



**BOARD OF MAYOR AND ALDERMEN
Portland City Hall - Council Chambers
100 South Russell St. Room 111
AGENDA for August 18, 2025**

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Agenda

5. Presentation

6. Public Comment Period

In accordance with Resolution #25-41, public comments are allowed when those comments are germane to agenda items, except where otherwise prohibited. The number of individuals speaking and/or the allotted time to speak may be limited by the presiding officer to ensure opposing viewpoints are fairly represented. Each speaker is limited to a maximum of 5 minutes for public comment and must sign-up to speak in person before the start of the meeting. Sign-up sheets will be available just before the start of each meeting in the same room where the meeting is being held.

7. Public Hearing

- A.** Ordinance No. 25-37 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Liberty Street from GCS (General Commercial Services) to R7.5 (Medium Density Residential).
- B.** Ordinance No. 25-38 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Searcy Lane from RS-40 (Residential Single Family) to R7.5 (Medium Density Residential).
- C.** Ordinance No. 25-39 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 631 Highway 52 E, 380 and 392 Three Brothers Way from RM-1 (High Density Residential) and RS-20 (Low Density Single Family Residential) to R7.5 (Medium Density Residential).

8. Communications from Council Members

9. Mayor's Report

10. Consent Calendar

- A.** Ordinance No. 25-46 - Second Reading – An Ordinance rescinding and replacing Ordinance No. 16-39 in its entirety that will amend the City of Portland Municipal Code Title 12 entitled “Building, Utility, Etc. Codes”.
- B.** Department Reports
- C.** Minutes from August 4, 2025 Council Meeting.

11. Community Development – Vice-Mayor Megann Thompson

12. Finance – Alderman Vince Ellis

13. Fire Department – Alderman Jody McDowell

14. Human Resources – Alderman Vince Ellis

- A. Resolution No. 25-57 - A Resolution authorizing the amendment to Resolution No. 19-123 approving the annual purchase of safety boots for certain Public Works, Parks and Department of Utilities Employees.

15. Legislative – Mayor Mike Callis

- A. Ordinance No. 25-48 - First Reading - An ordinance to amend title 9 of the Portland Municipal Code by repealing and replacing Ordinance No. 23-59 chapter 10 Mobile Food Vendors.
- B. Ordinance 25-49 - First Reading - An ordinance to repeal and replace Ordinance 17-45 with this ordinance adopting a revised public records policy and shall supersede any previous records policies set by the city of Portland.

16. Municipal Airport – Alderman Mike Hall

17. Parks & Recreation – Alderman Brian Woodall

- A. Ordinance No. 25-50 – First Reading - An Ordinance to enter into a professional service agreement with Lose Design for engineering services for the Richland Gym Restroom Project, in the amount of \$73,500.

18. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 25-37 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Liberty Street from GCS (General Commercial Services) to R7.5 (Medium Density Residential).
- B. Ordinance No. 25-38 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Searcy Lane from RS-40 (Residential Single Family) to R7.5 (Medium Density Residential).
- C. Ordinance No. 25-39 - Second Reading – An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 631 Highway 52 E, 380 and 392 Three Brothers Way from RM-1 (High Density Residential) and RS-20 (Low Density Single Family Residential) to R7.5 (Medium Density Residential).

19. Police Department – Alderman Drew Jennings

- A. Resolution No. 25-54 - A resolution authorizing certain change orders in the net amount of \$28,533.45 for the Police Station Remodel Project.
- B. Discussion - Animal Control staffing

20. Public Works – Alderman Brian Woodall

- A. Discuss and take possible action on Resolution No. 25-51 - A Resolution to enter into an agreement with Stewart Richey Contracting Group for the construction of a Regional Detention Basin on Airport Road.
- B. Discuss and take possible action on Resolution No. 25-52 - A Resolution to approve a change order in the amount of \$8,750 for an engineering agreement with Civil and Environmental Consultants, Inc. for the jurisdictional determination and permitting of the Regional Detention Basin on Airport Road.
- C. Discussion - Painting and signage for truck traffic on Highway 109.
- D. Update on Traffic Engineering from February 2025.

21. Utility Infrastructure – Alderman Charles Cole

- A. Ordinance No. 25-47 – An Ordinance to rescind in its entirety Ordinance 24-29, the Developer’s Agreement with Luther Bratton on Bracken Estates subdivision, with the attached amended Developer’s Agreement.
- B. Resolution No. 25-55 - A Resolution to approve the final adjusting change order #2 in the decreased amount of \$43,480.79 and extending the final completion contract time by thirty (30) additional days for the 2024 Sanitary Sewer Point Repairs Project.
- C. Resolution No. 25-56 - A Resolution authorizing the City of Portland to enter into an agreement with Thurman’s Lawn & Landscapes, LLC for the yard restorations for fiscal year 2026.

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 25 – 37

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 LIBERTY STREET (PORTIONS OF MAP 033I GROUP A PARCEL 026.00) FROM GCS (GENERAL COMMERCIAL SERVICES) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 5-1 and 1 abstained at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from GCS (General Commercial Services) to R7.5 (Medium Density Residential)

Approximately 0.32 acres more or less, located at 0 Liberty Street as shown on the attached map.

For reference, see Record Book 6577, Page 277-279, in the Register's Office of Sumner County, Tennessee, and being shown as Map 33I, Group A Parcel 26.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
Notice Published: Portland Sun- July 29, 2025
Public Hearing: August 18, 2025
Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 25 – 38

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 SEARCY LANE (MAP 034 PARCEL 036.00) FROM RS-40 (RESIDENTIAL SINGLE FAMILY) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission **DENIED** approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 4 Denied 3 Approved at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from RS-40 (Residential Single Family) to R7.5 (Medium Density Residential)

Approximately 2.2 acres more or less, located at 0 Searcy Lane as shown on the attached map.

For reference, see Record Book 4903, Page 148-151, in the Register's Office of Sumner County, Tennessee, and being shown as Map 34, Parcel 36.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
Notice Published: Portland Sun- July 29, 2025
Public Hearing: August 18, 2025
Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 25 – 39

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 631 HIGHWAY 52 E, 380 AND 392 THREE BROTHERS WAY (PORTIONS OF MAP 33K PARCEL 014.00, 015.00 AND 073.00) FROM RM-1 (HIGH DENSITY RESIDENTIAL) AND RS-20 (LOW DENSITY SINGLE FAMILY RESIDENTIAL) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 7-0 at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from RM-1 (High Density Residential) and RS-20 (Low Density Single Family Residential) to R7.5 (Medium Density Residential)

Approximately 0.65 acres more or less, located at 631 Hwy 52E, 380 and 392 Three Brothers Way as shown on the attached map.

For reference, see Record Book 6375, Page 851-853, and Record Book 4384 Page 725-727 in the Register's Office of Sumner County, Tennessee, and being shown as Map 33K, Parcel 73.00 and Map 33K Parcels 014.00 and 015.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
 Notice Published: Portland Sun- July 29, 2025
 Public Hearing: August 18, 2025
 Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 25 - 46

Second Reading

AN ORDINANCE RESCINDING AND REPLACING ORDINANCE NO. 16-39 IN ITS ENTIRTY AND THAT WILL AMEND THE CITY OF PORTLAND MUNICIPAL CODE TITLE 12 ENTITLED “BUILDING, UTILITY, ETC. CODES”

WHEREAS, the City of Portland has reviewed the provisions of Title 12 of the Portland Municipal Code entitled “Building, Utility, Etc. Codes”; and

WHEREAS, recommendations for revisions to the said Title 12 are as follows:

Chapter 1
Building Code

12-102. Modifications.

(2) Delete the entire text of Section 109.2 and replace it with the following:

109.2. Schedule of Permit Fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations/additions requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City of Portland, TN.

Chapter 2
Plumbing Code

12-202. Modifications. The following sections are hereby revised:

(1) Section 101.1. Insert: City of Portland.

(2) Delete the entire text of Section 106.6.2 Fee Schedule and replace it with the following:

106.6.2. Fee Schedule. The fees for all plumbing work shall be as indicated in the City of Portland fee schedule.

(3) Section 106.6.3 Delete: Item 2 & 3 (as added by Ord. #9-38, August 2009)

Chapter 4
Mechanical Code

12-402. Modifications. The following sections are hereby revised:

- (1) Section 101.1. Insert: City of Portland.
- (2) Delete the entire text of Section 106.6.2 Fee Schedule and replace it with the following:
106.5.2. Fee Schedule. The fees for all mechanical work shall be as indicated in the City of Portland fee schedule.
- (3) DOES NOT EXIST IN CODE

Chapter 7
Residential Code

12-702. Modifications. The following sections are hereby revised:

- (1) The name “City of Portland” shall be inserted in Section 101.1.
- (2) Section 106.1.4. Information for construction in flood hazard areas: Revise to read as follows:
R106.1.4 Information for construction in flood hazard areas. For buildings and structures located in whole or in part in flood hazard areas, as established on local floodway rate maps, locally adopted flood plain ordinances shall apply.
- (3) **R108.2 Schedule of permit fees.** On buildings, structures, gas, mechanical, and plumbing systems or alterations/additions requiring a permit, a fee for each permit shall be paid as required in accordance with the schedule as established by the City of Portland, TN.

| BUILDING PERMIT FEES | |
|--|---|
| RESIDENTIAL | |
| One & Two Family Dwellings | ICC Valuation x .40% |
| Multi Family (townhouses) | ICC Valuation x 1% |
| Manufactured Home | \$ 250.00 |
| Additions | ICC Valuation x .40% |
| Remodels | \$ 0.50 sq. ft. |
| Plan Review – for all permits | \$ 0.05 per sq. ft. |
| PRE-FAB Buildings or carports Built offsite brought to house | \$ 200.00 (200 sq. ft. or more) |
| Detached Garages / Pole Barns ONSITE BUILT ACCESSORY STRUCTURES | ICC Valuation x 1 % |
| Decks | 0-199 / \$ 100.00 (if applicable) 200 – 400 / \$ 200 401 – larger / \$ 300 |
| Above / On Ground Pool | \$ 150.00 |
| In-Ground Pool | \$ 250.00 |
| Demolition – Partial | \$ 100.00 |
| Demolition - Full | \$ 200.00 |
| House Moving | \$ 100.00 |
| Re-Inspection | \$ 75.00 each after 1 st re-inspection |
| Certificate of Occupancy | \$ 50.00 – all new construction |
| Temporary Certificate of Occupancy | \$ 350.00 (Good for 14 calendar days) |
| Certificate of Completion | \$ 25.00 |

- All permits, including re-inspections, will incur a \$ 15.00 administrative fee.
- Inspections after one (1) re-inspection will be charged a \$ 75.00 fee for residential and a \$ 100.00 fee for commercial / industrial for each re-inspection required.
- All permits include an initial inspection and one (1) re-inspection at no additional charge.
- All permit and plan review fees will be based on and include under roof, conditioned, unconditioned, porch & garage space sq. ft.
- Minimum residential permit fee will be \$ 50.00.
- Valuation will be based on the most current ICC Valuation Data Table.
- Any work commencing before permit issuance will incur a double fee of the permit – Unless emergency is approved by the Building Official.

| BUILDING PERMIT FEES | |
|--|--|
| COMMERCIAL / INDUSTRIAL | |
| Commercial | ICC Valuation x 1% |
| Commercial Additions | ICC Valuation x 1% |
| Commercial Remodels | \$0.10 per sq. ft. |
| Industrial | ICC Valuation x 0.25% |
| Industrial Additions | ICC Valuation x 0.25% |
| Industrial Remodel | \$0.10 per sq. ft. |
| Plan Review – for all permits | 50 % of permit fee |
| Commercial Swimming Pool | \$ 500.00 |
| Partial Demolition (commercial / industrial) ** | \$ 250.00 |
| Full Demolition (commercial / industrial) ** | \$ 500.00 |
| Use & Occupancy Permit | \$ 100.00 |
| Re-Inspection | \$ 100.00 each after 1 st re-inspection |
| Full Certificate of Occupancy | \$ 500.00 |
| Temporary Certificate of Occupancy - COMMERCIAL | \$ 750.00 (Good for 14 calendar days) |
| Temporary Certificate of Occupancy - INDUSTRIAL | \$ 1000.00 (Good for 14 calendar days) |
| Stock & Train Permit | \$ 350.00 (Good for 14 calendar days) this will be in addition to a temporary c/o |

- All permits, including re-inspections, will incur a \$ 15.00 administrative fee.
- Inspections after one (1) re-inspection will be charged a \$ 75.00 fee for residential and a \$ 100.00 fee for commercial / industrial for each re-inspection required.
- All permits include an initial inspection and one (1) re-inspection at no additional charge.
- Minimum commercial / industrial permit fee will be \$ 100.00 – except on swimming pools.
- Valuation based on the most current ICC Valuation Data Table.
- Any work commencing before permit issuance will incur a double fee of the permit – Unless emergency is approved by the Building Official.
- **Commercial/Industrial Demolition Permit Applications require an asbestos state certificate.**

| PLUMBING PERMIT FEES | |
|---|--|
| RESIDENTIAL | |
| New Construction | \$ 0.10 per sq. ft. |
| Remodel | \$ 75.00 |
| Additions | \$ 0.10 per sq. ft. |
| Interior Gas Line Inspection | \$ 50.00 |
| Grinder Pumps (Rough-In & Final) | \$ 75.00 (fee to be added to plumbing permit) |
| Re-Inspection Fee | \$ 75.00 – per occurrence after the 1st |
| Certificate of Completion – Remodels or Grinder Pumps | \$ 25.00 |
| COMMERCIAL / INDUSTRIAL | |
| New Construction | \$0.15 per sq. ft. |
| Plan Review – for all permits | 50% of permit fee |
| Additions | \$0.15 per sq. ft. |
| Remodels | \$ 0.10 per sq. ft. |
| Change-Out | \$ 100.00 per unit |
| Interior Gas Line Inspection | \$ 100.00 |
| Grease Trap 1000 Gallon | \$ 150.00 |
| 1500 Gallon | \$ 200.00 |
| 2000 Gallon | \$ 250.00 |
| Under Sink | \$ 100.00 |
| Grinder Pumps (Rough-In & Final) | \$ 125.00 (fee to be added to plumbing permit) |
| Hotel per-floor Final Inspection | \$ 350.00 per floor |
| Re-Inspection Fee | \$ 100.00 each after 1 st re-inspection |
| Certificate of Completion – Remodels, Change-Out, Grease Traps, Gas Line, Grinder Pumps | \$ 50.00 |

- All permits, including re-inspections, will incur a \$ 15.00 administrative fee.
- Inspections after one (1) re-inspection will be charged a \$ 75.00 fee for residential and a \$ 100.00 fee for commercial / industrial for each re-inspection required.
- All permits include an initial inspection and one (1) re-inspection at no additional charge.
- Minimum plumbing permit fee residential will be \$ 50.00 – except on swimming pools.
- Minimum plumbing permit fee commercial/industrial will be \$ 100.00 – except on swimming pools.
- Valuation based on the most current ICC Valuation Data Table or sq. ft. of project.
- Any work commencing before permit issuance will incur a double fee of the permit – Unless emergency is approved by the Building Official.

| MECHANICAL PERMIT FEES | |
|---|--|
| RESIDENTIAL | |
| New Construction | \$ 0.10 per sq. ft. |
| Remodel or Change-Out | \$ 75.00 |
| Additions | \$ 0.10 per sq. ft. |
| Fireplaces | \$ 50.00 each |
| Interior Gas Line Inspection | \$ 50.00 |
| Re-Inspection Fee | \$ 75.00 – per occurrence after the 1st |
| Certificate of Completion – Remodels, Change-Outs, Fireplaces, Gas Lines | \$ 25.00 |
| COMMERCIAL / INDUSTRIAL | |
| New Construction | \$0.15 per sq. ft. |
| Plan Review – for all permits | 50 % of permit fee |
| Additions | \$0.15 per sq. ft. |
| Remodels | \$0.10 per sq. ft. |
| Change-Outs | \$ 100.00 per unit |
| Interior Gas Line Inspection | \$ 100.00 |
| Fireplaces | \$ 100.00 each |
| Mechanical Hood without Suppression | \$ 150.00 |
| Walk-In Coolers or Freezers | \$ 75.00 – per cooler or freezer |
| Hotel per-floor Final Inspection | \$ 350.00 per floor |
| Re-Inspection | \$ 100.00 each after 1 st re-inspection |
| Certificate of Completion – Remodels, Change-Outs, Gas Lines, Hoods without suppression, walk-in cooler/freezer | \$ 50.00 |

- All permits, including re-inspections, will incur a \$ 15.00 administrative fee.
- Inspections after one (1) re-inspection will be charged a \$ 75.00 fee for residential and a \$ 100.00 fee for commercial / industrial for each re-inspection required.
- All permits include an initial inspection and one (1) re-inspection at no additional charge.
- Minimum mechanical permit fee residential - \$ 50.00
- Minimum mechanical permit fee commercial/industrial - \$ 100.00.
- Valuation based on the most current ICC Valuation Data Table or sq. ft. of project.
- Any work commencing before permit issuance will incur a double fee of the permit – Unless emergency is approved by the Building Official.

| FIRE PROTECTION PERMIT FEES | |
|------------------------------------|--|
| Fire Protection Permit Fee | 1 % of job cost + \$ 50.00 |
| Fire Protection Plan Review | 50% of permit fee |
| Mechanical Hood with Suppression | \$ 150.00 per hood |
| Fire Department Standby | Contact Fire Department for Rates and Fees |

- All permits, including re-inspections, will incur a \$ 15.00 administrative fee.
- Inspections after one (1) re-inspection will be charged a \$ 75.00 fee for residential and a \$ 100.00 fee for commercial / industrial for each re-inspection required.
- All permits include an initial inspection and one (1) re-inspection at no additional charge.
- Minimum fire protection permit fee will be \$ 100.00
- Valuation based on the written, agreed, and signed contract amount.
- Any work commencing before permit issuance will incur a double fee of the permit – Unless emergency is approved by the Building Official.

Chapter 15
Planning and Zoning Fee

SECTION

12-1501. Planning and Zoning Fees.

12-1501. Planning and Zoning Fees. Planning and Zoning fees shall be charged by the City of Portland as indicated below:

Planning Fee Schedule

Subdivisions

| Name | Application | New Proposed Fee |
|------------------|--------------|-------------------------|
| Concept | Subdivisions | \$150 Plus \$5 per lot |
| Preliminary Plat | Subdivisions | \$300 Plus \$25 per lot |
| Final Plat | Subdivisions | \$500 Plus \$25 per lot |

Site Plans

| Name | Application | New Proposed Fee |
|-----------------------|-------------|-------------------------------|
| No Building | Site Plans | \$200 |
| Up to 10,000 Sq. Ft. | Site Plans | \$500 |
| Over 10,000 Sq. Ft. | Site Plans | \$500 plus \$0.10 per Sq. Ft. |
| Maximum Site Plan Fee | Site Plans | \$2000 |

Rezoning and Annexation

| Name | Application | Proposed Fee |
|----------------------------|-------------|--------------|
| Annexation | Annexation | \$500 |
| Annexation- Non Contiguous | Annexation | \$1000 |
| Up to 0.99 Acres | Rezoning | \$300 |
| 1 - 9 Acres | Rezoning | \$350 |
| 10 - 19 Acres | Rezoning | \$400 |
| 20 - 49 Acres | Rezoning | \$500 |
| 50 - 99 Acres | Rezoning | \$600 |
| 100 Acres or more | Rezoning | \$700 |

Planned Unit Development

| Name | Application | New Proposed Fee |
|-------------------------------------|--------------------------|--|
| Preliminary Master Development Plan | Planned Unit Development | \$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit |

Final Master Development Plan

Planned Unit Development

\$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit

Temporary Uses

| Name | Application | New Proposed Fee |
|---------------------------|-------------|------------------|
| Special Events Permit | Temporary | \$25 |
| Special Event Plan Review | Temporary | \$50 |

MISC

| Name | Application | New Proposed Fee |
|-----------------------------------|-------------|------------------|
| Board of Zoning Appeals | MISC | \$500 |
| Right of Way Abandonment | MISC | \$100 |
| Subdivision Regulations Amendment | MISC | \$100 |
| Land Use Plan Amendment | MISC | \$100 |
| Plan Amendment | MISC | \$100 |
| Zoning Ordinance Amendment | MISC | \$200 |
| Zoning Letter | MISC | \$50 |

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee that the amendments to Title 12, of the City of Portland Municipal Code is hereby approved; and

BE IT FURTHER ORDAINED that this Ordinance shall become effective on October 1, 2025, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025

Passed Second Reading:

BUILDING CODES
FEE
COMPARISON
AND
EXAMPLES
ONLY

| RESIDENTIAL BUILDING PERMIT FEE COMPARISON | | | | | | |
|--|--------------------------------|--|---|-------------------------------|---------------------|--|
| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| One & Two Family / New Construction UNDER BEAM | ICC Valuation x .35% | \$0.30 per sq. ft. Up to 3000 sq. ft. 3001-5000 – 0.35 5001 & over – 0.40 | Flat fee - \$ 600 Under 2500 sq. ft. 2501-4999 - \$ 700 5000 & more - \$ 900 | ICC Valuation x .0047 or .47% | \$ 0.85 per sq. ft. | ICC Valuation x .40% |
| Additions | ICC Valuation x .35% | 0.15 per sq. ft. under beam | 0-999 sq. ft. - \$ 200 1000 & more - \$ 300 | ICC Valuation x .0047 or .47% | \$ 0.85 per sq. ft. | ICC Valuation x .40% |
| Remodels | Contract x .35% | Valuation / Contract x 1% | Under 1000 sq. ft. – \$ 100.00 Over 1000 sq. ft. – \$ 200.00 | 0.60 per sq. ft. | 0.20 per sq. ft. | \$ 0.50 sq. ft. Based upon sq. ft. being remodeled |
| Plan Review – One & Two Family / Additions / Remodels | \$ 0.03 per sq ft – under beam | \$ 0.07 per sq ft – under beam | \$ 50.00 – per unit including townhomes, duplexes and apartments | NO FEE FOUND | NO FEE FOUND | \$ 0.05 per sq. ft. – all permits |
| PRE-FAB Buildings or carports Built offsite brought to house | Valuation / Contract X .35% | 0.10 per sq. ft. + 35.00 Planning Fee | 200-999 sq. ft. = \$ 100 1000 & more = \$ 200.00 | Flat Fee - \$ 200 | 0.20 per sq. ft. | \$ 200.00 (200 sq. ft. or more) |

