILITY OF THE SERVICES AND ANY ASSOCIATED PERSONNEL, LABOR, EQUIPMENT, OR MATERIALS PERFORMED OR PROVIDED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO COMPLETION TIMES OR OF RATES OF PROGRESS OF THE SERVICES, OR ANY WARRANTY OF SEAWORTHINESS, MERCHANTABILITY, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.
3. **Payment.** Unless expressly provided on the face page of this agreement, any payment Client owes MCDI shall be deemed earned as Services are performed, with payment to be made, without offset or deduction, net thirty (30) days after receipt of MCDI's invoice. Late payments shall earn interest at the rate of 1.5% per month, or the maximum amount permitted by law, whichever is less. Client shall reimburse MCDI for any and all costs and expenses (including attorney's fees) incurred by MCDI for collections of payments overdue including but not limited to exercising any maritime lien rights set forth in Section 4.
4. **Maritime Lien.** Upon its sole election, MCDI shall have a maritime lien against any vessel or vessels owned by Client that are connected or related to, in any way, the Services provided by MCDI for any and all amounts due to MCDI under this agreement. If exercised, even after delivery or transfer of custody by MCDI to Client, the lien shall only be deemed extinguished upon full payment or written release by MCDI.
5. **Additional Charges.** Any changes requested by Client in the Services at any time shall be compensated by Client at the rates provided by MCDI on the face page of this agreement or in accordance with MCDI's applicable commercial tariff then in effect. Client understands MCDI may not have had an opportunity to inspect conditions relating to the Services or project site so unknown or unanticipated conditions, changes in laws or required standards or directions by federal or state agencies shall be considered a change requested by Client. In the event MCDI's performance is suspended or delayed by Client, government personnel, weather, or any other reason beyond MCDI's control, MCDI shall be paid at the rates identified on the face page of this agreement or in accordance with MCDI's applicable rate sheet then in effect for personnel and equipment that is required to standby, including any subcontractor costs, for demobilization and mobilization costs, and other costs incurred as a result of such suspension or delay.
6. **Suspension or Termination by MCDI.** MCDI may suspend or terminate this agreement and Services immediately if: (i) Client fails to timely pay any amounts due MCDI under this agreement, or any other agreement between Client and MCDI; (ii) Client fails to provide, upon MCDI's request, reasonable assurances or proof of payment security evidencing its ability to pay MCDI for Services; or (iii) MCDI determines, in its reasonable opinion, the Services cannot be performed without posing an unreasonable risk to the environment, any property, or any personnel. Client shall be responsible for any charges incurred for Services performed prior to such termination and for demobilization fees and charges.
7. **Force Majeure.** MCDI shall not be deemed in default of this agreement or any duty hereunder to the extent that any delay of or failure to commence or complete performance of its obligations, without regard to fault, from any cause beyond its reasonable control, including, but not limited to, acts of God, mechanical breakdown, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disputes.
8. **Indemnity.** To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend MCDI and its subcontractors (of any tier) and their respective officers, employees, and agents from and against any and all claims, loss, risk, damage, demand, suit, judgment, and attorneys' fees and other kind of expense arising from, resulting from, or any manner directly or indirectly related to the Services, except to the extent as caused by MCDI's sole or gross negligence or willful misconduct. **IN FURTHERANCE OF THE FOREGOING, CLIENT WAIVES ANY EXCLUSIVITY AFFORDED TO IT UNDER WORKERS COMPENSATION OR SIMILAR LAW.**
9. **Consequential Damages.** Neither party shall be responsible for any consequential or special damages whatsoever (including but not limited to, business interruption, extra expense, loss of use of any property, or delay) arising out of or relating to the Services, the project, and/or this agreement, howsoever caused and regardless of whether the same results from the negligence of a party, or otherwise, and even if the possibility of such was or could have been foreseeable.
10. **Counterparts and Facsimile Signatures & Severability.** This agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute the same agreement. Facsimile or email signatures and/or acknowledgement and acceptance shall be considered valid. The partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law.
11. **Law/Venue.** The interpretation and performance of this agreement shall be governed by the United States general maritime rules of law and if there is no applicable general maritime rule of law, then the laws of the state in which the Services are being performed shall apply. Any litigation, dispute, or claim arising in connection with this Agreement shall be settled by binding arbitration administered by the American Arbitration Association accordance with its commercial arbitration rules. The venue for such arbitration shall be in Louisville, Kentucky, and after completion of arbitration and issuance of an award, judgment upon any award entered by the arbitrator(s) may be entered into any court having jurisdiction thereof. The substantially prevailing party shall be entitled to reimbursement by the other party for reasonable legal fees and costs and upon request of either party, the arbitrator(s) may consolidate the arbitration proceeding with any other proceeding or matter related to this agreement, the Services, or project. **THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED, IN ANY WAY, TO THE SERVICES OR THIS AGREEMENT.**