RESIDENTIAL BUILDING PERMIT FEE COMPARISON – CONT.

| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
|---|--|--|---|-------------------------------|--|--|
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Detached Garages / Pole Barns / ONSITE BUILT ACCESSORY STRUCTURES | Valuation / Contract x 1 % Job Cost + \$ 25.00 | 0.10 per sq. ft. + 35.00 Planning Fee | 200-999 sq. ft. = \$ 100 1000 & more sq. ft. = \$ 200.00 | ICC Valuation x .0047 or .47% | \$ 0.85 per sq. ft. | ICC Valuation x 1 % This removes the + \$ 25.00 and contract and cost is based on valuation |
| Decks | 1 % job cost + \$25.00 | \$ 85.00 | \$25.00 – UNDER 200 SQ. FT. | ICC Valuation x .0047 or .47% | \$ 0.85 per sq. ft. | 0-199 / \$ 100.00 (if applicable) 200 – 400 / \$ 200 401 – larger / \$ 300 |
| Above/ On Ground Pool | \$ 50.00 | \$ 75.00 + \$ 35.00 Planning Fee | \$ 50.00 FLAT FEE | \$ 50.00 FLAT FEE | 0-10,000 - \$ 50 10,001-20,000- \$ 150 20,001-30,000 - \$ 200 30,001-40,000 - \$ 250 40,001-50,000 - \$ 300 50,001 + = \$ 350 | \$ 150.00 |
| In-Ground Pool | \$ 100.00 | \$ 75.00 + (valuation x 1%) + \$ 35.00 | \$ 50.00 | \$ 50.00 | SAME AS ABOVE | \$ 250.00 |
| Demolition – Partial | \$ 50.00 | \$ 135.00 | \$ 50.00 | \$ 50.00 | \$ 100.00 | \$ 100.00 |
| Demolition - Full | \$ 50.00 | \$ 135.00 | \$ 50.00 | \$ 50.00 | \$ 100.00 | \$ 200.00 |

RESIDENTIAL BUILDING PERMIT FEE COMPARISON – CONT.

| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
|-----------------------|----------------------------------|----------------------------------|---|--------------------|-----------------------|---|
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Final C/O | \$ 25.00 | \$0.07 per sq. ft. | \$ 25.00 | -NA- | -NA- | \$ 50.00 |
| Temp. C/O | - NA- | 350.00 – 15 days | \$ 75.00 | -NA- | \$ 200.00 | \$ 350.00 (good for 14 calendar days) |
| Re-Inspect Fee | \$ 25.00 – after 1 st | \$ 85.00 – after 1 st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 75.00 each after 1 st re-inspection |
| House Moving | \$ 50.00 | \$ 100.00 | \$ 100.00 | -NA- | \$ 200.00 | \$ 100.00 |
| Manufactured Homes | ICC Valuation x .35% | \$ 100.00 | Flat fee - \$ 600 Under 2500 sq. ft. 2501-4999 - \$ 700 5000 & more - \$ 900 | \$200.00 | \$ 0.85 per sq. ft. | \$ 250.00 |

| RESIDENTIAL PLUMBING PERMIT FEE COMPARISON | | | | | | |
|---|-------------------------------------|----------------------------|-------------------------------------|--------------------|-----------------------|--|
| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Plumbing New Construction or Additions | \$ 0.05 per sq. ft. | \$ 0.10 per sq. ft. | Flat Fee – 75.00 | -NA- | Flat Fee - \$ 100 | \$ 0.10 per sq. ft. |
| Remodels | \$ 0.05 per sq. ft. | \$ 60.00 per inspection | \$ 25.00 | -NA- | -NA- | \$ 75.00 |
| Re-Inspect Fee | \$ 25.00 – after 1 st | \$ 85.00 – after 1st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 75.00 each after 1 st re-inspection |
| PROPOSED ADDITION TO RESIDENTIAL PLUMBING FEES | | | | | | |
| Grinder Pumps (Rough-In & Final) | -NA- | \$ 85.00 | -NA- | -NA- | -NA- | \$ 75.00 |

| RESIDENTIAL MECHANICAL PERMIT FEE COMPARISON | | | | | | |
|---|----------------------------------|----------------------------------|----------------------------------|---------------------|------------------------------------|---|
| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Mechanical New Construction or Additions | \$ 0.05 per sq. ft. | \$ 0.10 per sq. ft. | Flat Fee – \$ 75.00 | \$ 0.10 per sq. ft. | Flat Fee – \$ 100.00 | \$ 0.10 per sq. ft. |
| Re-Model or Change-Out (per unit) | \$ 0.05 per sq. ft. | \$ 60 – per inspection | Flat Fee - \$ 25 | Flat Fee - \$ 75 | Flat Fee - \$ 100 | \$ 75.00 |
| Interior Gas Line | \$ 20.00 | \$ 0.10 per sq. ft. | -NA- | \$ 75.00 | Covered under flat fee of \$100.00 | \$ 50.00 |
| Re-Inspect Fee | \$ 25.00 – after 1 st | \$ 85.00 – after 1 st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 75.00 each after 1 st re-inspection |
| PROPOSED ADDITION TO RESIDENTIAL MECHANICAL FEES | | | | | | |
| Fireplaces | -NA- | \$ 50.00 | -NA | -NA- | -NA- | \$ 50.00 – each |

COMMERCIAL / INDUSTRIAL MECHANICAL PERMIT FEE COMPARISON

| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
|---|-------------------------------------|-----------------------------------|---|---------------------|---|---|
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Mechanical – New Construction or Additions | \$ 0.10 per sq. ft. | \$ 0.15 per sq. ft. | Under 10,000 sq. ft. - \$ 250.00 Over 10,000 sq. ft. - \$ 500.00 | \$ 0.10 per sq. ft. | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 0.15 per sq. ft. |
| Change-Out (per unit) | \$ 0.10 per sq. ft. | \$ 75.00 – per inspection | Flat Fee – \$ 25.00 | \$ 0.10 per sq. ft. | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 100.00 |
| Interior Gas Line | \$ 20.00 | \$ 0.15 per sq. ft. | \$ 25.00 | \$ 75.00 | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 100.00 |
| Re-Inspect Fee | \$ 50.00 – after 1 st | \$ 85.00 – after 1st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 100.00 each after 1 st re- inspection |
| PROPOSED ADDITION TO COMMERCIAL / INDUSTRIAL MECHANICAL FEES | | | | | | |
| Fireplaces | -NA- | \$ 50.00 | -NA | -NA- | -NA- | \$ 100.00 each |
| Walk-In Coolers or Freezers | -NA- | \$ 90.00 per cooler or freezer | | | | \$ 75.00 per cooler or freezer |
| Hotel per-floor Final Inspection | -NA- | \$ 350.00 per floor | -NA- | -NA- | -NA- | \$ 350.00 per floor |

COMMERCIAL / INDUSTRIAL PLUMBING PERMIT FEE COMPARISON

| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
|---|-------------------------------------|--|---|---------------------|---|---|
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Plumbing – New Construction or Additions | \$ 0.10 per sq. ft. | \$ 0.15 per sq. ft. | Under 10,000 sq. ft. - \$ 250.00 Over 10,000 sq. ft. - \$ 500.00 | \$ 0.10 per sq. ft. | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 0.15 per sq. ft. |
| Change-Out (per unit) | \$ 0.10 per sq. ft. | \$ 75.00 – per inspection | Flat Fee – \$ 25.00 | \$ 0.10 per sq. ft. | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 100.00 |
| Interior Gas Line | \$ 20.00 | \$ 0.15 per sq. ft. | \$ 25.00 | \$ 75.00 | 0-10,000 – \$ 100 10,000-20,000-\$ 150 20,001-30,000-\$200 30,001-40,000-\$250 40,001-50,000-\$300 50,001-over-\$400 | \$ 100.00 |
| Re-Inspect Fee | \$ 50.00 – after 1 st | \$ 85.00 – after 1 st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 100.00 each after 1 st re- inspection |
| PROPOSED ADDITION TO COMMERCIAL / INDUSTRIAL PLUMBING FEES | | | | | | |
| Grinder Pumps | -NA- | \$ 125.00 | -NA | -NA- | -NA- | \$ 125.00 |
| Grease Traps 1000 Gallon 1500 Gallon 2000 Gallon Under sink | Contract x 1% Any size | \$ 150.00 \$ 200.00 \$ 250.00 \$ 100.00 | -NA- | -NA- | -NA- | \$ 150.00 \$ 200.00 \$ 250.00 \$ 100.00 |
| Hotel per-floor Final Inspection | -NA- | \$ 350.00 per floor | -NA- | -NA- | -NA- | \$ 350.00 per floor |

| COMMERCIAL / INDUSTRIAL BUILDING PERMIT FEE COMPARISON | | | | | | |
|--|---|--|-------------------------------------|---------------|-------------------|---|
| YEAR ADOPTED | 2016 | 2023 | 2019 | 2021 | 2022 | 2025 |
| Type of Permit | PORTLAND | GALLATIN | WHITE HOUSE | SPRINGFIELD | GOODLETTSVILLE | PROPOSED FEES |
| Remodels | Contract x 1% - Commercial Contract x 0.25% - Industrial | \$ 0.10 per sq. ft. | Flat Fee – 75.00 | -NA- | Flat Fee - \$ 100 | \$0.10 per sq. ft. |
| Use & Occupancy | \$ 35.00 | \$ 50.00 – \$ 350.00 Depending on occupancy | \$ 25.00 | -NA- | \$ 100.00 | \$ 100.00 |
| Demolition | \$ 50.00 | \$ 100.00 | \$ 50.00 | \$ 50.00 | \$ 100.00 | Partial - \$ 250.00 Full - \$ 500.00 |
| Commercial Swimming Pool | \$ 100.00 | SAME AS ABOVE | SAME AS ABOVE | SAME AS ABOVE | SAME AS ABOVE | \$ 500.00 |
| Jobsite Trailer | \$ 100.00 | -NA | -NA- | -NA- | -NA | REMOVE |
| Re-Inspect Fee | \$ 50.00 – after 1 st | \$ 85.00 – after 1 st | \$ 50.00 – after 1 st | -NA- | \$ 100.00 | \$ 100.00 each after 1 st re- inspection |
| Full C/O | \$ 25.00 | \$0.07 per sq. ft. | \$ 25.00 | -NA- | -NA- | \$ 500.00 |
| Temp C/O – Commercial | - NA- | 450.00 – 15 days | \$ 75.00 | -NA- | \$ 200.00 | \$ 750.00 (Good for 14 calendar days) |
| Temp C/O Industrial | - NA- | 450.00 – 15 days | \$ 75.00 | -NA- | \$ 200.00 | \$ 1000.00 (Good for 14 calendar days) |
| Stock & Train Permit | -NA- | \$ 350.00 | -NA | -NA | -NA- | \$ 350.00 (Good for 14 calendar days) this will be in addition to the temp c/o. |

EXAMPLE ONLY

| FEE COMPARISON OF A 1250 SQ. FT. HOME – NO GARAGE, NO GAS | |
|--|----------------------------|
| CURRENT FEES | PROPOSED FEES |
| Building - \$ 739.77 | Building - \$ 845.45 |
| Plan Review - \$ 37.50 | Plan Review - \$ 62.50 |
| Plumbing - \$ 62.50 | Plumbing - \$ 125.00 |
| Mechanical - \$ 62.50 | Mechanical - \$ 125.00 |
| Admin. Fee - \$ 10.00 | Admin. Fee - \$ 15.00 |
| C/O Fee - \$ 25.00 | C/O Fee - \$ 50.00 |
| Impact Fees - \$ 2,451.75 | Impact Fees - \$ 2,451.75 |
| TOTAL - \$ 3,389.02 | TOTAL - \$ 3,674.70 |
| DIFFERENCE OF \$ 285.68 | |

Building – 1250 sq. ft. x \$ 169.09 ICC Valuation = \$ 211,362.50

| CURRENT | PROPOSED |
|------------------------------------|------------------------------------|
| $211,362.50 \times .35\% = 739.77$ | $211,362.50 \times .40\% = 845.45$ |
| $1250 \times 0.03 = 37.50$ | $1250 \times 0.05 = \$ 62.50$ |
| $1250 \times .05 = 62.50$ | $1250 \times 0.10 = 125.00$ |
| $1250 \times .05 = 62.50$ | $1250 \times 0.10 = 125.00$ |

PLANNING
FEE
COMPARISON
AND
EXAMPLES
ONLY
NOT
PART
OF
ORDINANCE

Planning Fee Schedule

Subdivisions

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|------------------|--------------|------------------------|---|-------------|-------------------------|----------|-------------------------------|
| Concept | Subdivisions | \$150 Plus \$5 per lot | \$100 + \$5 per lot | \$200 | \$150 Plus \$5 per lot | Same | 200 Lot Subdivision = \$1,100 |
| Preliminary Plat | Subdivisions | \$150 Plus \$5 per lot | \$500 + \$25/Lot (1-25 Lots). \$1,000 + \$25/Lot (26-50 Lots). \$1,200 + \$25/Lot (50 Lots or more) | \$200 | \$300 Plus \$25 per lot | Increase | 200 Lot Subdivision = \$5,300 |
| Final Plat | Subdivisions | \$150 Plus \$5 per lot | \$500 + \$25/Lot (1-25 Lots). \$1,000 + \$25/Lot (26-50 Lots). \$1,200 + \$25/Lot (50 Lots or more) | \$200 | \$500 Plus \$25 per lot | Increase | 200 Lot Subdivision = \$5,500 |

Site Plans

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|-----------------------|-------------|-------------------------------|---|---|-------------------------------|----------|---------|
| No Building | Site Plans | \$150 | \$500 up to 3 acres + \$100 per acre above 3 acres. \$3,000 Max | \$500 - Up to 1,000SF with plan review | \$200 | Increase | |
| Up to 10,000 Sq. Ft. | Site Plans | \$150 | \$500 up to 3 acres + \$100 per acre above 3 acres. \$3,000 Max | \$750 - up to 1,000SF with plan review | \$500 | Increase | |
| Over 10,000 Sq. Ft. | Site Plans | \$150 plus \$0.05 per Sq. Ft. | \$500 up to 3 acres + \$100 per acre above 3 acres. \$3,000 Max | \$1,500 - 1000SF to 5000SF with plan review. \$20,000 Max - Site Plans with square footages between 25,000SF - 200,000SF vary between \$6,000 - \$20,000 | \$500 plus \$0.10 per Sq. Ft. | Increase | |
| Maximum Site Plan Fee | Site Plans | \$500 | \$500 up to 3 acres + \$100 per acre above 3 acres. \$3,000 Max | | \$2000 | Increase | |

Rezoning and Annexation

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|----------------------------|-------------|-------------|----------|-------------|------------------|----------|---------|
| Annexation | Annexation | \$100 | \$2000 | \$300 | \$500 | Increase | |
| Annexation- Non Contiguous | Annexation | \$100 | \$2500 | \$300 | \$1000 | New | |
| Up to 0.99 Acres | Rezoning | \$200 | \$1000 | \$200 | \$300 | Increase | |
| 1 - 9 Acres | Rezoning | \$250 | \$1000 | \$200 | \$350 | Increase | |
| 10 - 19 Acres | Rezoning | \$300 | \$1000 | \$200 | \$400 | Increase | |
| 20 - 49 Acres | Rezoning | \$400 | \$1000 | \$200 | \$500 | Increase | |
| 50 - 99 Acres | Rezoning | \$500 | \$1000 | \$200 | \$600 | Increase | |
| 100 Acres or more | Rezoning | \$600 | \$1000 | \$200 | \$700 | Increase | |

Planned Unit Development

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|------|-------------|-------------|----------|-------------|------------------|--------|---------|
|------|-------------|-------------|----------|-------------|------------------|--------|---------|

| | | | | | | | |
|-------------------------------------|--------------------------|--------------------------------------|--|-------|--|----------|------------------------|
| Preliminary Master Development Plan | Planned Unit Development | \$350 plus \$5 per acre over 5 acres | \$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit | \$400 | \$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit | Increase | 200 Lot PMDP = \$3,000 |
| Final Master Development Plan | Planned Unit Development | \$250 plus \$5 per acre over 5 acres | \$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit | \$200 | \$1000 plus \$.02 per sq. ft. of non residential building and \$10/dwelling unit | Increase | 200 Lot FMDP = \$3,000 |

Temporary Uses

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|---------------------------|-------------|-------------|----------|-------------|------------------|--------|---------|
| Special Events Permit | Temporary | \$25 | | | \$25 | Same | |
| Special Event Plan Review | Temporary | \$50 | | | \$50 | Same | |

MISC

| Name | Application | Current Fee | Gallatin | White House | New Proposed Fee | Status | Example |
|-----------------------------------|-------------|-------------|--|--------------------------------|------------------|----------|---------|
| Board of Zoning Appeals | MISC | \$100 | \$500 for Variance and Conditional Use. \$300 for Admin Appeal | \$75, \$500 after Construction | \$500 | Increase | |
| Right of Way Abandonment | MISC | \$100 | NA | NA | \$100 | Same | |
| Subdivision Regulations Amendment | MISC | \$100 | NA | NA | \$100 | Same | |
| Land Use Plan Amendment | MISC | \$100 | NA | NA | \$100 | Same | |
| Plan Amendment | MISC | \$100 | NA | NA | \$100 | Same | |
| Zoning Ordinance Amendment | MISC | \$0 | \$1000 | NA | \$200 | Increase | |
| Zoning Letter | MISC | \$0 | \$50 | NA | \$50 | New | |

Building Codes - JUNE - 2025 Report

| Permit Type | Monthly Permits Issued | Amount | YTD Permits Issued |
|---------------------------|------------------------|--------------------|--------------------|
| Residential Building | 3 | \$2,737.40 | 47 |
| Commercial | 2 | \$135.00 | 4 |
| Industrial | 1 | \$235.00 | 11 |
| Plan Review | 7 | \$5,410.44 | 82 |
| Stand Alone Building | 0 | \$0.00 | 14 |
| Fire Alarm/Fire Sprinkler | 1 | \$10,364.00 | 5 |
| Plumbing | 6 | \$567.75 | 51 |
| Mechanical | 4 | \$368.40 | 79 |
| Use & Occupancy | 0 | \$0.00 | 3 |
| Swimming Pool | 2 | \$170.00 | 6 |
| Demolition | 1 | \$60.00 | 5 |
| Fire Works | 2 | \$3,000.00 | 7 |
| Total | 29 | \$23,047.99 | 314 |

Impact Fees Collected - JUNE - 2025

| | |
|---------------|-------------------|
| Parks | \$1,791.00 |
| Police | \$948.00 |
| Fire | \$2,166.00 |
| Total | \$4,905.00 |

General Fund - YTD Totals

\$427,107.69

General Fund - Fiscal YTD

\$631,222.29

Impact Fees - YTD

Parks - \$ 32,709.00

Police - \$ 47,309.00

Fire - \$140,776.00

Impact Fees - Fiscal YTD

\$37,246.00

\$62,201.00

\$183,223.00

June - Inspections

| | |
|---------------|------------|
| Commercial | 48 |
| Residential | 65 |
| Industrial | 7 |
| Totals | 120 |

Inspections - Totals YTD

| | |
|---------------|------------|
| Commercial | 180 |
| Residential | 476 |
| Industrial | 56 |
| Totals | 712 |

BUSINESS OFFICE MONTHLY REPORT

JUNE 2025

| | | |
|---------------------------------------|--------|-------------|
| Total Payments Received | 9,183 | \$2,221,914 |
| Utility Bills Processed | 10,347 | \$1,534,445 |
| Total Service Orders Processed | 169 | |

| Total Customers by Service | |
|-----------------------------------|------|
| Water | 8458 |
| Sewer | 4740 |
| Gas | 5334 |
| Sanitation | 4884 |
| Stormwater | 5129 |

| New Service Connect/Disconnect | |
|---------------------------------------|----|
| Water Disconnected | 90 |
| Water Connected | 60 |
| Gas Disconnected | 52 |
| Gas Connected | 18 |

| Taps Sold Apr 2025 | | Taps Sold YTD 2025 | |
|---------------------------|---|---------------------------|----|
| Gas | 8 | Gas | 39 |
| Water | 8 | Water | 93 |
| Sewer | 3 | Sewer | 62 |

| | |
|-----------------------------------|----|
| Leak Adjustments Processed | 29 |
| Pool Adjustments Processed | 35 |

| Property Taxes Processed | |
|-------------------------------------|---------|
| Bills Processed | 14 |
| Amount Received | \$8,778 |
| Property Taxes Collected YTD | |
| 2022 | 99.5% |
| 2023 | 99.1% |
| 2024 | 96.8% |
| Tax Relief | |
| New & Existing Applicants YTD | 242 |
| Submitted to State Dec 2024 | 1 |
| Payment Approved Dec 2024 | 13 |

| Municipal Court Findings | |
|---------------------------------|-----|
| Citations Suspended | 7 |
| Citations Dismissed | 30 |
| Defendants Found Guilty | 203 |
| Defendants Given Traffic Class | 104 |

| Business Licenses | |
|--------------------------|-----|
| Active Licenses | 572 |
| New Licenses | 4 |
| Renewed Licenses | 60 |
| Active Food Vendors | 16 |

Economic Development

2025 June Report

Commercial

Developer Meetings 3

Outreach calls from Vegas 4

Retail Calls 2

Retail Coach updates from Vegas

Industrial IDB

Robertson County IDB Meeting

Monthly State Update ECD Call

Meeting with Shoals PILOT

Prospect calls 4

MISC

Joint ECD Meeting Robertson County

Course - Assessing and Analyzing your Project

Meetings Chamber, OHCU

Legislative Update Call

Nashville Chamber Regional Partner Visit

Community

United Way Allocations Committee

Judge 4-H Contest



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

As of June 30, 2025
 Fiscal Year has elapsed - 100%

| | Amount | Unspent Committed Funds |
|---------------|--------------|-------------------------|
| GO Bond 2020 | \$3,921,537 | \$1,253,836 |
| W/S Bond 2020 | \$18,238,174 | \$0 |

| | 6/30/2025 | Board Passed | |
|----------------------------------|-------------------|-------------------|---------------|
| | | Budget | % of Budget |
| GENERAL FUND | | | |
| Revenue | | | |
| Taxes & Licenses | 11,375,569 | 11,345,400 | 100.3% |
| Planning & Codes | 667,721 | 713,500 | 93.6% |
| Intergovernmental | 2,432,167 | 2,422,000 | 100.4% |
| Miscellaneous | 431,356 | 362,000 | 119.2% |
| Court | 192,258 | 152,500 | 126.1% |
| Other Revenues | 1,049,897 | 915,000 | 114.7% |
| Loan Proceeds - Other Fin Source | 5,074,617 | 1,596,800 | 317.8% |
| Grants & Special Projects | 420,394 | 1,772,800 | 23.7% |
| TOTAL | 21,643,979 | 19,280,000 | 112.3% |
| Expense | | | |
| General Government | 2,594,938 | 2,732,091 | 95.0% |
| Administrative & Mayor | 424,090 | 437,095 | 97.0% |
| Human Resources | 145,746 | 157,307 | 92.7% |
| Planning & Zoning | 294,516 | 330,716 | 89.1% |
| Codes | 215,774 | 228,353 | 94.5% |
| Court | 88,471 | 88,810 | 99.6% |
| Police | 4,673,265 | 4,912,178 | 95.1% |
| Fire | 3,083,797 | 2,987,977 | 103.2% |
| Streets & Highways | 1,337,782 | 1,911,088 | 70.0% |
| City Garage | 200,042 | 201,915 | 99.1% |
| State Street Aid | 344,719 | 480,000 | 71.8% |
| Animal Control | 147,220 | 161,076 | 91.4% |
| Grants & Special Projects | 4,165,066 | 6,795,100 | 61.3% |
| Golf Course | 631,571 | 679,665 | 92.9% |
| Parks & Recreation | 1,000,562 | 1,040,338 | 96.2% |
| Community Development | 171,427 | 217,298 | 78.9% |
| TOTAL | 19,518,986 | 23,361,007 | 83.6% |

| WATER & SEWER | | Board Passed | | |
|--------------------------|---------------------------|---------------------|-------------------|--------------------|
| | | 6/30/2025 | Budget | % of Budget |
| Revenue | | | | |
| | Revenue | 18,678,668 | 17,364,706 | 107.6% |
| | TOTAL | 18,678,668 | 17,364,706 | 107.6% |
| Expense | | | | |
| | Water Plant | 1,826,060 | 1,852,294 | 98.6% |
| | Water Distribution System | 3,247,174 | 3,961,189 | 82.0% |
| | Grants & Projects | 8,917,702 | 11,505,706 | 77.5% |
| | Sewer Collection | 2,259,374 | 2,465,363 | 91.6% |
| | Sewer Plant | 2,646,081 | 2,886,546 | 91.7% |
| | Business Office | 530,975 | 563,960 | 94.2% |
| | Utility Administration | 796,333 | 809,420 | 98.4% |
| | TOTAL w/ Projects | 20,223,700 | 24,044,478 | 84.1% |
| NATURAL GAS FUND | | | | |
| | Revenue | 6,892,338 | 6,726,000 | 102.5% |
| | Expense | 6,803,817 | 6,858,004 | 99.2% |
| AIRPORT FUND | | | | |
| | Revenue | \$920,485 | \$863,465 | 106.6% |
| | Expense | \$2,424,725 | \$2,761,302 | 87.8% |
| DRUG FUND | | | | |
| | Revenue | \$20,601 | \$4,000 | 515.0% |
| | Expense | \$12,767 | \$20,500 | 62.3% |
| STORMWATER | | | | |
| | Revenue | \$1,267,047 | \$1,042,500 | 121.5% |
| | Expense | \$1,116,689 | \$1,377,415 | 81.1% |
| SOLID WASTE | | | | |
| | Revenue | \$1,655,998 | \$1,530,603 | 108.2% |
| | Expense | \$1,208,082 | \$1,335,494 | 90.5% |

| | | Board Passed | | |
|------------------------------------|----------------------------|---------------------|------------------|--------------------|
| | | 6/30/2025 | Budget | % of Budget |
| IMPACT FEES | | | | |
| Revenue | | | | |
| | Parks | 36,649 | 35,000 | 104.7% |
| | Police | 61,885 | 15,000 | 412.6% |
| | Fire | 181,779 | 7,500 | 2423.7% |
| | Interest | 25,069 | 0 | |
| | TOTAL | \$305,382 | \$57,500 | 531.1% |
| Expense | | | | |
| | Parks | 25,457 | 18,500 | 137.6% |
| | Police | 7,981 | 15,900 | 50.2% |
| | Fire | 33,620 | 33,639 | 99.9% |
| | TOTAL | \$67,058 | \$68,039 | 98.6% |
| DEBT SERVICE - GENERAL FUND | | | | |
| Revenue | Transfer from General Fund | \$991,047 | \$990,767 | 100.0% |
| Expense | | \$894,443 | \$990,767 | 90.3% |

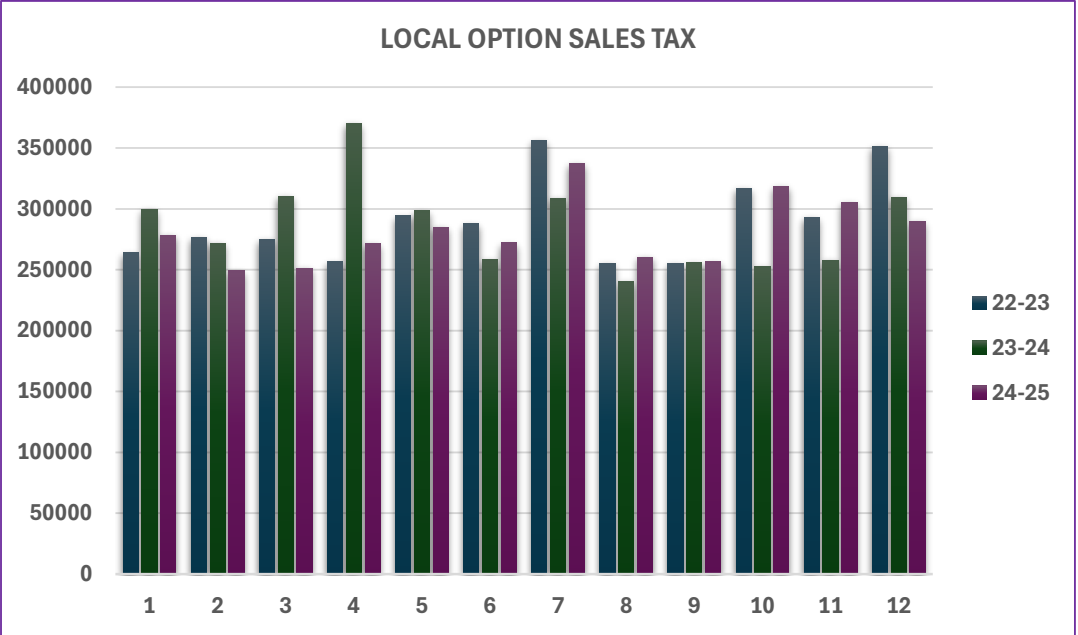
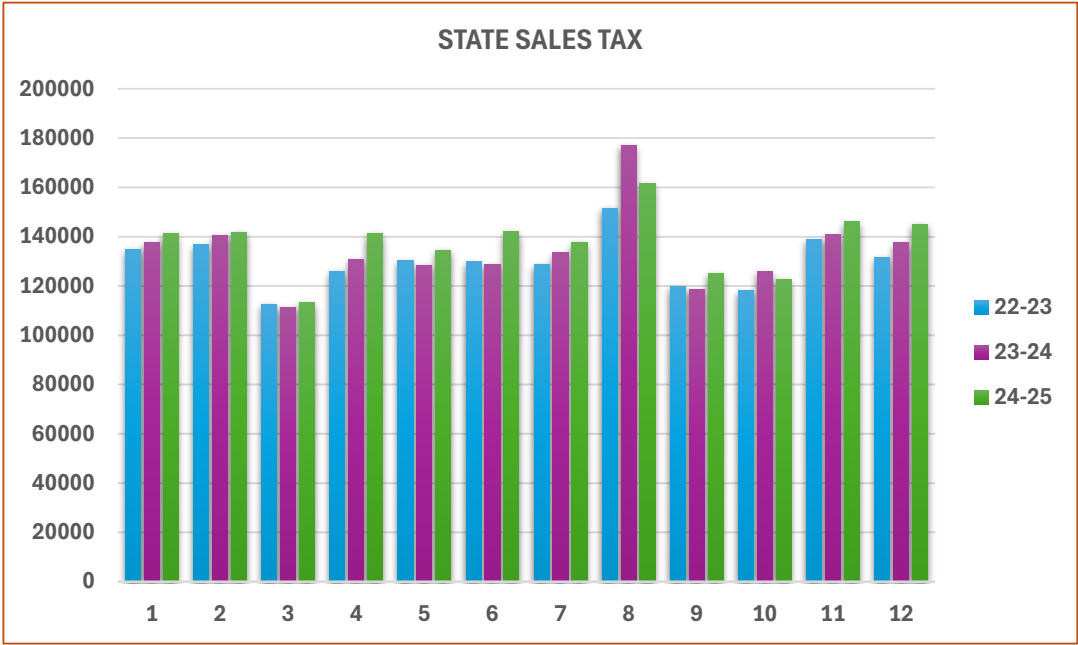
Rachel Slusser, CMFO

CAPITAL OUTLAY

| | | |
|------------------|---|--------------------|
| Police | Police Cars X 4 (three cars, one truck) | ✓ |
| Public Works | Pickup Truck | ✓ |
| | Lawn Mower X 2 | ✓ |
| | Mini Ex | Moved to next year |
| Animal Control | Pickup Truck | ✓ |
| | Outside Upgrades | In progress |
| Parks | Golf Sign | Moved to next year |
| | Golf Mower | ✓ |
| | Heating unit at Richland Park | On hold |
| | Tables & Chairs | ✓ |
| | Camera System | Moved to next year |
| Stormwater | Pickup truck | ✓ |
| Water Dist | Truck X 2 | ✓ |
| Sewer Collection | 1 ton truck | Order cancelled |
| | Pickup truck | ✓ |
| Gas | Pickup truck X 2 | ✓ |

PROJECTS

| | |
|------------------------------------|-------------|
| Comprehensive Plan | In progress |
| Parks Maintenance Bldg | Complete |
| Stormwater Bldg | Complete |
| Police Bldg Remodel | In progress |
| Irrigation - Golf Course | In progress |
| Splash Pad | In progress |
| Gym Floor | Complete |
| 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 | Complete |
| Dan Jenkins Bldg Demo | Complete |



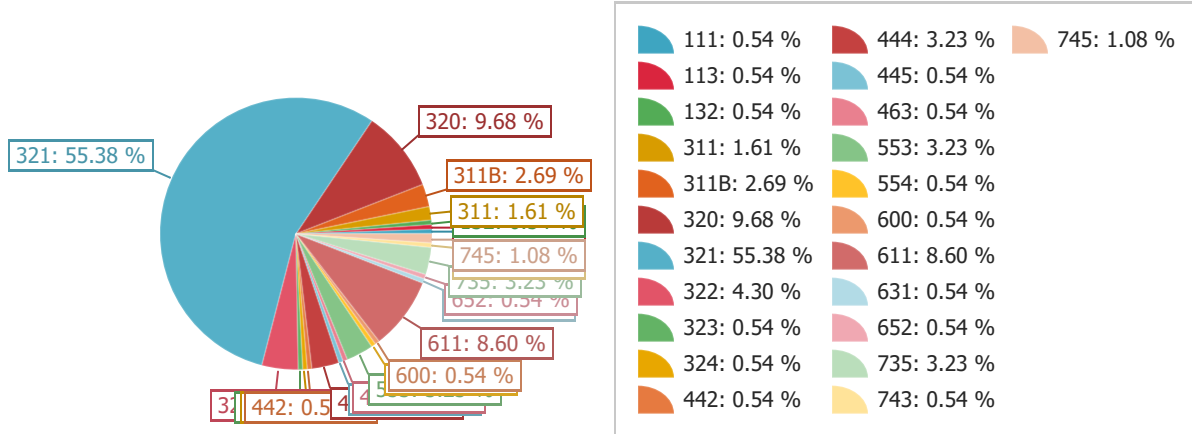


Portland Fire Department

111 Woods Road
 Portland, Tennessee 37148
 (615) 325-5649



Incident Reports By Incident Type, Summary



| Incident Type | Total Incidents | Percent |
|--|-----------------|---------|
| 111 - Building fire | 1 | 0.54% |
| 113 - Cooking fire, confined to container | 1 | 0.54% |
| 132 - Road freight or transport vehicle fire | 1 | 0.54% |
| 311 - Medical assist, assist EMS crew | 3 | 1.61% |
| 311B - Public Assist | 5 | 2.69% |
| 320 - Emergency medical service incident, other | 18 | 9.68% |
| 321 - EMS call, excluding vehicle accident with injury | 103 | 55.38% |
| 322 - Motor vehicle accident with injuries | 8 | 4.30% |
| 323 - Motor vehicle/pedestrian accident (MV Ped) | 1 | 0.54% |
| 324 - Motor vehicle accident with no injuries. | 1 | 0.54% |
| 442 - Overheated motor | 1 | 0.54% |
| 444 - Power line down | 6 | 3.23% |
| 445 - Arcing, shorted electrical equipment | 1 | 0.54% |
| 463 - Vehicle accident, general cleanup | 1 | 0.54% |
| 553 - Public service | 6 | 3.23% |
| 554 - Assist invalid | 1 | 0.54% |
| 600 - Good intent call, other | 1 | 0.54% |

| Incident Type | Total Incidents | Percent |
|--|------------------------|----------------|
| 611 - Dispatched & canceled en route | 16 | 8.60% |
| 631 - Authorized controlled burning | 1 | 0.54% |
| 652 - Steam, vapor, fog or dust thought to be smoke | 1 | 0.54% |
| 735 - Alarm system sounded due to malfunction | 6 | 3.23% |
| 743 - Smoke detector activation, no fire - unintentional | 1 | 0.54% |
| 745 - Alarm system activation, no fire - unintentional | 2 | 1.08% |

Total Number of Incidents: 186

Total Number of Incident Types: 23

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 '6/1/2025 12:00:00 AM' and '6/30/2025 11:59:59 PM'

Human Resources Monthly Report June 2025

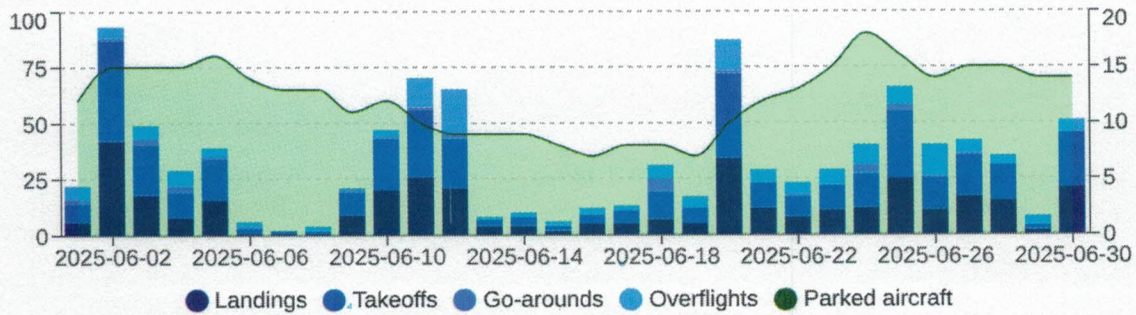
| New Hire Orientations | May | YTD |
|------------------------|-----|-----|
| Full-Time | 5 | 32 |
| Re-Hires | 0 | 2 |
| Part-Time | 2 | 3 |
| Retirements | 2 | 2 |
| Severances | | |
| • Voluntary | 7 | 17 |
| • Involuntary | 0 | 1 |
| Workers Comp Claims | 1 | 7 |
| Current open positions | 7 | |

Douglas Hunter Field | Runway Operations Report

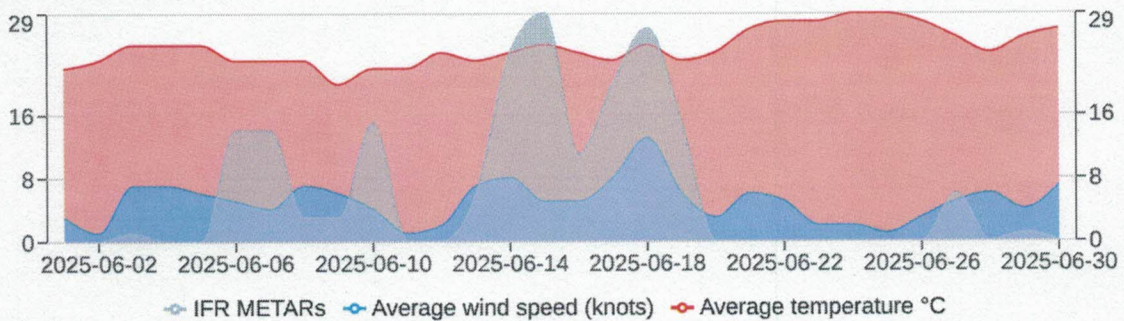
Report Date Range: 06/2025
 Report creation date: 07/11/2025 05:59
 Generated by: dhunter@cityofportlandtn.gov

| Total Operations | Landings | Takeoffs | Go-Arounds | Overflights |
|------------------|----------|----------|------------|-------------|
| 994 | 369 | 419 | 33 | 173 |

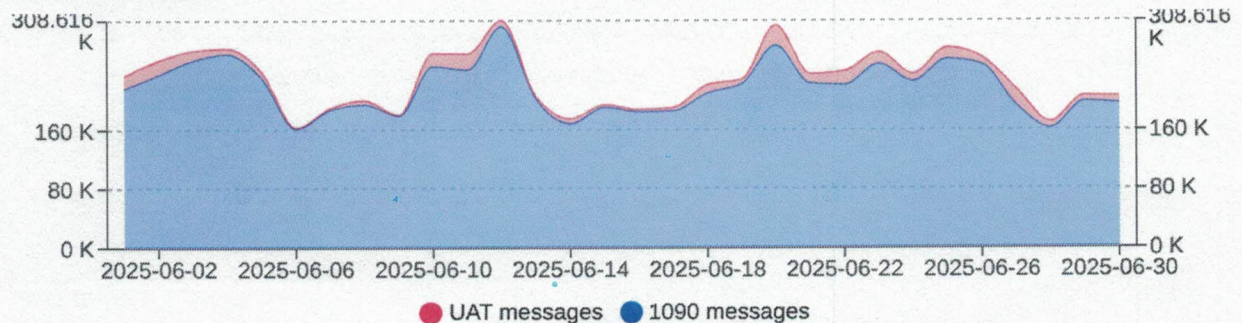
Operations by Day



Weather Conditions



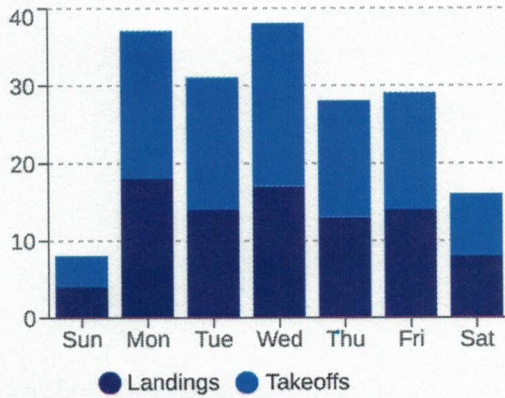
Receiver health



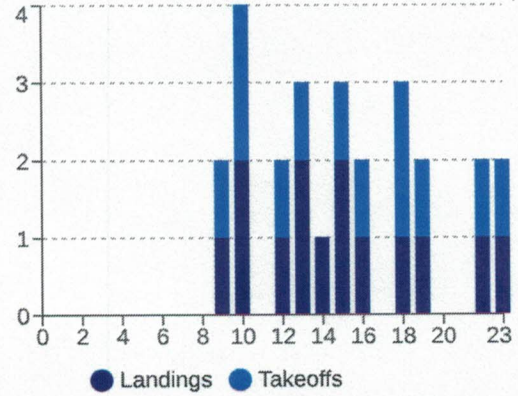
Douglas Hunter Field | Runway Operations Report

Report Date Range: 06/2025

Operations by Day of Week

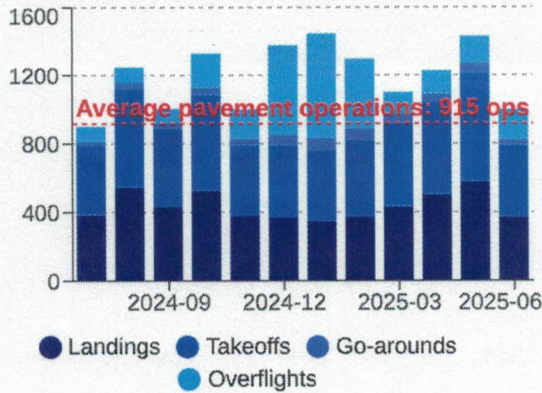


Operations by Hour



Historical Data

Landings and Takeoff By Month



Busiest Days on Record

| Rank | Date | Pavement ops | Aircraft |
|------|-----------------|--------------|----------|
| 1 | 2025-04-16 (W) | 158 | 17 |
| 2 | 2024-11-16 (S) | 123 | 18 |
| 3 | 2025-04-22 (Ti) | 121 | 18 |
| 4 | 2023-04-11 (Ti) | 105 | 13 |
| 5 | 2023-09-13 (W) | 103 | 15 |
| 6 | 2024-09-11 (W) | 101 | 18 |
| 7 | 2025-05-29 (Ti) | 100 | 8 |
| 8 | 2025-07-09 (W) | 99 | 5 |
| 9 | 2024-10-10 (Ti) | 98 | 16 |
| 9 | 2025-04-08 (Ti) | 98 | 12 |

Sales Summarized by Product

Site: **Portland Municipal Airport (TN)**

Created on (UTC):

Terminal: M4000-4001275

Start Date: 6/1/2025

End Date: 6/30/2025

| Name | Total Amount | Total Units | Total Count |
|--------|--------------|-------------|-------------|
| 100 LL | \$10821.52 | 2278.220 | 109 |
| Jet A | \$7327.60 | 1638.800 | 15 |

Running Totals

Number of Sales: 124

Sale Total: \$18149.12

Units Total: 3917.020

Fuel Sales for June 2025



Monthly Report / June 2025
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 | Off Season |
| Portland Soccer Club | Off Season |
| Portland Baseball and Softball | Tournaments |

Parks and Recreation Programs and Events

Irrigation: This project will be completed in July.

Richland Gym: RFQ committee selected Lose Design.

Splashpad: Construction has begun, and completion date has been set for December 2025. It will be ready for the 2026 season.

Maintenance Building: Construction is complete. Maintenance staff are in their new facility.

Richland Gym: Pickleball is on Monday and Thursday 10am to 2pm along with Tuesday 5pm to 8pm.
Morning walkers Monday – Friday 7am to 10 am.

Farmers Market is on Thursdays in Richland Park from 3:30pm to 7pm. This is in the soccer facility parking lot.

Friday Nights Scrambles are on Fridays at Dogwood Hills Golf Course starting at 5 pm.

Portland Youth Softball Baseball hosted District All Star Tournament June 13-16 and State Tournament on June 26 -30 at Richland Park. Both Tournaments were a huge success. This was the first State Tournament hosted at Richland Park and I was very pleased with the success of the Tournament.

Back to School Bash, Safety Day, Touch a Truck and ribbon cutting for the new Book Trail Sign and Book will be held on Saturday July 26th.

PHS Teachers are set to be at Meadowbrook Park on Thursday July 31st for a beautification project.

Traffic Count for Richland and Meadowbrook Parks from June to July 26:

Richland Park: 8,050 vehicles
Meadowbrook Park: 3,200 vehicles

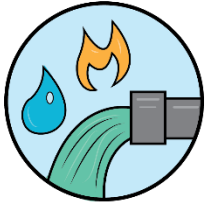


June 2025 Sales Report

| <u>Category</u> | <u>Items Sold</u> | <u>Total Sales</u> |
|--------------------|-------------------|--------------------|
| Annual Memberships | 1 | \$850.00 |
| Daily Rounds | 993 | \$25,850.00 |
| Cart Rentals | 147 | \$950.00 |
| Concessions | 765 | \$1,448.00 |
| Pro Shop | 212 | \$8,029.46 |
| Shed Rental | 1 | \$150.00 |
| Total: | | \$37,277.46 |

June 2024 Sales Report

| <u>Category</u> | <u>Items Sold</u> | <u>Total Sales</u> |
|--------------------|-------------------|--------------------|
| Annual Memberships | 1 | \$1,000.00 |
| Daily Rounds | 1,131 | \$29,410.00 |
| Cart Rental | 157 | \$1,030.00 |
| Concessions | 732 | \$1,340.00 |
| Pro Shop | 157 | \$5479.07 |
| Total: | | \$38,690.07 |



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

DEPARTMENT OF UTILITIES
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone (615) 323-1437

PDU Admin. Work Report June 2025

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 3.808 MGD.

Single Taps

- Water: 5 taps
- Sewer: 5 taps
- Gas: 2 taps

Development Taps

| Utility | Original Letter | First Renewal | Second Renewal |
|---------|-----------------|---------------|----------------|
| Water | 4 | 0 | 0 |
| Sewer | 5 | 0 | 0 |
| Gas | 1 | 0 | 0 |

City Projects

- Non-Competitive ARPA Grant Projects:
 - a. Masons 12” Connector Line – Water is 94% complete. Waiting on Oak Hill Tank to be completed.
 - b. Oak Hill Water Line – Water is 97% complete. Waiting on Oak Hill Tank to be completed.
 - c. Oak Hill Tank – Tank is 77% complete.
- Competitive ARPA Grant Projects
 - a. Regionalization Project – 6,150 linear feet has been installed.
 - b. Water Resource Protection Grant – WTP and City Lake Improvements – Obtaining withdrawal permit & TDEC-approved plans.
- 2” Service Line Replacement – 10 out of 17 service lines have been replaced.
- 2024 Sewer Point Repairs – 53 out of 53 items have been repaired. Restoration to follow.
- Sandye Ave Sewer – As-builts are approved.

Private Development

- Sandye Ave Water – As-builts are approved.
- Twin Lakes – sewer 95% waiting on testing and as-builts. Water 65% complete.
- Bracken Estates - Sewer phase 1 as-builts are approved. Water will have a preconstruction meeting soon.
- Parkside Pointe – As-builts are approved for Phase 3.
- Red River and Highland – 6” Waterline – 75% complete. The creek directional drilling has begun.
- Gateway 65 (Stateline Commerce) – onsite was given punch list awaiting cctv footage, 8” cleanout assembly needs to be installed, permanent power to fire line meter needs to be installed, testing of water main, backflow inspection reports needed once meters are set, fire hydrants need to be painted silver and as-builts.
- Bakers Acres Offsite – 30% complete.
- Fire Meters Installed – Rahn Industries (122A&B Davis St), 124A Davis St, SFW (Storage) (214 Kirby Dr), Ace Hardware (511 S Broadway)



PORTLAND

Department of Utilities

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Portland, Tennessee

CITY OF PORTLAND

TIM SUDDARTH – WTP CHIEF OPERATOR

298 PORTLAND LAKE RD.

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776 ext.192

Telephone 615-566-7074

Email TSuddarth@cityofportlandtn.gov

Portland WTP Report for June 2025

- Submitted May 2025 DMR via the EPA CDX online portal.
- Submitted May MOR's via certified mail.
- Submitted 2024 CCR (also known as the water quality report) to TDEC via electronic submittal.
- Hazen and Sawyer onsite to collect PFAS samples for WHUD.
- Provided storage tank level data and WTP operational data for the 4/14/24-4/27/24 and 11/10/24-11/23/24 timeframes to WHUD per their request.
- Cleary Construction and Stansell Electric were onsite to prepare bids for the Water Resource Management Grant project.
- Removed a fallen tree and other debris from WFDC intake. Manually cleaned WFDC intake. Cleared debris from underdrains of second access crossing.
- Acid washed and rotated electrolytic cells on Microchlor OSHG.
- John Lovell onsite 6/26/25 to deliver VTSCADA server with new software.
- 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 61,220,000 gallons of potable water for distribution to customers.



PORTLAND

Department of Utilities

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Portland, Tennessee

CITY OF PORTLAND

THOMAS O'LOUGHLIN – HEAD UTILITIES INSPECTOR

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-670-3977

Email Address: toloughlin@cityofportlandtn.gov

JUNE 2025 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

(14) Service Leaks

(5) Main Break Repairs

(5) New services installed

(50) Meter Change Outs

(5) days Rye engineering leak detection Oak Grove

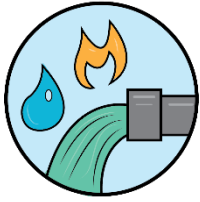
(2) Service Line Retirements

Flushing

Traffic

Cut off Lists

Locates



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Portland, Tennessee

CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

100 S RUSSELL ST

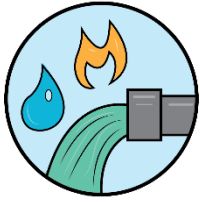
PORTLAND, TENNESSEE 37148

Office: (615) 325-6776, ext. 187

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – June 2025

- June Gas Usage at each Gate Station:
 - Robertson Co Station: 2,053.98 MCF
 - TGT: 21,076 MCF
 - Leath: 3,976.28 MCF
- 6 gas services installed consisting of 2,911LF of ¾" service line pipe
- 4 abandoned gas services
- 3 gas service line leak repairs
- 1- 2" HDPE System Valve Replaced
- Relocated 60ft of 2" HDPE gas service for TDOT Project on Eubanks Dr
- Relocated 104ft of ¾" HDPE gas service and tap for driveway/washout
- 1 Excess Flow Valve (EFV) added to existing gas service
- 14 yard repairs
- 1 Leak Survey leak repaired
- #3 Regulator Station (Hwy 109) leak repairs
- Annual Crew Evaluations
- End of Fiscal Year Inventory Count
- Completed 2025 Leak Survey - SE Quadrant-TPUC Requirement
- Gas Leak Investigations/Odor Complaints (indoor and outdoor)
- Quarterly Patrolling -TPUC Requirement
- 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 – (June. 2025)

- 2439– CS Check Stations consisting of 87 pump stations biweekly & 68 the other days.
- 237 - 811 Locates
- 28 – SC Service Calls
- 1 - Telemetry alarms repair required
- 142 Hrs. - LSM Lift Station Maintenance
- 13 L/S Cleaned w/ Vac Truck.
- 14– LSR Lift Station Repairs.
- 4– YR Yard Repairs & 33 overflows cleaned up
- 128 Hrs. - Monthly CCTV searching for I&I Locations and inspections.
- 30 Hrs. Helping other departments.
- 3– SLR Service Line Repairs.
- 5-cleanout box replacement & 2 Cleanout repairs
- 2 New tap installations.
- 2 Capped taps for Demo Permits
- 36 Hrs.- INI search
- 12- SLIN Service line inspection
- 1- Manhole replacement.
- 214 Hrs. - Monthly Safety Training, Osha 10 Class, Pipe Check training & OTJ Training for 2 new employees.
- 38 HRS- Shop Work
- 21 HRS- Equipment Maintenance.
- 102 HRS Office Work
- 34 Overflows & 1 Releases for the month of June 2025.

Jonathan Harrison
Collections System Supervisor



PORTLAND

Department of Utilities

Call 811 Before You Dig!

Portland, Tennessee

CITY OF PORTLAND

JENNIFER YOUNG – WW CHIEF PLANT OPERATOR

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Jyoung@cityofportlandtn.gov

WWTP Monthly Report June 2025

We are currently running all 3 SBR's with good results. Here are our monthly totals.

- Total Influent Flow- 60.8 mgd
- Total Effluent Flow- 53.0 mgd
- Peak Influent Flow- 3.94 mgd
- Peak Effluent Flow- 4.14 mgd
- Total Rainfall- 7.21"
- Peak Rainfall- 2.01"

- We are working with Revere on getting the most accurate influent flow meter in place.

- We are working on getting issues with SBR #2 decanter valve cleaned and possibly replaced.

- We had Wendy from Aqua Aerobics come and do some training. She was fantastic, I look forward to implementing a lot of new options into the plant so we will run even more efficiently.



Planning Department June Monthly Report

| Item | June | Year To Date |
|--|------|--------------|
| Calls To/From Planning Department | 263 | 1514 |
| Number of Developer Meetings | 7 | 68 |
| Number of Complaints / Violations | 2 | 3 |
| Number of Walk-ins | 3 | 38 |
| Number of IDT Submissions | 13 | 91 |
| Number of Other Meetings | 9 | 18 |
| Number of Projects Invoiced | 2 | 35 |
| BZA Board Members Present | 0 | - |
| BZA Agenda | 1 | 6 |
| BZA Minutes | 0 | 1 |
| Number of Items on Agenda BZA | 0 | 1 |
| Planning Commission Agenda | 1 | 5 |
| Planning Commission Minutes | 1 | 6 |
| Planning Commission Board Members Present | 7 | - |
| Number of Items on Agenda Planning Commission | 6 | 34 |
| Open Records for Planning Department | 3 | 10 |
| Active Letters of Credit | 1 | 33 |
| Emails | 466 | 3219 |
| File Archiving/Scanning | 0 | 6 |
| Plat Certifications Intake & Pickup | 1 | 31 |
| Planning Commission Packets | 9 | 45 |
| Trip to Court House for Annexations | 0 | 1 |
| In House Reviews | 0 | 2 |
| Food Trucks | 2 | 20 |

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

7/1/2025 TO 7/31/2025

| CID ACTIVITY | | | | | |
|------------------|----|------------------------|-----|---------------------|----|
| Cases Assigned | 26 | Interviews Conducted | 128 | Asset Forfeitures | 0 |
| Cases Inactive | 4 | Monitored Interviews | 0 | DCS/AOA | 8 |
| Cases Cleared | 14 | Search Warrants | 8 | Knock and Talk | 22 |
| Call outs | 1 | Judicial Subpoenas | 4 | Assist Patrol Units | 13 |
| Grand Jury Cases | 0 | General Sessions Cases | 3 | Forensic Interviews | 0 |
| Grand Jury Hours | 0 | General Sessions Hours | 9 | Fire Investigations | 1 |
| Juv Court Cases | 0 | Criminal Court Cases | 1 | CVSA Performed | 1 |
| Juv Court Hours | 0 | Criminal Court Hours | 1.5 | Sex offenders reg | 1 |

| Records Activity | | | |
|------------------------|-----|-------------------|-----|
| Copies Distributed | | Background Checks | |
| Walk-ins | 3 | Government | 4 |
| E-mails | 46 | Public Housing | 0 |
| Grand Jury & DA Copies | 9 | Local | 28 |
| Arrest Reports | 118 | Incident Reports | 110 |
| Written Warnings | 127 | City Citations | 267 |

| ANIMAL CONTROL ACTIVITY (PART TIME ONLY) | | | | | |
|--|---|--------------------|---|------------------|---|
| Service calls | 6 | Sent to SCSO | 0 | Total Animals | 6 |
| Follow-ups | 0 | Assists | 0 | Reports | 0 |
| Talk to Officer calls | 3 | Cite | 0 | Verbal Warnings | 0 |
| Written Warnings | 0 | Welfare Complaints | 0 | Noise Complaints | 0 |
| Total Dogs | 1 | Total Cats | 5 | Total Livestock | 0 |
| Total Wildlife | 0 | Total Reptiles | 0 | | |
| | | | | | |

| PROPERTY MAINTENANCE / CODES | | | |
|------------------------------|----|---------------------------|----|
| CASE NUMBERS | 21 | RESOLVED BY CONTACT/PHONE | 10 |
| NON-COMPLIANCE LETTERS | 21 | CITY COURTS DATES | 1 |
| NEW GRASS/RUBISH COMP | 14 | CITY HALL BANK ESCORTS | 20 |
| RE-INSPECTIONS | 4 | MAIL DELIVERY | 20 |
| PARKING COMPLAINTS | 0 | ASSIST ANIMAL CONTROL | 18 |
| FOLLOW-UP PARKING COMP | 0 | ARRESTS | 0 |
| VEHICLES (NON-COMP) | 3 | REPORTS | 2 |
| WORK ORDERS | 2 | CITATIONS | 0 |
| PROPERTY LIENS | 0 | WRITTEN WARNINGS | 0 |
| RELEASE OF LIENS | 0 | Civil Warrants | 1 |

| CALLS FOR SERVICE | | | | | |
|-------------------------------|----|------------------------|----|--|------|
| TOTAL MONTHLY CALLS= 2,218 | | | | | |
| 911 HANG UP | 32 | DRUG INVESTIGATION | 2 | RIOT | 0 |
| 911 MISDIAL | 40 | ESCORT | 14 | ROBBERY | 0 |
| 911 MISDIRECT | 7 | EVADING | 0 | RUNAWAY | 1 |
| 911 OPEN LINE | 40 | EXPARTE SERVICE | 0 | SCAM | 1 |
| ABANDONED VEHICLE | 4 | EXTRA PATROL | 80 | SCHOOL CHECK | 17 |
| ABUSE INVESTIGATION | 0 | FIELD INTERVIEW | 0 | SCHOOL ZONE | 0 |
| ACCIDENT INJURY | 10 | FIGHT | 0 | SEX OFFENDER REGISTRATION/VIOLATION | 0 |
| ACCIDENT INJURY HIT/RUN | 0 | FIREARM DENIAL | 0 | SEXUAL ASSAULT | 0 |
| ACCIDENT PROPERTY | 31 | FIREWORKS | 6 | SHOOTING | 0 |
| ACCIDENT PROPERTY HIT/RUN | 1 | FOLLOW-UP | 22 | SHOPLIFTING | 0 |
| ACCIDENT SERIOUS INCIDENT | 2 | FORGERY | 0 | SHOTS FIRED OR HEARD | 1 |
| ACTIVE SHOOTER | 0 | FRAUD | 4 | SOLICITOR | 4 |
| ADMIN INVESTIGATION | 0 | HANGING | 0 | SPECIAL ASSIGNMENT | 3 |
| AIRCRAFT EMERGENCY | 0 | HARASSEMENT | 4 | SPECIAL ASSIGNMENT COMMUNITY | 4 |
| ALARM | 45 | HOSTAGE SITUATION | 0 | STABBING | 0 |
| ALARM HOLD UP/PANIC | 0 | HOTEL CHECK | 0 | STALKING | 0 |
| ALARM RESIDENTIAL PANIC | 3 | ILLEGAL DUMPING | 1 | STOLEN VEHICILE | 1 |
| ALARM TEST | 0 | INDENCENT EXPOSURE | 0 | SUBDIVISION CHECK | 2 |
| ANIMAL CALL | 35 | INVESTIGATION | 3 | SUBJECT CHECK | 37 |
| APARTMENT CHECK | 1 | JUVENILE | 10 | SUICIDAL SUBJECT | 6 |
| ARMED SUBJECT | 0 | JUVENILE TRANSPORT | 0 | SUSPICIOUS INCIDENT | 17 |
| ARSON | 1 | KIDNAPPING | 0 | SUSPICIOUS PERSON | 8 |
| ASSAULT | 1 | KNOCK AND TALK | 2 | SUSPICIOUS VEHICLE | 3 |
| ASSIST CITIZEN | 26 | LAKE CHECK | 0 | TALK TO OFFICER | 200 |
| ASSIST EMS | 21 | LOCKOUT | 9 | TEST CALL | 0 |
| ASSIST FIRE | 8 | LOCKOUT URGENT | 0 | TEST CALL ALL AGENCIES | 0 |
| ASSIST OTHER AGENCY | 21 | LOST/FOUND PROPERTY | 12 | THEFT | 12 |
| ATTEMPT TO LOCATE | 10 | LPR HIT | 1 | THREATS | 5 |
| BARRICADED SUBJECT | 0 | MENTAL TRANSPORT | 1 | TRAFFIC COMPLAINT | 2 |
| BLUE TEAM REPORT | 0 | MISC. MATTER OF RECORD | 4 | TRAFFIC ENFORCEMENT | 8 |
| BOLO | 7 | MISSING ADULT | 1 | TRAFFIC HAZARD | 15 |
| BOMB THREAT | 0 | MISSING JUVENILE | 0 | TRAFFIC STOP | 1006 |
| BURGLARY | 3 | NOISE COMPLAINT | 6 | TRAIN DERAILMENT | 0 |
| BUSINESS CHECK | 87 | OPEN DOOR | 4 | TRESPASS | 5 |
| CAR SEAT CHECK | 1 | OVERDOSE | 0 | TROUBLE @ PD | 0 |
| CHECKPOINT | 0 | PARK CHECK | 46 | UNAUTHORIZED USE OF VEHICLE | 0 |
| CITY CALL OUT | 0 | PARKING COMPLAINT | 5 | UNKNOWN SITUATION | 0 |
| CIVIL MATTER | 9 | PHONE MESSAGE | 0 | VANDALISM | 0 |
| CODE 99-OFFICER IN TROUBLE | 0 | PRISONER ESCAPE | 0 | VEHICLE BURGLARY | 1 |
| CODES | 19 | PRISONER TRANSPORT | 0 | VEHICLE CHECK | 29 |
| DAMAGE TO PROPERTY | 5 | PRIVATE PROPERTY TOW | 1 | VIOLATION CORRECTION VERIFY | 27 |
| DEATH INVESTIGATION | 2 | PROSTITUTION | 0 | VIO OF ORDER OF PROTECTION | 1 |
| DELIVER MESSAGE | 3 | PROWLER | 0 | WARRANT CIVIL | 1 |
| DISORDERLY CONDUCT | 0 | P.I. | 0 | WARRANT CRIMINAL | 2 |
| DISTURBANCE | 13 | RADIO COMMUNICATION | 0 | WEATHER RELATED ISSUE | 0 |
| DOMESTIC | 14 | RECKLESS DRIVER | 36 | WELFARE CHECK | 15 |
| DRILL | 0 | REFERRAL | 3 | GANG ACTIVITY | 0 |
| DUI | 1 | REPO | 4 | GAS DRIVE OFF | 0 |

| | |
|-------------------------------------|---------|
| YTD Total Calls for Service | 15,233 |
| YTD Total Written Warnings | 913 |
| YTD Total Speeding Citations | 697 |
| YTD Total all other city citations | 495 |
| YTD Commercial vehicle enforcements | 116 |
| YTD Total Arrest | 363 |
| Total Fuel per Gallons | 3907.00 |

| FLEX UNIT INFORMATION | | | | | |
|-----------------------|--|-------------------|--|-----------------|--|
| TRAFFIC STOPS | | DRUGS CASES | | WEAPONS SEIZED | |
| WARNINGS | | Misdemeanor | | RIFLE | |
| CITATION | | Felony | | SHOTGUN | |
| ARRESTS | | Paraphernalia | | PISTOL | |
| | | ASSET FORFEITURES | | OTHER | |
| | | Vehicles | | | |
| | | Currency | | KNOCK AND TALKS | |
| | | Other | | | |

Flex Unit reassigned to patrol for manpower

| | | | | | |
|-----------------|--|---------------------|--|-----------------------|--|
| WARRANTS SERVED | | ASSIST PATROL | | CONSENSUAL ENCOUNTERS | |
| K-9 ALERTS | | ASSIST OTHER AGENCY | | ASSIST CID | |

| FLEX UNIT COURT INFORMATION | | | | |
|-----------------------------|------------|--|------------|--|
| GRAND JURY | # OF CASES | | # OF HOURS | |
| GENERAL SESSIONS | # OF CASES | | # OF HOURS | |
| JUVENILE COURT | # OF CASES | | # OF HOURS | |
| CRIMINAL COURT | # OF CASES | | # OF HOURS | |



Portland Police Department

PPD PATROL DIVISION ACTIVITY FORM

Month: JULY

Supervisor: BARTOLOTTA



| Officer | Crashes Worked | Speed Cite | DUI | Child Seat | Seat Belt | Distracted Driving | Other Cites | Other Warnings | Verbal Warning | School Zone | CMV | Reports | Assist | Arrests | Total Stops | Calls for service | Financial Responsibility |
|---------------|----------------|------------|----------|------------|-----------|--------------------|-------------|----------------|----------------|-------------|-----------|------------|------------|------------|-------------|-------------------|--------------------------|
| ADAMS | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 16 | 0 | 0 | 7 | 80 | 1 | 14 | 36 | 1 |
| BISE | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 11 | 16 | 0 | 0 | 1 | 55 | 1 | 30 | 29 | 0 |
| BRADLEY, R | 2 | 5 | 0 | 0 | 0 | 0 | 7 | 0 | 16 | 0 | 0 | 7 | 44 | 2 | 26 | 31 | 1 |
| BRADLEY, L | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 13 | 0 | 0 | 5 | 29 | 1 | 17 | 33 | 0 |
| BRAY | 0 | 7 | 0 | 0 | 0 | 0 | 5 | 2 | 11 | 0 | 0 | 8 | 48 | 7 | 25 | 100 | 1 |
| BUCHANAN | 1 | 16 | 1 | 0 | 0 | 4 | 8 | 6 | 43 | 0 | 0 | 3 | 9 | 3 | 81 | 6 | 2 |
| CLEMMONS | 2 | 0 | 0 | 0 | 0 | 0 | 4 | 1 | 47 | 0 | 0 | 9 | 93 | 2 | 78 | 47 | 1 |
| CLINE | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 32 | 0 | 0 | 5 | 32 | 2 | 23 | 36 | 0 |
| CONYER | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 5 | 18 | 0 | 0 | 8 | 39 | 6 | 30 | 18 | 2 |
| CORLEY | 1 | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 5 | 0 | 0 | 2 | 10 | 1 | 6 | 36 | 0 |
| CRADDOCK | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 16 | 0 | 0 | 2 | 15 | 1 | 17 | 32 | 0 |
| ENGEL | 0 | 0 | 0 | 0 | 0 | 0 | 100 | 1 | 19 | 0 | 1 | 45 | 40 | 40 | 81 | 41 | 22 |
| FRANKS | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 2 | 9 | 0 | 0 | 8 | 8 | 1 | 20 | 63 | 1 |
| KAYLOR | 0 | 1 | 0 | 0 | 0 | 0 | 10 | 0 | 29 | 0 | 1 | 17 | 31 | 17 | 60 | 35 | 6 |
| LADD | 1 | 1 | 0 | 0 | 0 | 0 | 3 | 15 | 14 | 0 | 0 | 12 | 27 | 6 | 42 | 50 | 3 |
| LEPTER | 1 | 7 | 1 | 0 | 0 | 0 | 0 | 0 | 26 | 0 | 0 | 8 | 20 | 7 | 34 | 42 | 0 |
| LESTER | 1 | 2 | 0 | 0 | 0 | 0 | 2 | 23 | 19 | 0 | 2 | 2 | 42 | 5 | 46 | 27 | 0 |
| MANNY | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 4 | 26 | 0 | 0 | 2 | 28 | 2 | 31 | 37 | 0 |
| MILLER | 2 | 1 | 0 | 0 | 0 | 1 | 2 | 12 | 7 | 0 | 0 | 5 | 13 | 3 | 23 | 55 | 1 |
| PSZENITZKI | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | 0 | 0 | 4 | 26 | 0 | 20 | 13 | 0 |
| RILEY | 0 | 7 | 0 | 0 | 0 | 0 | 1 | 2 | 3 | 0 | 0 | 0 | 1 | 0 | 13 | 3 | 0 |
| ROMAN | 11 | 78 | 0 | 1 | 1 | 3 | 19 | 25 | 18 | 0 | 7 | 17 | 12 | 8 | 148 | 20 | 1 |
| RUSH | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 14 | 3 | 0 | 1 | 4 | 55 | 2 | 18 | 135 | 0 |
| STEPHENS | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 19 | 0 | 0 | 6 | 19 | 3 | 29 | 39 | 1 |
| TAYLOR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 17 | 0 | 0 | 6 | 48 | 0 | 25 | 40 | 0 |
| TONY | 2 | 0 | 0 | 0 | 0 | 0 | 2 | 5 | 0 | 0 | 0 | 2 | 60 | 0 | 7 | 40 | 0 |
| WERNER | 1 | 28 | 0 | 0 | 0 | 0 | 3 | 1 | 42 | 0 | 1 | 7 | 7 | 4 | 73 | 14 | 7 |
| Total: | 29 | 162 | 2 | 1 | 1 | 8 | 177 | 144 | 504 | 0 | 13 | 202 | 891 | 125 | 1017 | 1058 | 50 |



Date: 7/24/2025

Stormwater Management Monthly Report- June 2025

Illicit Discharge Detection and Elimination

Several meetings were held throughout the month to discuss stormwater issues with homeowners. The main topics of conversation were drainage issues and flooding concerns.

Construction Site Runoff Control

Pre-Con/Pre-App Meetings: 5

LDPs issued: 4

CGP Inspections: 20

CGP inspections are required once monthly per TDEC. Most sites are inspected more than once a month through pre-con inspections, re-inspections, and illicit discharge complaints. Residential sites that are not under TDEC coverage are inspected on a weekly basis.

Permanent Stormwater Management

New LTMA's received: 0

LTMA Inspections Received: 2

Good Housekeeping

The stormwater inspector did the required bi-annual inspections of the city facilities this month. The reason for these inspections is to make sure that our own municipality is following the same regulations that we require others in the city to follow.



CITY OF PORTLAND

Public Works

Stormwater Field Crew

Council Report Submitted by
David Harris

Submitted for the July 2025 meeting
For June 2025

Maintenance (Citywide Various Locations)

- Maintenance: Storm grate, driveway tiles, canals, ditches and cut swells in yards to prevent flooding etc.
- Installation or replacement of driveway and road tiles.
- Place signage such as detour, work ahead - as needed
- Check and clean storm drains prior to storm event
- Yard repair: clean up, seed and straw job site
- Meet with homeowners about drainage issues or upcoming jobs.
- Tree removal
- Setup and Checked beaver traps.
- Purchase supplies: Drainage pipe, gravel, fittings, tools etc...

Other Tasks

- Attend meetings:
- Called in Tn One Call tickets
- Office: Timesheets, work orders, project sheets, reports etc...
- Inventory counts

Vehicle and Equipment

- Took truck and equipment to get repairs - Local mechanic shop and outside source.
- Perform daily maintenance check on vehicle and equipment
- Pick up various parts and supplies for vehicles and equipment.
- Clean up equipment and trucks

Assistance Work (Convenience Center, Other Dept. & Other City)

- Convenience Center: clear site of debris and maintain the burn box
- Range: Maintain road, and drainage
- Assist other depts as needed.
- Strawberry Festival
- Help: Chamber of Commerce, Little League park

Projects:

- Poplar St. Project Remove And Replace Driveway tiles on the entire Street, Ditch Clean Out on entire St.
- 105 Carlin Dr. Cut curb and swells in back of property to move water off property faster
- Clubbs Rd. Installed 30' of Driveway tile and a Ditch Cleanout
- Brush Cut William Mack, Collins Detention, Davis St.
- Poplar St. Cut swell in between Driveways 113-115 Poplar St.



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

Submitted for July 2025 Meeting.
June-July 2025 Report.

Maintenance and Management

- Downtown area - Pick up trash, empty cans, water flowers and water systems, etc....
- Cross train employee's on the mowing tractors and other equipment
- Trim and remove low hanging branches
- Clean up at shop (put away tools, organize signage and other materials)
- Straighten up shop lot: all tractors, trailers, backhoe, and other equipment
- Office paperwork - Time sheets, po request, work orders, route sheets, daily task and monthly report
- Organize inventory and tools as needed.
- Maintain traffic signals, school zone lighting and decorative street lighting.
- Report street light issues to CEMC.
- Assist paving crew - (prep and plan) riser and roadplates
- Inventory counts -
- Collect bagged leaves - brush route

Maintenance of Roadway and Signage

- Potholes: Check, fill with gravel, repair with cold or hot mix.
- Roadcut: Prep equipment, compact gravel, then asphalt area.
- Edge of road: Repair with gravel or asphalt
- Graveled around mailboxes (USPS request)
- Remove debris from roadway: branches, dead animals, car parts, glass etc....
- Signage: Repair, replace or install
- Remove, haul, dispose of scrap material
- Mowing: Right of ways, canals, shooting range, intersections, city property lots and shops.
- Mow lots for our Codes Enforcement Dept
- Weed eat and spray: downtown area, overpass, guard rails, various intersections ,around signage etc.....
- Mow with tractors, bushhog, zero turns, batwing mowers etc...
- Banners and signage - Installation or change out.

Assist in other Departments

- Sanitation: Assist by helping drive claw truck or sanitation truck Bulk and Brush pick up
- Stormwater: Check storm drains
- Convenience Center - Attendant on site, smash down dumpsters, schedule hauls, and maintain the burn box.
- Golf Course: Remove trees, maint repairs etc....
- Richland and Meadow Brook Park
- City Property: Various task such as: trees, gravel, drainage
-



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

Vehicle & Equipment Maintenance

- Perform daily maintenance check on vehicle and equipment
- Took truck and equipment to get repairs - Local mechanic shop and outside source.
- Pick up various parts and supplies for vehicles and equipment.
- Repair equipment and tools (Tires, batteries, hoses, decks, fluids, fittings, blades, etc.)
- Repairs made on tractors, chipper, trailers, hot box, backhoe etc.....
- Switch out and replacing attachments on equipment (Mowers and tractors)
- Clean up spills in the roadway

Special Events:

- Traffic Control , setup barricades, cones/ Removed after event
- Setup and remove signage and message boards (road closure etc.)
- Set up tables, chairs, stage for the band and other displays.
- Pick up and drop off supplies.
- Clean up and remove all trash before and after any event.
- Set up signage and digital message boards

- Decorate for Holiday: Such as Christmas, spring and fall events.
- Christmas Parade
- Strawberry Festival
- Fall Festival
- Homecoming Parade
- Music on Main
- Car Shows

Assist other businesses

- Chamber of Commerce
- Hands of Hope
- Portland Cares
- Portland Schools
- Little League Park

Misc. other task

- Tree's: cut and haul away debris (Various locations)
- Flower and landscape: Removed dead flowers, fertilize, water and clean up
- Gazebo: Painted, fixed flag and repaired water lines
- Prep all winter equipment (Snow plow, trucks, salt spreaders etc...)
- Removed gravel from roadways and curb areas.



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

- Street Shop - Salt Shed: Cleaned up, installed new lights, helped electrician, prep site to get paved.
- Christmas tree, lights and decorations were installed: City Hall, Gazebo, Mini Park, Moye-Green house,
- downtown, North and S Fire Hall, Police Dept, intersection of Hwy 109/52 and on poles along Hwy 109.
- Cleaned trash, weeded painted curb and gutter hwy 109 hwt 52 and down town
- Tree's: Removed several trees from city property. Used stump grinder to level the areas.
- installed all hanging flower pots and ground pot down town
- repaired side walks on main st
- installed benches and new mulch downtown
- Shut roadways down for high water/ water over the road during flood event.
- worked to install gravel and mulch in new parking lot B
- Remove dead animals from the roadways.
- Inspected new side walks on point place.
- Attend meetings and trainings
-
-



CITY OF PORTLAND

Public Works

Sanitation Dept

Council Report Submitted by
Martin Weekley

Submitted for the August 4, 2025 meeting
June 2025 Totals

Sanitation Dept is responsible for picking up, disposing of household trash and bulk items.

Pick up bulk items - Furniture, appliances, etc.....

Pick up brush (Claw truck, and chipper)

Pick up trash carts at curb repair or replace damaged carts

Keep trucks and equipment in working condition.

Travel to Sumner Co. Resource Authority to empty

Two claw trucks picking up bulk items and brush at curbside

| June-2025 | | | | |
|--------------------|---|---------------------|--|-----------------|
| | Sumner Co. Resource Authority (Dump) | | Volunteer Recycling Center (Haul) | |
| | City of Portland | Volunteer Recycling | City of Portland | Other(Cares) |
| # of Loads | 50 | 23 | 28 | 1 Cares/ 1 wood |
| Tonnage | 482.33 | 72.72 | | |
| Per cost | \$55.00 | \$55.00 | \$275.00 | \$0.00 |
| Amount | \$26,528.15 | \$3,999.60 | \$7,312.50 | \$0.00 |
| Total | \$30,527.75 | | \$7,312.50 | |
| Grand Total | \$37,840.25 | | | |

Monthly Fuel Report

The City of Portland purchases fuel from Wex fuel and Rapid Fueling Co.
 This includes Fire, Police, Airport, Parks, Codes, Planning, City Hall, Public Works shops
 and Department of Utilities shops and treatment plants.

Submitted for Aug. 4, 2025 meeting

June-25

Rapid Fueling Company

| Rapid Fueling Company | Regular | Diesel | Cost | |
|-----------------------|----------|----------|-----------|------------------------|
| Airport | 48.06 | | 96.44 | |
| City Hall | 148.45 | | 298.31 | Meter Reader used T-76 |
| Mechanic Shop | 45.96 | | 94.50 | |
| Gas | 699.45 | 170.38 | 1,800.85 | |
| Mayor | 20.31 | | 48.53 | |
| Meter Readers | 67.03 | | 132.18 | Meter reader used T-76 |
| Parks | 566.39 | 213.50 | 1,621.09 | |
| Planning | 37.44 | | 75.98 | |
| Sanitation | 43.66 | 1,711.85 | 3,931.93 | |
| Sewer Colleciton | 352.79 | 130.78 | 1,022.60 | |
| Stormwater | 481.36 | 287.68 | 1,615.54 | |
| Street | 480.95 | 298.40 | 1,627.60 | |
| Water Dist | 838.55 | 126.74 | 1,992.17 | |
| WTP | 70.67 | | 142.90 | |
| WWTP | 111.48 | | 227.11 | |
| Total Gallons | 4,012.55 | 2,939.33 | 14,727.73 | |
| Total cost | | | | |

| WEX fuel System | | | Cost |
|-----------------|----------|--------|-----------|
| Police Dept | 3,966.33 | | 8,849.69 |
| Fire Dept | 131.78 | 131.78 | 2,741.75 |
| | | | 11,591.44 |

| | |
|-------------------|--------------------|
| WEX Fuel System | <u>\$11,591.44</u> |
| Rapid Fueling Co. | <u>\$15,673.22</u> |
| Total cost | <u>\$27,264.66</u> |

City of Portland
Office of Recorder
100 South Russell Street, Portland, Tennessee 37148
Phone 615/325-6776 Ext. 245

June 2025 Monthly Report

2 Council Meetings

| June 2 nd | |
|----------------------|-------------------------|
| 5 | Council Members present |
| 2 | Council Members absent |
| 1 | Alcohol Beverage Board |
| 5 | Public Hearings |
| 8 | Resolutions |
| 12 | Ordinances |

| | April | Year-to-date |
|---------------------------|-------|--------------|
| Work Study Meetings | 0 | 2 |
| Ad-Hoc Meetings – Utility | 0 | 2 |
| Liability Claims | 2 | 4 |
| Property Claims | 0 | 3 |

June Open Records Total Request 23

YTD – 76

| Name | Information Requested | Response | Time spent | Value | Billed |
|---|--|----------------------|-------------------|--------------|---------------|
| 25-060301 / Gary Kirkendall | HVAC & plumbing Inspections | Copies to email | >1 hour | 10 | 0 |
| 25-052802 / Jared Litchfield | Accident Rpts @ Academy Rd | Copies to email | >1 hour | 10 | 0 |
| 25-052801 / Jared Litchfield | Speeding Cits @ Academy Rd | Copies for pick-up | >1 hour | 10 | 0 |
| 25-052903 / Steinger | Police Body/Dash Cam | No Record | >1 hour | 10 | 0 |
| 25-060202 / Allen Callison | Police Body/Dash Cam | No Record | >1 hour | 10 | 0 |
| 25-060902 / Monique Nocedda | Arrest report from 1/15/2015 | Denied - no resident | >1 hour | 10 | 0 |
| 25-061001 / Carla Patino | Body/Dash Cam for Case # 25-02951 | Copies to email | >1 hour | 10 | 0 |
| 25-061601 / Data Request of CA | Job Titles, Average Annual Salary | Denied - no resident | >1 hour | 10 | 0 |
| 25-060201 / Sarah B Bembnowski | Citation + | Copies to email | 1 1/2 hours | 30 | 0 |
| 25-060602 / Aaron Porter | 810 & 813 N Broadway files | Copies to email | >1 hour | 10 | 0 |
| 25-060601 / Aaron Porter | 123 Davis St Files | Copies to email | >1 hour | 10 | 0 |
| 25-061003 / Julie Norrell | Codes Rpt @ 1171 Vaughn Pkwy | Denied - No Record | >1 hour | 10 | 0 |
| 25-061002 / Julie Norrell | Fire Rpt @ 1171 Vaughn Pkwy | Denied - No Record | >1 hour | 10 | 0 |
| 25-060401 / Alison Turner | Jackson Place Sub Lot 2A | Copies to email | >1 hour | 10 | 0 |
| 25-062001 / Austin Boyd | Police Report | Denied - no resident | >1 hour | 10 | 0 |
| 25-062303 / Jess Birdwell | Camera Footage | Copies to email | >1 hour | 10 | 0 |
| 25-062002 / Stormie Dillard | Police phone calls & reports fr 3/26/25 incident | Copies to email | >1 hour | 10 | 0 |
| 25-061701 / James Rogers | Police Report | Copies- pick-up | >1 hour | 10 | 0 |
| 25-062302 / Donald Miller | Motorcycle Accident | Copies to email | >1 hour | 10 | 0 |
| 25-062301 / Jared Litchfield | Engineering report fr Mr. Reynolds -CSR Academy Rd | Copies to email | >1 hour | 10 | 0 |
| 25-062401 / Kyle Peiter (Austin Boyd) | Police Report 24-02153 | Copies to email | >1 hour | 10 | 0 |
| 25-061701 / Lorie Conner (Justin Wenig) | Purchase order information from 2022 to present | Copies to email | >1 hour | 10 | 0 |
| 25-063001 / James Coleman-Denham Law | Fire Report | Copies to email | >1 hour | 10 | 0 |



**BOARD OF MAYOR AND ALDERMEN
Minutes for August 4, 2025 at 5:00 PM**

1. Call to Order

Vice-Mayor Megann Thompson called the meeting to order at 05:03 PM.

2. Prayer and Pledge

Fire Chief Sam Thornton led the prayer and pledge.

3. Roll Call

Present: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Also, Present: Vice-Mayor Megann Thompson, City Attorney John Bradley, City Recorder Tracy Kizer, Finance Director Rachel Slusser,

Absent: Mayor Callis, Alderman Ellis

4. Approval of Agenda

Motion to: Approve and add under Planning and Codes - Discussion about Vendor Food Truck hours of operation.

By: Alderman McDowell

Second: Alderman Woodall

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

5. Presentation

- No Items

6. Public Comment Period

- No one spoke

7. Public Hearing

- No Items

8. Communications from Council Members

Alderman Jody McDowell wanted to send out a special thanks to the First Responders that were off duty and assisted with an unconscious person. Because of their help, he is alive today.

Alderman Brian Woodall advised there would be a Resolution on the next agenda that came from the Ad Hoc meeting about boot allowance. He also wanted to recognize the Chamber of Commerce for this year's Back to School Bash. This was probably the biggest and best yet.

9. Mayor's Report

Vice-Mayor Thompson shared the Mayor's Report:

- TML – Mayor is at TML for meetings & training
- Portland Bypass – Plans for the northern leg of the bypass have been posted by TDOT for bids, and construction is still scheduled to begin this fall.
- Regional Water Line – Over 9000 linear feet of water line has been installed on the Portland section.
- Back to school bash – Another successful year. Thank you to all the sponsors and the Chamber.

Vice-Mayor Thompson also added congratulations to Alderman Vince Ellis on the birth of his new baby girl.

10. Consent Calendar

Motion to: Approve

By: Alderman McDowell

Second: Alderman Woodall

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

- A. Ordinance No. 25-40 - Second Reading – An Ordinance to amend Title 10 Animal Control of the City of Portland Municipal Code by adding Chapter 5 Owner Surrender Policy.
- B. Ordinance No. 25-41 -Second Reading - An Ordinance authorizing the acceptance of the bid for the sale of salvaged Badger water meters that have been removed from the City of Portland’s Water Distribution System.
- C. Ordinance No. 25-42 – Second Reading - An ordinance to enter into an agreement with Haren Construction Company Inc. for the American Rescue Plan Act (ARPA) Resource Protection Project, 2025 raw water source improvements at the Portland Water Treatment Plant.
- D. Ordinance No. 25-43 – Second Reading - An ordinance to enter into an agreement with Culy Contracting LLC for the 2025 Sanitary Sewer Manhole Repairs Project.
- E. Minutes from July 21, 2025 Council Meeting

11. Community Development – Vice-Mayor Megann Thompson
- No Items

12. Finance – Alderman Vince Ellis
- No Items

13. Fire Department – Alderman Jody McDowell
- No Items

14. Human Resources – Alderman Vince Ellis
- No Items

15. Legislative – Mayor Mike Callis
- No Items

16. Municipal Airport – Alderman Mike Hall
- No Items

17. Parks & Recreation – Alderman Brian Woodall

- A. Resolution No. 25-50 – First Reading - A resolution authorizing change order #1 in the increased amount of \$22,061.08 for the Splashpad at Richland Park Project with Olympian Construction Co, LLC.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Cole

Discussion: Harrison with OHM was present to explain the change order request from Olympian. During the excavation of the area, a issue was found that required additional excavation and fill. OHM reviewed Olympian's original request and revised the work and cost. Discussion was held about the cost of the project and grant amount. Director Jamie White also explained that Olympian had approached OHM with two other change order requests and both were denied.

Yes: Alderman Cole, Alderman Jennings, Alderman McDowell, Alderman Woodall

No: Alderman Hall

Absent: Alderman Ellis

Motion Passed (voice vote)

- B. Discussion - Richland Park Renovation
Director White advised that RFQ's for the Richland Park renovation have been sent out and a review committee has been formed. The RFQs have been returned, and the Committee has reviewed and selected Lose Designs and have started discussions on expectations and pricing.

18. Planning & Codes – Vice-Mayor Megann Thompson

- A.** Ordinance No. 25-44 – First Reading - An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Jackson Road, from R7.5 (Medium Density Residential) to GCS (General Commercial Services).

Motion to: Approve

By: Alderman McDowell

Second: Alderman Jennings

Discussion: Planning Director Nate Heisler explained the request for rezone was from CEMC..

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

- B.** Ordinance No. 25-45 – First Reading - An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 115 Woods Road, from County RR (Rural Residential) and RS-40 (Low Density Residential) to RM-1 PUD (Residential Planned Unit Development)

Motion to: Approve

By: Alderman Jennings

Second: Alderman Woodall

Discussion: Director Nate Heisler reviewed the development. Director Heisler said there have been some changes since the presentation and that TDOT has approved the road entrance to the bypass. Director Heisler advised it did pass through the Planning Commission and the discussion was about the building material. Vice-Mayor spoke about the building material discussion.

Motion to: Suspend the Rules for Jetton Property Group representative to speak

By: Alderman Woodall

Second: Alderman Jennings

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Motion Passed (voice vote)

Discussion: Eric Johnson of Jetton Property Group spoke to the committee about the material specification.

Mr. Johnson advised that he would like to leave the material specification open.

Alderman Woodall questioned if they would be able to partner with the City to assist the Police Department.

Mr. Johnson said he could not commit at this time.

Alderman Jennings questioned if it would be HOA run. Mr. Johnson said that Jetton Property Group would run till 80% sold, then it would be ran by the subdivision. Mr. Johnson also advised he does not know the HOA fee at this time.

Vice-Mayor Thompson reiterated that it is preferred to have the same material all around.

Chuck Thomas of Jetton Property Group said that if that is the requirement they will do full material all around.

Alderman Woodall questioned again if there will be a partnership with the City.

Mr. Johnson advised that he cannot commit tonight.

Vote to: Approve

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

- C.** Ordinance No. 25-46 - First Reading – An Ordinance resending and replacing Ordinance No. 16-39 in its entirety that will amend the City of Portland Municipal Code Title 12 entitled “Building, Utility, Etc. Codes”.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Cole

Discussion: Codes Director Johnny Morris explained that this is a change in the fee schedule that has not been updated in nine years.

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

- D.** Discussion - Vendor Food Truck hours of operation. (Added during Agenda approval.)

- Alderman McDowell said that he had gotten requests from food truck vendors wanting to sell prior to 7 am. There are a

couple of new trucks that are selling coffee and/or breakfast items. Discussion was held, and the Council agreed to have Director Heisler bring a revised Ordinance to the next Council meeting. It was also requested to compare operating times with other areas.

19. Police Department – Alderman Drew Jennings

- No Items

20. Public Works – Alderman Brian Woodall

- A.** Resolution No. 25-51 - A Resolution to enter into an agreement with Stewart Richey Contracting Group for the construction of a Regional Detention Basin on Airport Road.

Motion to: Discuss

By: Alderman Woodall

Second: Alderman Cole

Discussion: Assistant Public Works Director Corbin Keen reviewed the contract. Alderman Mike Hall questioned if anyone had spoken with the State about their need for dirt for the bypass construction. Discussion was held about cost to the City and selling dirt to TDOT.

Motion to: Defer to next meeting, August 18th meeting: revised to defer to September meeting

By: Alderman Hall

Second: Alderman Woodall

Discussion: Alderman Woodall questioned if the next meeting would be enough time to speak with the State. Assistant Director Keen advised he could have the information at either meeting.

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: None

- B.** Resolution No. 25-52 - A Resolution to approve a change order in the amount of \$8,750 for an engineering agreement with Civil and Environmental Consultants, Inc. for the jurisdictional determination and permitting of the Regional Detention Basin on Airport Road.

Motion to: Defer until meeting in September with Resolution 25-57

By: Alderman Woodall

Second: Alderman Jennings

Discussion: None

Yes: Alderman Cole, Alderman Hall, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Ellis

Motion Passed (voice vote)

21. Utility Infrastructure – Alderman Charles Cole

- No Items

Adjournment

Motion to Adjourn by Alderman Cole; Second by Alderman Woodall;

Motion passed by voice vote to **adjourn at 06:12 PM.**

Mike Callis, Mayor

Tracy Kizer, City Recorder

RESOLUTION

City of Portland, Tennessee

No. 25 - 57

A RESOLUTION AUTHORIZING THE AMENDMENT TO RESOLUTION NO. 19-123 APPROVING THE ANNUAL PURCHASE OF SAFETY BOOTS FOR CERTAIN PUBLIC WORKS, PARKS AND DEPARTMENT OF UTILITIES EMPLOYEES

WHEREAS, In August 2019, the Portland City Council approved the reimbursement of up to One Hundred Dollars (\$100) for one pair of American National Standard Institute (ANSI) approved safety shoes per year for Public Works, Parks, and Department of Utilities Employees as requested by the City’s Health and Safety Coordinator;

WHEREAS, with the interest of employee safety and fiscal responsibility, the City of Portland will purchase boots from only one vendor, Hayes Shoes (Franklin, KY);

WHEREAS, each approved employee in Public Works, Parks and Public Utility Departments will be allocated One Hundred Fifty Dollars (\$150) for the purchase of these safety boots per fiscal year, and one additional set not to exceed One Hundred Fifty Dollars (\$150) at the discretion of the Department Director; and

WHEREAS, purchases will be billed directly by Hayes Shoes to the City of Portland, with a list of all approved employees to be sent to Human Resources and Finance by the respective departments for tracking and record-keeping purposes; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the new guidelines be adopted as the official policy for the purchase of safety shoes for eligible employees, and that this policy shall be attached to the employee’s Personnel Policy for future reference; and

BE IT FURTHER RESOLVED By the City Council of the City of Portland, Tennessee that this Resolution shall take effect after its final passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 25 - 49

First Reading

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE 17-45 WITH THIS ORDINANCE ADOPTING A REVISED PUBLIC RECORDS POLICY AND SHALL SUPERSEDE ANY PREVIOUS RECORDS POLICIES SET BY THE CITY OF PORTLAND

WHEREAS, pursuant to Tenn. Code Ann. § 10-7-503(g), every governmental entity subject to the Tennessee Public Records Act (“TPRA”) (Tenn. Code Ann. § 10-7-501 et seq.), must establish a written public records policy properly adopted by the appropriate governing authority by July 1, 2017; and

WHEREAS, the policy adopted shall not impose requirements on those requesting records that are more burdensome than state law; and

WHEREAS, the governing body of the City of Portland desires to comply with the recent change in state law as it pertains to records management.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the following Public Records Policy for the City of Portland is hereby adopted by to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (“TPRA”) in Tenn. Code Ann. § 10-7-501, et seq.

SECTION 1. The following policy is hereby adopted as the Public Records Policy for the **City of Portland**

PUBLIC RECORDS POLICY FOR THE CITY OF PORTLAND

Pursuant to Tenn. Code Ann. § 10-7-503(g), the following Public Records Policy for the City of Portland is hereby adopted by the Mayor and Board of Aldermen to provide economical and efficient access to public records as provided under the Tennessee Public Records Act (“TPRA”) in Tenn. Code Ann. § 10-7-501, et seq.

The TPRA provides that all state, county and municipal records shall, at all times during business hours be open for personal inspection by any citizen of this state, and those in charge of the records shall not refuse such right of inspection to any citizen, unless otherwise provided by state law. *See* Tenn. Code Ann. § 10-7-503(a)(2)(A). Accordingly, the public records of the City of Portland are presumed to be open for inspection unless otherwise provided by law.

Personnel of the City of Portland shall timely and efficiently provide access and assistance to persons requesting to view or receive copies of public records. No provisions of this Policy shall be used to hinder access to public records. However, the integrity and organization of public records, as well as

the efficient and safe operation of the City of Portland shall be protected as provided by current law. Concerns about this Policy should be addressed to the Public Records Request Coordinator for the City of Portland or to the Tennessee Office of Open Records Counsel (“OORC”). This Policy is available for inspection and duplication in the office of the City Recorder. This Policy shall be reviewed periodically as needed. This Policy shall be applied consistently throughout the various offices, departments, and/or divisions of the City of Portland.

I. Definitions:

A. **Records Custodian:** The office, official or employee lawfully responsible for the direct custody and care of a public record. *See* Tenn. Code Ann. § 10-7-503(a)(1)(C). The records custodian is not necessarily the original preparer or receiver of the record.

B. **Public Records:** All documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. *See* Tenn. Code Ann. § 10-7-503(a)(1)(A).

C. **Public Records Request Coordinator(PRRC):** The individual, or individuals, designated in Section III, A.3 of this Policy who has, or have, the responsibility to ensure public record requests are routed to the appropriate records custodian and are fulfilled in accordance with the TPRA. *See* Tenn. Code Ann. § 10-7-503(a)(1)(B). The Public Records Request Coordinator may also be a records custodian.

D. **Requestor:** A person seeking access to a public record, whether it is for inspection or duplication.

E. **Department Records Custodian:** The department’s official or employee lawfully responsible for direct custody and care of a public record. *See* Tenn. Code Ann. § 10-7-503(a)(1)(C). The department records custodian is not necessarily the original preparer or receiver of the record.

II. Requesting Access to Public Records

The City of Portland has retained Next Request as a technology service provider to ensure compliance with the Tennessee Public Records Act. The Next Request Public Records Management Application provides a simple interface for managing records requests, helps to improve our response times, and streamlines all aspects of the records request process. A link to the Next Request portal can be found on the City of Portland’s website under the “Government” tab under “Open Records Request”.

A. Public record requests shall be made to the Public Records Request Coordinator (“PRRC”) or his/her designee in order to ensure public record requests are routed to the appropriate records custodian and fulfilled in a timely manner.

B. Requests for **inspection only** may be made orally or in writing on Form A at Portland City Hall, 100 South Russell Street, Portland, Tennessee 37148 by phone at **615-325-6776** or by email to **recordsrequest@cityofportlandtn.gov**.

C. Requests for copies, or requests for inspection and copies, shall be made **through the Next Request online portal** or in writing on Form A in person or by mail at Portland City Hall, 100 South Russell Street, Portland, Tennessee 37148 or by email to **recordsrequest@cityofportlandtn.gov**.

E. Proof of Tennessee citizenship by presentation of a valid Tennessee driver's license or alternative acceptable form of ID is required as a condition to inspect or receive copies of public records.

III. Responding to Public Records Requests

A. Public Record Request Coordinator

1. The PRRC shall review public record requests and make an initial determination of the following:

- a. If the requestor provided evidence of Tennessee citizenship;
- b. If the records requested are described with sufficient specificity to identify them; and
- c. If the City of Portland is the custodian of the records.

2. The PRRC shall acknowledge receipt of the request and take any of the following appropriate action(s):

a. Advise the requestor of this Policy and the elections made regarding:

- i. Proof of Tennessee citizenship;
- ii. Form(s) required for copies;
- iii. Fees (and labor threshold and waivers, if applicable); and
- iv. Aggregation of multiple or frequent requests.

b. If appropriate, deny the request in writing, providing the appropriate ground such as one of the following:

- i. The requestor is not, or has not presented evidence of being, a Tennessee citizen;
- ii. The request lacks specificity;
- iii. An exemption makes the record not subject to disclosure under the TPRA;
- iv. The City of Portland is not the custodian of the requested records; or
- v. The records do not exist.

c. If appropriate, contact the requestor to see if the request can be narrowed.

d. Forward the records request to the appropriate department records custodian in the City of Portland

3. The designated PRRC is:

a. **City Recorder**

b. Contact information: City of Portland, 100 South Russell Street, Portland, Tennessee 37148 or by phone at 615-325-6776, or by email to recordsrequest@cityofportlandtn.gov.

B. **Department** Records Custodian

1. Upon receiving a public records request, a **department** records custodian shall promptly make requested public records available in accordance with Tenn. Code Ann. § 10-7-503. If the department records custodian is uncertain that an applicable exemption applies, the custodian may consult with the PRRC, who in turn may consult the counsel, or the OORC.

2. If not practicable to promptly provide requested records because additional time is necessary to determine whether the requested records exist; to search for, retrieve, or otherwise gain access to records; to determine whether the records are open; to redact records; or for other similar reasons, then a department records custodian shall, within seven (7) business days from the PRRC's receipt of the request, notify the PRRC of the time frame needed. The PRRC will then send the requestor a completed Public Records Request Response Form which is attached as Form B, based on the form developed by the OORC.

3. If a **department** records custodian thinks a request should be denied, he or she shall contact the PRRC of the denial request. The PRRC will review and if agrees with the denial, will deny the request in writing as provided in Section III.A.2.b and may use the Public Records Request Response Form B **or through communication via the Next Request online portal**.

4. If a **department** records custodian reasonably determines production of records should be segmented because the records request is for a large volume of records, or additional time is necessary to prepare the records for access, the records custodian shall consult the PRRC. **The PRRC will review the information and if agrees, shall use the Public Records Request Response Form B or through communication via the Next Request online portal to notify the requestor that production of the records will be in segments and that a records production schedule will be provided as expeditiously as practicable. If appropriate, the PRRC should contact the requestor to see if the request can be narrowed.**

5. If a **department** records custodian discovers records responsive to a records request were omitted, the records custodian should contact the PRRC, who will then notify the requestor concerning the omission and produce the records as quickly as practicable.

C. Redaction

1. If a record contains confidential information or information that is not open for public inspection, **the department records custodian shall prepare a redacted copy prior to providing access. If questions arise concerning redaction, the PRRC should coordinate with counsel or other appropriate parties regarding review and redaction of records. The PRRC may also consult with the OORC.**

2. **Whenever a redacted record is provided, a records custodian should provide the PRRC with the basis for redaction, so the PRRC can notify the requestor.** The basis given for redaction shall be general in nature and not disclose confidential information.

IV. Inspection of Records

- A. There shall be no charge for inspection of public records
- B. The location for inspection of records within the offices of City of Portland shall be determined by ~~either the PRRC or the records custodian~~.
- C. When a reasonable basis exists, the PRRC ~~or a records custodian~~ may require an appointment for inspection.

V. Copies of Records

- A. A records custodian shall promptly respond to a public record request for copies in the most economic and efficient manner practicable.
- B. Copies will be available for pickup at Portland City Hall.
- C. Upon payment for postage, copies will be delivered to the requestor's home address by the United States Postal Service.
- D. A requestor will not be allowed to make copies of records with personal equipment. Requestors may purchase storage devices from the City of Portland upon which the records will be downloaded.

VI. Fees and Charges and Procedures for Billing and Payment

Fees and charges for copies of public records should not be used to hinder access to public records.

A. ~~Records custodians~~ The PRRC shall provide requestors with an itemized estimate of the charges prior to producing copies of records and may require pre-payment of such charges before producing requested records.

B. When fees for copies and labor do not exceed \$10.00, the fees may be waived. Requests for waivers for fees above \$10.00 must be presented to the Mayor, who is authorized to determine if such waiver is in the best interest of the City of Portland and for the public good.

C. Fees and charges for copies are as follows:

1. \$0.15 per page for letter- and legal-size black and white copies.
2. \$0.50 per page for letter- and legal-size color copies.
3. The actual cost of any other medium upon which a record/information is being produced.
4. Labor when time exceeds one hour.

5. If an outside vendor is used, the actual costs assessed by the vendor.

D. Payment is to be made via credit card (fees apply) on the Next Request online portal, **in cash or by personal check or cashiers check payable to the City of Portland and presented to the records custodian.**

E. Payment in advance will be required when costs are estimated to exceed \$25.00.

F. Payment in advance for Aggregation of Frequent and Multiple Requests may be required.

1. The City of Portland will aggregate record requests in accordance with the Frequent and Multiple Request Policy promulgated by the OORC when more than (4) requests are received within a calendar month (either from a single individual or a group of individuals deemed working in concert).

2. If more than four (4) requests are received within a calendar month:

a. Records requests will be aggregated at the **entity** level.

b. The PRRC is responsible for making the determination that a group of individuals are working in concert. The PRRC ~~or the records custodian~~ will inform the individuals that they have been deemed to be working in concert and that they have the right to appeal the decision to the OORC.

c. Requests for items that are routinely released and readily accessible are exempt from this policy. These records include meeting **agendas and approved minutes.**

SECTION 2. Repealer. Any resolutions, ordinances, policies, or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict only as pertaining to the subject matter of this resolution.

SECTION 3. Severability. If a part of this ordinance is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this ordinance is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

BE IT FURTHER ORDAINED by the City Council of the City of Portland, Tennessee that this Ordinance shall take effect after its final passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:

PUBLIC RECORD REQUEST RESPONSE FORM B

City of Portland
100 South Russell Street
Portland, TN 37148

Date:

Requestor:

In response to your records request received on _____, our office is taking the action(s)¹ indicated below:

1 If all requested records do not have the same response, so indicate.

The public record(s) responsive to your request will be made available for inspection:

Location: _____

Date & Time: _____

Copies of public record(s) responsive to your request are:

Attached

Available for pickup at the following location:

_____ ; or

Being delivered via:

USPS First-Class Mail Electronically Other: _____

Your request is denied on the following grounds:

Your request was not sufficiently detailed to enable identification of the specific requested

record(s). You need to provide additional information to identify the requested record(s).

No such record(s) exists or this office does not maintain record(s) responsive to your request.

No proof of Tennessee citizenship was presented with your request. Your request will be reconsidered upon presentation of an adequate form of identification.

You are not a Tennessee citizen.

You have not paid the estimated copying/production fees

The following state, federal, or other applicable law prohibits disclosure of the requested records: _____.

It is not practicable for the records you requested to be made promptly available for inspection and/or copying because:

It has not yet been determined that records responsive to your request exist; or

The office is still in the process of retrieving, reviewing, and/or redacting the requested records.

The time reasonably necessary to produce the record(s) or information and/or to make a determination of a proper response to your request is: _____.

If you have any additional questions regarding your record request, please contact our office.

Sincerely,

City Recorder

Page 8 of 8

Ordinance No. 25-49

ORDINANCE

City of Portland, Tennessee

No. 25 - 50

First Reading

AN ORDINANCE TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH LOSE DESIGN FOR ENGINEERING SERVICES FOR THE RICHLAND GYM RESTROOM PROJECT, IN THE AMOUNT OF \$73,500

WHEREAS, The City of Portland recognizes the need for the design and construction of restroom facilities and meeting space at Richland Gym to better serve the public; and

WHEREAS, Lose Design has submitted a proposal to provide engineering services necessary for the design of the Richland Gym Restroom Project in the amount of \$73,500. Any additional services requested by the city will be billed at an hourly rate; and

WHEREAS, any additional services requested by the City of Portland shall not exceed \$17,000; and

WHEREAS, it is the best interest of the City of Portland to engage Lose Design to perform said engineering services to move the project forward in a timely and professional manner; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the Engineering Services Agreement with Lose Design in the amount of \$73,500 to provide engineering design and bid coordination services for the Richland Gym Restroom Project at Richland Park; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:
Notice Published: Portland Sun- ; Portland Leader:
Public Hearing
Passed Second Reading:

Aug 01, 2025

Mr. Jamie White
Richland Gym Project
303 Portland Blvd
Portland, TN 37148

RE: Richland Gym Renovation

Dear Jamie,

Löse Design, a provider of architecture, landscape architecture, land planning, and civil engineering services, is pleased to offer our professional services for your project in Portland, Tennessee. Our scope of work includes completing architectural construction documents, submitting them to the appropriate agencies for review and approval, and preparing the necessary permit applications.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LÖSE DESIGN



Sean Guth, AIA, NCARB, LEED® AP
President, CEO

Attachments:
Professional Services Agreement
--Scope of Services/Fees
--Terms and Conditions
--Hourly Rate Schedule
--Signature Page

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

Richland Gym Renovation
Portland, Tennessee
Löse Project Number 25083

Project Description

Löse Design understands that the City of Portland (Client) desires to renovate a portion of the Richland Gym with up to two phases located at 303 Portland Blvd. We understand that the Client desires us to provide design services related to the demo and renovation of the facility to include bringing the facility into compliance with ADA regulations. This renovation will be comprised of a roof and window replacement, renovation of the existing lockerrooms, concessions, storage room and to design a new interior access and meeting room.

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Coordinate and attend up to two (2) meetings with Client.
- Presentation to stakeholders of final design.
- Generate measured as built plan of existing facility.
- Project management services expected for task 1 - 6.

Task 2 - Schematic Design

This task will consist of the following:

- Lösé will review governing, jurisdictional codes and regulations of the proposed building.
- Lösé will provide a Building Program based on client information.
- Lösé will provide a layout plan concept with a single revision to a final selected concept of the layout for the Construction Documents.
- Lösé will provide a 3D rendered graphic for presentation.

Task 3 - Construction Documents Phase (CD)

This task will consist of the following:

- Lösé will provide a final Building Program for this phase.
- Lösé will provide a Construction Document package for issuance of permits, comprised of necessary documentation for Building Codes' Review / Permitting and serve as a guide for on-site construction. This package will be comprised of:
 - Cover sheet and drawing index.
 - Life safety code & regulation information as required by local jurisdictions consisting of egress routes, occupancy types, capacities, construction type, and fire ratings.
 - Dimensioned floor plan(s) and enlarged plan(s) as deemed necessary.

- Reflected ceiling plan(s).
 - Dimensioned roof plan(s).
 - Exterior building elevations.
 - Interior elevations as deemed necessary.
 - Building sections and wall sections.
 - Industry standard details for construction for selected building systems.
 - Door and window schedules.
 - Limited interior finish schedules.
- Lōse will submit 60% plans to the Client for review and comment.
- Lōse will address comments from 60% set review.
- Lōse will submit 90% plans to the Client for review and comment.
- Lōse will address comments from 90% set review.
- Lōse will submit the final permit set to the Client for review and comment.
- Lōse will provide technical specifications in plan format.
- Lōse will provide an opinion of probable cost.
- Consulting Engineering services will be provided within this task as follows:
 - Structural – Structural Engineering consultant fees are provided under this task for Architectural elements associated with the building.
 - Mechanical – Mechanical Engineering consultant fees are provided in this task and will consist of Mechanical and Plumbing.
 - Electrical – Electrical Engineering consultant fees are provided in this task and will consist of building lighting and power.
- Up to two (2) client revisions of the plans will be completed for these tasks.
- Coordination and review of consultant deliverables

Task 4 – Permitting & Codes Reviews

This task will consist of the following:

- Lōse will provide the necessary information for Permit application of local building and codes department for Building Permit review (site information to be provided by the Client).
- Lōse will coordinate and meet virtually, up to (2) times with local building and codes department for review of the project document for permit issuance.
- Lōse will address review comments and resubmit up to (1) time with the local building and codes review department.
- Bidding services will be provided within this task as follows:
 - Preparation of bidding documentation
 - Coordination and facilitation of a pre-bid meeting
 - Attendance and support during the bid opening
 - Review and analysis of bids received
 - Recommendation of award
 - Assistance during the contracting phase

Task 5 – Construction Administration (Hourly)

This task will consist of the following:

- Attend one (1) pre-construction meeting.
- Attend site meetings and review shop drawings as requested by the owner

Additional Services

Only items of work specifically called out under the Scope of Services section of this agreement are to be performed for the specified fees as a part of the contract. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis. Such Additional Services may include, but are not limited to, the following:

- Environmental assessments and/or permits other than those specified in Scope of Services;
- Site visits beyond those required to provide the design services listed in Scope of Services;
- Detailed design services associated with any work designed by others to include but not limited to; structural engineering, geotechnical engineering, electrical engineering, surveying or environmental specialists;
- Changes in drawings, specifications, or other documents required by the Client after acceptance of the construction plans by Client;
- Preparation of marketing materials such as pamphlets, brochures, etc.
- Meetings or negotiations with agencies or utilities other than those specified in Scope of Services.
- Other items requested by the Client or his representative not included elsewhere in this agreement

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Specialized environmental services other than those listed in the above Scope of Services
- Geotechnical Engineering design or inspections
- Traffic Engineering Services
- Surveying Services
- Detailed Cost Estimating Services
- Detailed Construction Inspections other than those listed in the above Scope of Services

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Surveying Services
- Traffic Engineering
- Geotechnical Engineering & Investigations
- Procurement of additional consultants
- Bidding and contractor selection



Fees

The services described herein will be provided on a Lump Sum (LS) or hourly fee basis as follows:

| <u>Description of Services</u> | <u>Fee Amount</u> ⁽¹⁾ |
|--|---|
| 1 – Project Management and Coordination..... | \$12,000.00 |
| 2 – Schematic Design | \$18,750.00 |
| 3 – Construction Documents | \$37,500.00 |
| 4 – Permitting & Codes Review..... | \$5,250.00 |
| 5 – Construction Administration..... | Hourly, as needed |
| Additional Services..... | Hourly, as needed |

Notes:

(1) Expense amounts are **not** included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, deliveries, and mileage. Expenses shall be billed in accordance with Attachment A.

Remit Payment To:

Löse Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@Löse.design
615-767-5811

TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table, dated January 1, 2025, outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Fee Adjustment – It is understood that in the event this project extends over a period of more than one year from the date of this Agreement, the fees for any remaining services will be adjusted proportionately to the "all items" group of the U.S. Department of Labor's Bureau of Labor Statistics Consumer Index.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Tennessee state law.

Disputes Resolution - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed **\$50,000** or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Betterment - If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.



ATTACHMENT A – Hourly Rates

LÖSE DESIGN

HOURLY RATE SCHEDULE (for use with all hourly agreements and for Additional Services)

Professional Services Hourly Rate

| | |
|--|----------|
| Executive Management | \$275.00 |
| Vice President | \$273.00 |
| Sr. Engineer, Sr. Project Manager | \$242.00 |
| Sr. Architect | \$221.00 |
| Sr. Landscape Architect, Sr. Land Planner | \$210.00 |
| Project Manager | \$210.00 |
| Engineer, Architect..... | \$200.00 |
| Landscape Architect, Interior Designer, Planner..... | \$184.00 |
| Engineer in Training | \$158.00 |
| Intern Architect | \$152.00 |
| Land Planner | \$147.00 |
| Senior Proposal Coordinator..... | \$142.00 |
| BIM Specialist | \$137.00 |
| Technician, Marketing Content Creator..... | \$105.00 |
| Project Accounting Coordinator, Administrative Assistant | |

Reimbursable Expenses

| | |
|-----------------------------|------------|
| Consultants' Services | cost + 10% |
| Prints | cost + 10% |
| Postage and Shipping | cost + 10% |
| Mileage and Travel Expenses | cost + 10% |
| Copies | cost + 10% |

January 1, 2025

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2026, at which time they may be adjusted by the Design Professional.



SIGNATURE PAGE

This is an Agreement made as of Aug 01, 2025 between City of Portland (herein called the CLIENT), and Lōse & Associates, Inc., dba Lōse Design (herein called Lōse Design or the DESIGN PROFESSIONAL).

- I. Client and Lōse Design, for the mutual considerations hereinafter set forth agree that the services for project number 25083, project name Richland Gym Project, shall conform to the Scope of Services.
- II. Client agrees to pay Lōse Design as compensation for its services in accordance with the Fees Section in the proposal. Fees and other charges will be invoiced monthly by Lōse Design. The amount of each invoice shall be due at the time of billing.
- III. The person signing this Agreement warrants he has authority to sign as, or on behalf of, the Client. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.
- IV. When signed by both parties, this Professional Services Agreement, including the attached Scope of Services/Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by Lōse Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

Agreed to: _____
City of Portland
 Client Name

 Signer's Name (Typed or Printed)

Agreed to: _____
Lōse Design
 Lōse & Associates, Inc., dba Lōse Design

Sean Guth
 Signer's Name (Typed or Printed)

BY: _____
 Authorized Signature

BY: _____
 Authorized Signature

Date: _____

Date: _____

Title: _____

Title: _____

To Whom Should Invoices Be Directed:
 NAME: _____
 EMAIL ADDRESS: _____

ORDINANCE

City of Portland, Tennessee

No. 25 – 37

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 LIBERTY STREET (PORTIONS OF MAP 033I GROUP A PARCEL 026.00) FROM GCS (GENERAL COMMERCIAL SERVICES) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 5-1 and 1 abstained at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from GCS (General Commercial Services) to R7.5 (Medium Density Residential)

Approximately 0.32 acres more or less, located at 0 Liberty Street as shown on the attached map.

For reference, see Record Book 6577, Page 277-279, in the Register's Office of Sumner County, Tennessee, and being shown as Map 33I, Group A Parcel 26.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
Notice Published: Portland Sun- July 29, 2025
Public Hearing: August 18, 2025
Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 25 – 38

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 SEARCY LANE (MAP 034 PARCEL 036.00) FROM RS-40 (RESIDENTIAL SINGLE FAMILY) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission **DENIED** approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 4 Denied 3 Approved at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from RS-40 (Residential Single Family) to R7.5 (Medium Density Residential)

Approximately 2.2 acres more or less, located at 0 Searcy Lane as shown on the attached map.

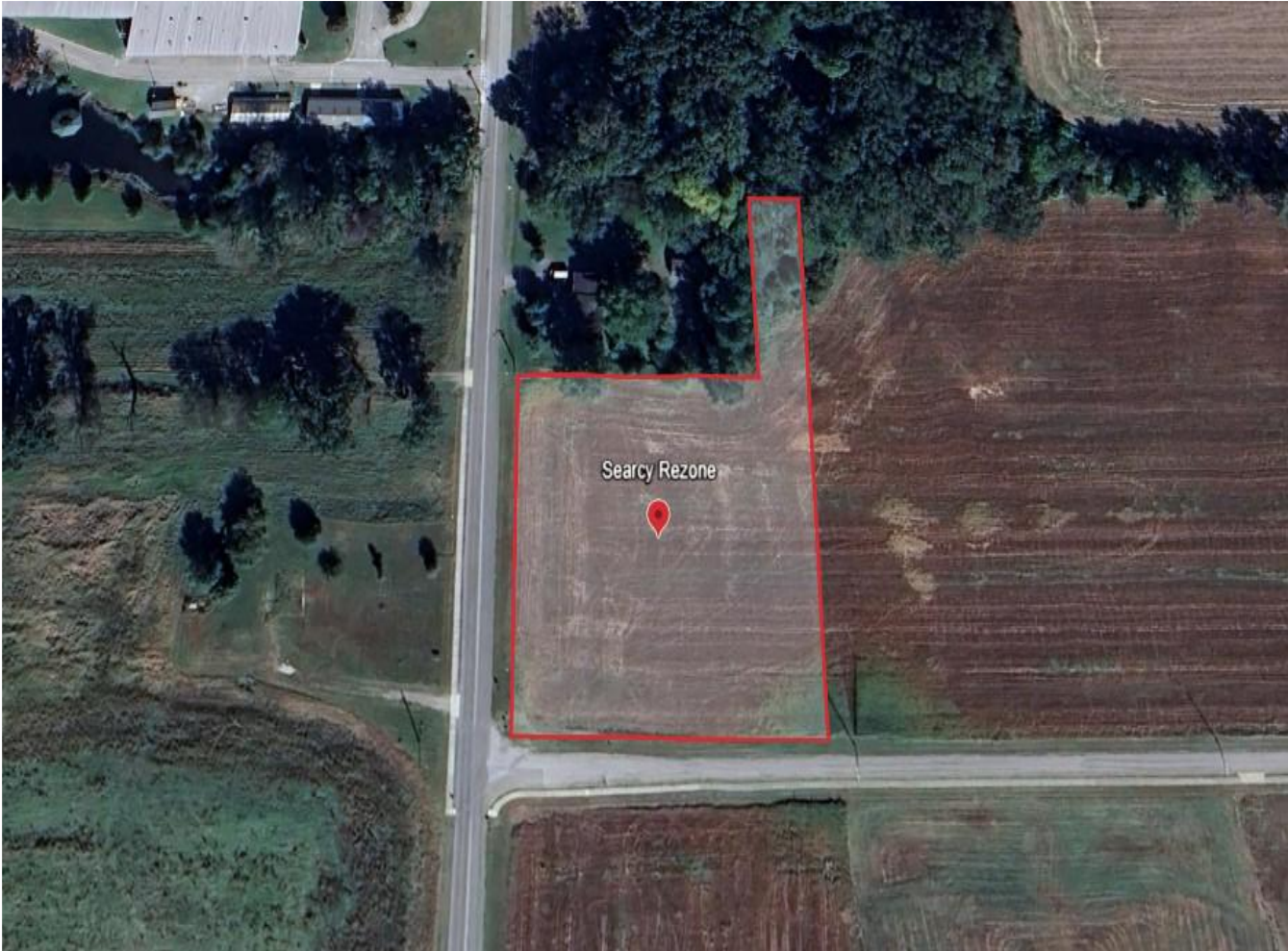
For reference, see Record Book 4903, Page 148-151, in the Register's Office of Sumner County, Tennessee, and being shown as Map 34, Parcel 36.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
Notice Published: Portland Sun- July 29, 2025
Public Hearing: August 18, 2025
Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 25 – 39

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 631 HIGHWAY 52 E, 380 AND 392 THREE BROTHERS WAY (PORTIONS OF MAP 33K PARCEL 014.00, 015.00 AND 073.00) FROM RM-1 (HIGH DENSITY RESIDENTIAL) AND RS-20 (LOW DENSITY SINGLE FAMILY RESIDENTIAL) TO R7.5 (MEDIUM DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to R-7.5 (Medium Density Residential) by a vote of 7-0 at their June 10, 2025, meeting.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, as follows:

Section 1. That the property described herein be, and the same is hereby, rezoned from RM-1 (High Density Residential) and RS-20 (Low Density Single Family Residential) to R7.5 (Medium Density Residential)

Approximately 0.65 acres more or less, located at 631 Hwy 52E, 380 and 392 Three Brothers Way as shown on the attached map.

For reference, see Record Book 6375, Page 851-853, and Record Book 4384 Page 725-727 in the Register's Office of Sumner County, Tennessee, and being shown as Map 33K, Parcel 73.00 and Map 33K Parcels 014.00 and 015.00, for Sumner County, Tennessee.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: July 21, 2025
 Notice Published: Portland Sun- July 29, 2025
 Public Hearing: August 18, 2025
 Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 25 – 54

A RESOLUTION AUTHORIZING CERTAIN CHANGE ORDERS IN THE NET AMOUNT OF \$28,533.45 FOR THE POLICE STATION REMODEL PROJECT

WHEREAS, the following change orders were deemed necessary for the completion of the Police Station Remodel Project:

- Change Order #6 - \$820.00
 - Remove and relocate (1) one hanging heater in garage bay
 - Electrical, plumbing, and vent work
- Change Order #7 - \$6,647.65
 - Slab demo and new slab
 - Concrete demo, saw cut, and remove 12' x 25' pad
 - Dumpsters
 - Prep area, pour new concrete pad 12' x 25'
- Change Order #8 - \$820.00
 - Remove and relocate (1) one hanging heater in garage bay
 - Electrical, plumbing, and vent work
- Change Order #9 - \$2,100.00
 - Demo and remove hard drywall ceiling with I-joists and plywood decking in 2 large garage bay areas
- Change Order #10 - \$3,292.20
 - Steel post removal and replace 2 new posts at storefront
- Change Order #11 - \$1,000.00
 - Run hot water and faucet to wash bay from the nearest hot water heater
- Change Order #12 - \$0
 - No work performed
- Change Order #13 - \$840.00
 - Relocate door
 - Framing and drywall
 - Add (1) one electrical plug
- Change Order #14 - \$3,561.60
 - Demo 9'L x 8"W
 - Repair sheetrock
 - Framing/drywall
 - Add (2) electrical plugs

- Change Order #15 - \$540.00
 - Add (1) one electrical plug
- Change Order #16 - \$5,460.00
 - Add (19) nineteen electrical plug
- Change Order #17 - \$1,400.00
 - Install wood veneer around front offices
- Change Order #18 – \$660.00
 - Add (2) two electrical plugs
- Change Order #19 - \$638.00
 - Add (2) two electrical plugs in the IT room
 - (1) one 120 plug
 - (1) one 220 plug
- Change Order #20 - \$754.00
 - Install (2) two lights in IT room
 - Install (2) two lights in Mechanical room

WHEREAS, the abovementioned fifteen (15) change orders total \$28,533.45 and increase the contract amount with MDI Construction, Inc. to \$2,483,640.06; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland approves the acceptance of the fifteen (15) change orders in the increased amount of \$28,533.45 with MDI Construction, Inc.

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

Resolution

City of Portland, Tennessee

No. 25 - 51

A RESOLUTION TO ENTER INTO AN AGREEMENT WITH STEWART RICHEY CONTRACTING GROUP FOR THE CONSTRUCTION OF A REGIONAL DETENTION BASIN ON AIRPORT ROAD.

WHEREAS, the City of Portland owns an 11.09-acre parcel, located at 0 Airport Rd, Tax Map 033, Parcel 061.01, in Portland, Tennessee and desires to develop it into a regional detention basin (hereinafter called the "PROJECT"); and

WHEREAS, Civil and Environmental Consultants, Inc. has designed the detention basin which calls for approximately 72,000 cubic yards of material to be removed from the property; and

WHEREAS, Stewart Richey Contracting Group has expressed interest in beginning the construction of the detention basin in exchange for utilizing the excavated material from the site on another project; and

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

DEVELOPMENT AGREEMENT: AIRPORT RD DETENTION BASIN

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this ____ day of _____, 2025 by and between Stewart-Richey Contracting Group ("DEVELOPER") and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

I. GENERAL CONDITIONS

A. Scope of Agreement

The DEVELOPER shall remove approximately 35,000 cubic yards of material from the Airport Rd site and haul to 124 Kirby Drive, Portland, Tennessee. Material shall be removed from the Airport Road site in a way that works towards the common goal of constructing the designed regional detention basin. The CITY will provide grading

plans to the DEVELOPER. There will be no cost charged to the CITY by the DEVELOPER for this agreement.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Airport Road Access Road

The DEVELOPER will be responsible for creating a path to the site from City-owned property at 308 Airport Road. The CITY will be responsible for providing geotextile material and 2-3" stone for the construction driveway. The CITY will initially install the driveway at a 6" depth. The DEVELOPER will be responsible for maintenance of the driveway throughout the project.

E. Best Management Practices (BMPs)

The DEVELOPER will install BMPs on the Airport Road site. The CITY will assist with maintenance of BMPs throughout the project. The CITY will be responsible for a Hydrologic Determination for the site and obtaining the Construction General Permit. The CITY will be responsible for twice-weekly Level 1 inspections.

F. Final Stabilization

When the DEVELOPER reaches a point where they have excavated enough material to satisfy their other site, the DEVELOPER will be responsible for fine grading of the excavated soil and preparation for stabilization as called out by the construction plans. The CITY will be responsible for final stabilization measures including, but not limited to hydroseeding, straw matting and seed/straw application.

G. Construction Traffic Control

Construction traffic from hauling material from the Airport Road detention basin site to Kirby Building Systems should be managed in a way that does not adversely impact existing residential traffic. The CITY maintains the right to dictate traffic patterns involved with this agreement and can be modified, when necessary, with proper notice to the DEVELOPER.

H. Soil Suitability

The DEVELOPER will be responsible for performing a geotechnical exploration of the existing soil conditions on the Airport Road property to determine soil suitability for the intended purpose. If the geotechnical report proves the soil to be unsuitable for the DEVELOPER'S desired use, this agreement shall become null and void and the DEVELOPER has no obligation to continue the project.

II. FUTURE CONSTRUCTION

Upon satisfaction of fill material needed, the DEVELOPER will have the option to continue working on the basin under a new agreement to borrow material for future projects or a proposal will be provided to the CITY for completion of the basin according to the City of Portland's Purchasing Policy. The new agreement or proposal will be brought to City of Portland Board of Mayor and Alderman for approval.

III. BINDING EFFECT

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

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.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with Stewart Richey Contracting Group for the construction of a regional detention basin on Airport Road; and

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

Mayor Mike Callis

Attest: Tracy Kizer, City Recorder

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

Resolution

City of Portland, Tennessee

No. 25 - 52

A RESOLUTION TO APPROVE A CHANGE ORDER IN THE AMOUNT OF \$8,750 FOR AN ENGINEERING AGREEMENT WITH CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. FOR THE JURISDICTIONAL DETERMINATION AND PERMITTING OF THE REGIONAL DETENTION BASIN ON AIRPORT ROAD.

WHEREAS, property was purchased by the City of Portland on Airport Road for the purpose of constructing a regional detention basin to alleviate localized downstream flooding; and

WHEREAS, Resolution 24-34 approved the original contract in the amount of \$25,000 for Civil and Environmental Consultants, Inc. to design the detention basin; and

WHEREAS, to move forward with construction of the basin, the site must have a Jurisdictional Determination completed by a Qualified Hydrologic Professional (QHP) to identify potential water features onsite; and

WHEREAS, since the construction of the basin will cause a land disturbance of more than one acre, the site must obtain a Construction General Permit from TDEC; and

WHEREAS, these services shall be billed on a time and material basis as listed in the attachment; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve the change order in the amount of \$8,750 for Civil and Environmental Consultants, Inc. to perform the Jurisdictional Determination and apply for the Construction General Permit for the regional detention basin on Airport Road; and

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

Mayor Mike Callis

Attest: Tracy Kizer, City Recorder

Approved this day of



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: City of Portland **Contact:** Corbin Keen
Address: 100 South Russell Street **Client Phone:** (615) 325-6776
Portland, TN 37148 **Client Fax:** _____
Client Email: ckeen@cityofportlandtn.gov
Date: 07/24/2025
Request No.: 7 **CEC Project Manager:** Jacob Mabrey
CEC Project: 335-169 **Task:** 0009 & 0010
Project Name: Portland Municipal Engineering On-Call
Location: Portland, TN

Proposed Scope of Services:

This change order is being prepared in response to a request from the City of Portland (City) to CEC for ecological services on July 8, 2025, and a follow up request for permitting services on July 22, 2025. The City has requested a jurisdictional determination of the Airport Road property located at 36.5824°, -86.4837° (Parcel ID: 033 061.01) to identify and locate potential water quality features that could be present within the property limits. Following completion of the jurisdictional determination, the City has requested that CEC prepare the application for a Tennessee Department of Environment & Conservation (TDEC) Construction General Permit (CGP). The scope of services is detailed as follows.

Task 0009 – Airport Road Property Jurisdictional Determination

The scope of this task is to provide a jurisdictional determination survey to delineate Waters of the U.S. (i.e., streams, wetlands and ponds) within the project area described above. In performing the determinations, the 1987 *Corps of Engineers Wetlands Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, will be closely followed to establish a description of the soils, plants, and hydrologic conditions of the site. A Tennessee Qualified Hydrologic Professional will perform the following tasks:

1. Using the 1987 *Corps of Engineers Wetland Delineation Manual* and the 2012 *Regional Supplement: Eastern Mountains and Piedmont Region*, Version 2.0, delineate potential wetlands located in the proposed site.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® DA2 GPS Unit, map the wetland boundaries (if present) to determine area, and log lat/long of each soil pit along with hue, value and chroma of the soil using a standard Munsell® Color Chart.
4. Provide a wet weather conveyance determination as a Qualified Hydrologic Professional (QHP) or Qualified Hydrologic Professional In-Training (TNQHP-IT) to the Client for informational purposes with the option for submittal to TDEC.

AUTHORIZATION FOR ADDITIONAL SERVICES

5. Use a Trimble® GeoXT GPS Unit to map the features in question.
6. Prepare a summary letter describing the findings that includes the hydrologic determination data form(s), wetland delineation form(s), Tennessee Rapid Assessment Method (TRAM) form(s) for wetland quality, a photo summary, and figures.

Submittal of the hydrologic determination summary letter and associated documentation will be performed concurrently for TDEC and USACE, should jurisdictional features be identified within the project area. This scope of work does not include a concurrence site visit with either TDEC or USACE. Please note that feature concurrence may be granted without a site visit, at the agency's discretion. If the City requests that a concurrence site visit be coordinated and performed, CEC can provide a separate cost estimate for these additional services.

Task 0010 – TDEC Construction General Permit Application

CEC will prepare the Stormwater Pollution Prevention Plan (SWPPP) and associated erosion prevention and sediment control (EPSC) plan for the earth disturbance activities for the proposed Airport Road Regional Detention Basin in accordance with TDEC's NPDES CGP. Based on our conversation, CEC understands that the proposed project limit of disturbance at the Airport Road property will be greater than 5 acres but less than 20 acres. Please note that the TDEC permit application fee for a site disturbance of greater than 5 acres, but less than 20 acres is **\$1,000**. Payment of the **\$1,000** application fee is not included in our scope of services.

CEC will prepare the Stormwater Pollution Prevention Plan (SWPPP) for the Airport Road property in accordance with TDEC's NPDES CGP. Please note that submittal of an associated erosion prevention and sediment control (EPSC) plan for the earth disturbance activities is required as part of the CGP application. An EPSC plan was previously developed for this site under Task 0004. CEC assumes that design of a sediment basin will not be required and that sequencing of construction and disturbance will be acceptable to both the City and TDEC to manage stormwater runoff through the project.

Pending the results of the jurisdictional determination and TDEC concurrence (Task 0009), revisions to the construction drawings may be required to show extents of jurisdictional features that may, or may not, be present within the project limits. Furthermore, it is currently assumed that ecological features including but not limited to springs, streams, wetlands, and sinkholes are not present within the proposed limits of disturbance. Proposed impact(s) to the above-listed features may result in the need for additional environmental permitting, which is not included in this scope of services. CEC has specifically estimated a budget allowance of \$1,000 (included within the overall cost of this change order request) for updates that may be needed to the EPSC plans based on results of Task 0009. Should changes be required that exceed this budgetary allowance, CEC will notify the City for approval prior to completing the revisions.

Reason(s) for Additional Services and Impacts to Schedule:


CEC has provided this change order at the request of the City. CEC can begin work associated with Task 0009 within ten (10) business days upon receipt of notification to proceed, weather permitting. The written report will be completed within ten (10) business days of completing the field effort. Following receipt of USACE and/or



AUTHORIZATION FOR ADDITIONAL SERVICES

TDEC concurrence (Task 0009), CEC will begin services related to Task 0010. CEC anticipates submitting the CGP application within ten (10) business days of receiving concurrence from TDEC regarding Task 0009. Please note that TDEC has a 30-day review period for CGP submittals.

Please note that the presence of jurisdictional features that may be identified via Task 0009 may affect the proposed regional detention basin 90% design developed under Task 0004. Updates to the design due to findings associated with Task 0009 are not included within this scope of services. CEC can provide a separate cost estimate for these additional services, if needed.

CEC Principal Signature:  **Estimated Additional Fee:** \$8,750

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____ **Date:** _____

ORDINANCE

City of Portland, Tennessee

No. 25 - 47

First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY ORDINANCE 24-29, THE DEVELOPER’S AGREEMENT WITH LUTHER BRATTON ON BRACKEN ESTATES SUBDIVISION, WITH THE ATTACHED AMENDED DEVELOPER’S AGREEMENT.

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

WHEREAS, the Portland Department of Utilities (PDU) has approved the Water and Sewer Capacity Letter (see Exhibit A), stating the Water and Sewer Systems have capacity for the proposed 11-unit development, Bracken Estates, 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 system, 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 with Luther Bratton for Bracken Estates, located at North Harris Ln, Tax Map 019, Parcel 092.00 and 092.01, and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR BRACKEN ESTATES
(REVISION 1)

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2025 by and between Luther Bratton (“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 an 11-unit development, located at North Harris Lane, Tax Map 019, Parcel 092.00 and 092.01, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water and Sewer System does not have capacity for the development and will require fees to be paid for upgrading our System, along with improvements installed by the Developer, from PDU on the 1st day of **May, 2023** (the “LETTER”). A copy of the Letter is attached to this Agreement as Exhibit A; and

WHEREAS, in order to provide the same level of service throughout the Water 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 PDU Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 125 linear feet (LF) of six (6) inch water main, 850 LF of eight (8) inch water main, and 1,100 LF of eight (8)

inch sewer main and all required appurtenances, the IMPROVEMENTS in accordance with this agreement.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

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

the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES – Phase I

A. Sewer Collections System

a. Installations:

The DEVELOPER will be required to install approximately 745 LF of eight (8) inch sewer main with all associated appurtenances.

b. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY for Phase I sanitary sewer installation in the amount of **\$233,125**, for the Sewer Collection System surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once Phase I utilities are accepted by the City, a 12-month maintenance surety in the amount of **\$34,968.75** 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.

III. UTILITIES – Phase II

A. Water Distribution System

a. Installations:

The DEVELOPER will be required to install approximately 125 LF of six (6) inch water main and 850 LF of eight (8) inch water main, with all associated appurtenances.

b. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the full amount of all sanitary sewer installation in the amount of **\$182,500**, for the water main installation surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once Phase II utilities are accepted by the City, a 12-month maintenance surety in the amount of **\$27,375** 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. Sewer Collections System

a. Installations:

The DEVELOPER will be required to install approximately 350 LF of eight (8) inch sewer main with all associated appurtenances.

b. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the full amount of all sanitary sewer installation in the amount of **\$96,875**, for the Sewer Collection System surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once Phase II utilities are accepted by the City, a 12-month maintenance surety in the amount of **\$14,534.25** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held in the amount stated above for 12 months after PDU's acceptance date or the taps will not be issued.

Developer's payment to the CITY for (i) a total SURETY amount of **\$512,500** for the PROJECT's utilities, and (ii) all applicable standard fees, and shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER AND SEWER IMPROVEMENTS. The WATER AND SEWER IMPROVEMENTS are referred to herein as the "IMPROVEMENTS".

C. Gas Distribution System

Gas shall be provided for this development as per Title 19-207 of the City of Portland's Municipal Code.

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

Luther Bratton
P.O. Box 276
Portland, Tennessee 37148

Date: 5/1/2023

**Re: BRACKEN ESTATES UTILITY SERVICES RENEWAL NO. 1
N HARRIS LN, PORTLAND, TN 37148
SUMNER COUNTY - TAX MAP 019, PARCELS 092.00 & 092.01**

Portland Department of Utilities (PDU) has completed its review of your application for Utility Services (Water & Sewer) for the proposed eleven (11) lots. Please see below for availability of services:

WATER:

The system does have the capacity for eleven (11) water taps once improvements are made. Once improvements are completed, anticipated operating pressures for the development will be 46.5 psi. Currently, there is no waterline along this North Harris Lane development. The City's minimum requirement within City Limits is eight (8) inch diameter water mains. To service the proposed development, PDU will require a waterline extension from the existing six (6) inch water main at the intersection of North Harris Rd and North Harris Lane, including boring under North Harris Road, to the existing six (6) inch water main to the north, along North Harris Lane (the approximate route shown in cyan below). This will entail approximately 900 feet of eight (8) inch C900 PVC or Ductile Iron and all associated appurtenances.



SEWER:

The system does have the capacity for eleven (11) taps once improvements are made. Currently, there is no sewer main along the property line of the Bracken Estates development. PDU will require an eight (8) inch sewer main from the northern-most property line of Bracken Estates, extending south along the entire road frontage of North Harris Lane to the intersection of North Harris Road. It will then follow along North Harris Road to the east until it crosses North Harris Road at 207 Evergreen Street, connecting to the gravity system (the approximate route shown in yellow below). This will entail approximately 1,100 feet of SDR 26 PVC Pipe or Protecto 401 Line Ductile Iron Pipe and all associated appurtenances.



Please note that all future parcels must have the utility main along the parcels road frontage to be approved for service and all services must be located on the property being serviced. The City does not allow utility services within a private easement. All of this was approved by Resolutions 19-27 (Water) and 20-103 (Sewer).

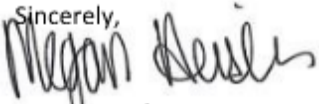
This letter states PDU's ability to service the parcels in question. No approval of any services or main line extension is indicated. Construction Plans will be required to be submitted to and approved by PDU. An individual Residential Service Availability Request Form must be completed for each lot within this subdivision once the water and sewer main installations are complete and accepted for this development. The fees associated with each lot (i.e. tap, connection, capacity fees, etc.) will be determined once that Residential Service form is filled out and submitted to PDU.

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) and 20-103 (Sewer).

This letter shall expire 12 months from the date on which it was written. All fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change. PDU will hold the fees at the

amount stated above for a 12-month period after the date of this letter. After the 12-month period expires, the most current fee schedule will be applied to this development.

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

Sincerely,

Megan Heisler, P.E.
Utilities Engineer
MNHAV000694EXT1 (Bracken Estates)
cc.
PDU Office

RESOLUTION

City of Portland, Tennessee

No. 25 – 55

A RESOLUTION TO APPROVE THE FINAL ADJUSTING CHANGE ORDER #2 IN THE DECREASED AMOUNT OF \$43,480.79 AND EXTENDING THE FINAL COMPLETION CONTRACT TIME BY THIRTY (30) ADDITIONAL DAYS FOR THE 2024 SANITARY SEWER POINT REPAIRS PROJECT.

WHEREAS, the City of Portland has approved the original contract and change order #1 in the amount of \$234,150 with Perdue Trucking and Excavating for the 2024 Sanitary Sewer Point Repairs Project; and

WHEREAS, Final Adjusting Change Order #2 shall decrease the contract amount by \$43,480.79, which shall amend the contract amount to \$190,669.21. This shall reconcile all quantities installed to date; and

WHEREAS, Final Adjusting Change Order #1 shall extend the final completion contract time for an additional thirty (30) consecutive calendar days to the current contract. The revised final completion contract shall be two hundred ten (210) days, making the date for final completion August 12, 2025; 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 #2 in the decreased amount of \$43,480.79 and an additional thirty (30) consecutive days for the final completion contract time for the 2024 Sanitary Sewer Point Repairs project; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

CHANGE ORDER NO.: 2 (FINAL ADJUSTING)

Owner: City of Portland
 Project Engineer: City of Portland
 Contractor: Perdue Trucking and Excavating
 Project: 2024 Sanitary Sewer Point Repairs
 Contract Name:
 Date Issued: 8/6/2025

Owner's Project No.: 0201-185
 Proj. Engineer's Project No.: 0201-185
 Contractor's Project No.:

Effective Date of Change Order:

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

Description: This is to close out project with Final Adjusting Change Order.

Attachments:

| Change in Contract Price | Change in Contract Times [State Contract Times as either a specific date or a number of days] |
|--|--|
| Original Contract Price: \$ 194,150.00 | Original Contract Times: Substantial Completion: 120 days (5/14/2025) Ready for final payment: 150 days (6/13/2025) |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. <u>1</u> \$ 40,000.00 | [Increase] [Decrease] from previously approved Change Orders No.1 to No. <u>1</u> Substantial Completion: 30 days Ready for final payment: 30 days |
| Contract Price prior to this Change Order: \$ 234,150.00 | Contract Times prior to this Change Order: Substantial Completion: 150 days (6/13/2025) Ready for final payment: 180 days (7/13/2025) |
| [Increase] [Decrease] this Change Order: \$ 43,480.79 | [Increase] [Decrease] this Change Order: Substantial Completion: 30 days Ready for final payment: 30 days |
| Contract Price incorporating this Change Order: \$ 190,669.21 | Contract Times with all approved Change Orders: Substantial Completion: 180 days (7/13/2025) Ready for final payment: 210 days (8/12/2025) |

Recommended by Engineer (if required)
 By: Megan Heuler
 Title: Utilities Engineer
 Date: 8/6/2025

Accepted by Contractor
Steve Perdue
Owner
8/6/2025

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)

RESOLUTION

City of Portland, Tennessee

No. 25 – 56

A RESOLUTION AUTHORIZING THE CITY OF PORTLAND TO ENTER INTO AN AGREEMENT WITH THURMAN’S LAWN & LANDSCAPES, LLC FOR THE YARD RESTORATIONS FOR FISCAL YEAR 2026

WHEREAS, the City of Portland requested yard restoration services after utilities have been installed or repaired; and

WHEREAS, the following bid was properly solicited and received on July 30, 2025, for the 2025 Yard Restorations Contract; and

| Name of Bidder | Est Qty of Yards | Unit | Unit Price |
|---------------------------------|------------------|------|------------|
| Thurman’s Lawn & Landscapes LLC | 50 + | Each | \$475.00 |

WHEREAS, the contract shall be in effect from the approval date of this Ordinance until June 30, 2026 and may be extended for an additional two (2) one-year periods thereafter by mutual written consent of the parties

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland do hereby authorize the approval of the best and only bid from **Thurman’s Lawn & Landscapes LLC** for the 2025 Yard Restorations for FY 2026; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

TO: THE CITY OF PORTLAND

The undersigned bidder has carefully examined the site of the work described herein; has become familiar with the local conditions and the work character and extent of the work; has carefully examined the technical specifications, information to bidders, the agreement, the requirement for all insurance, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the *award* of the contract and if awarded the contract on this proposal, to execute ten (10) days after "Notice of Award", the required contract agreement, and participate in the Pre-Construction Conference for final determination of quantities.

The undersigned bidder further agrees to provide all necessary equipment, tools, incidentals, and other means of construction to do all the work and to furnish all the materials of the specified requirements that are necessary to complete the work in accordance with the proposal, and the technical specifications, and agrees to accept as payment in full, the unit prices for the various items described in the proposal.

The bidder understands that the quantities of work described herein are approximate only, and are subject to increase or decrease, and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following page of "estimate of quantities and schedule of prices" for the work described. The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud.

In compliance with the "Instruction to Bidders", the undersigned hereby proposes to furnish all labor, equipment, and materials and perform the work for completion of all items listed below in strict accordance with all the contract documents, in a workmanlike manner for the consideration of the prices quoted in the following items. The required contract documents will be executed within ten (10) days after the receipt of the "Notice of Award" and presentation of the prescribed forms.

ESTIMATE OF QUANTITIES AND SCHEDULE OF PRICES

The contractor shall fill in a price, in both numerals and words for the total below, and in numerals for unit prices on this proposal page. Failure to fill in a price for any item on the Proposal will be considered sufficient grounds for declaring the bid irregular. A list of yard restorations is attached as an Appendix to this Bid Form (2 Pages).

| ITEM | DESCRIPTION | EST. QTY. | UNIT | UNIT PRICE | AMOUNT |
|------|------------------|-----------|------|------------|----------|
| 1 | Yard Restoration | 50 + | EA | \$475.00 | \$23,750 |

TOTAL BASE BID ~~\$475.00~~ for 64 Repairs @ \$30,400

four Hundred Seventy five dollars per spot

WRITTEN FORM OF BID

Quantities may be adjusted at the Owner's option, according to Unit Bid

Current Outstanding Yard Repairs

| No. | Location | Seed/Straw | Date Created | Size | | |
|-----|--------------------------------------|----------------|--------------|------------------|--|--|
| 1 | 115 N Leath Rd(includes 1660 Hwy 52) | X | 8/30/2024 | | | |
| 2 | 124 Hillwood Ct | X | 11/5/2024 | 10'x20', 10'x10' | | |
| 3 | 505 Hwy 52 E | X | 8/13/2024 | 12x20 | | |
| 4 | 811 Hwy 52 E | X | 8/26/2024 | 6x10 | | |
| 5 | Hwy 52 E & Rogues Fork | X | 9/1/2024 | 6x20 | | |
| 6 | 3399 Hwy 52 E | X | 8/22/2024 | 5x5, 20x100 | | |
| 7 | 1920 Hwy 52 E | X | 8/14/2024 | 10x12 | | |
| 8 | 325 N Leath Rd | X | 8/11/2024 | 6x14 | | |
| 9 | 1097 N Corinth Rd | X | 8/26/2024 | 12x12,10x10 | | |
| 10 | 2717 Oak Grove Church Rd | X | 11/7/2024 | 10x12 | | |
| 11 | 140 N Sumner Rd | X | 7/15/2024 | 10x10 | | |
| 12 | Meadowbrook Ln/Fairfield Rd | X | 11/5/2024 | 15x20 | | |
| 13 | 451 Nubia Rd | X | 11/7/2024 | 2x4,20x20 | | |
| 14 | 1070 Le: Brown Rd | X | 1/23/2025 | 6x6 | | |
| 15 | 140 Butt Rd | X | 8/6/2024 | 4x10 | | |
| 16 | 174 Butt Rd | X | 2/27/2024 | 20x20 | | |
| 17 | 101 Keen Rd | X | 9/16/2024 | 10x40,30x40 | | |
| 19 | 555 Hwy 259 | X | 8/16/2024 | 6x10 | | |
| 20 | Denning Ford & Hwy 259 | X | 9/16/2024 | 6x10 | | |
| 21 | 1163 Hwy 259 | X | 7/16/2024 | 20x20,20x20 | | |
| 22 | 1257 Hwy 259 | X | 8/6/2024 | 6x12,4x4 | | |
| 23 | 1111 C E Main St | X | 9/9/2024 | 2x2,7x10 | | |
| 24 | Hwy 259 (Dillard's) Yokley Blvd | X | 10/31/2024 | 3x8,10x10 | | |
| 25 | 420 College St | X | 11/26/2024 | 3x3 | | |
| 26 | 643 Colleg St | X | 12/3/2024 | 4x10 | | |
| 28 | 841 College St | X | 8/7/2024 | 10x20,6x4 | | |
| 29 | 1125 College St | X | 8/21/2024 | 8x10 | | |
| 30 | 359 N Harris Rd | X | 8/7/2024 | 8x12 | | |
| 31 | 116 Timberwood Dr | X | 10/28/2024 | 15x20,6x12 | | |
| 32 | 188 Scatterville Rd | X | 8/6/2024 | 9x12 | | |
| 33 | Old Hwy 31 W & Parks Rd | X | 9/26/2024 | 10x20,6x4 | | |
| 35 | 5206 Hwy 31 W | X | 7/16/2024 | 4x20 | | |
| 36 | 1679 Crafton Rd | X | 9/3/2024 | 10x20 | | |
| 37 | 1247 B S Russell St | X | 12/1/2024 | 20x20 | | |
| 38 | 304 Fowler Ford Rd | X | 8/6/2024 | 20x20 | | |
| 40 | 111 William Dr | X | 1/26/2025 | 8x12 | | |
| 42 | 108 Oak St | X | 10/24/2024 | 4x10 | | |
| 43 | 125 Stevinson Ham | X | 10/4/2024 | 20x30 | | |
| 44 | 134 Davis St | X | 8/6/2024 | 10x160 | | |
| 45 | 125 Kirby Dr | X | 3/20/2024 | 25x30,3x20 | | |
| 46 | 102 Western Dr | X | 7/12/2024 | 8x8 | | |
| 47 | 302/304 Hunter St | X | 12/4/2024 | 40x40 | | |
| 49 | 302/304 Poplar St | X | 11/5/2024 | 6x6,8x8,5x15 | | |
| 50 | 109 Riggs Ave | X | 8/30/2024 | 6x10,16x20 | | |
| 52 | 317 Meadows Ln | X | 10/29/2024 | 3x8,10x16 | | |
| 53 | 698 Denning Ford Rd | X | 11/15/2024 | 20x40 | | |
| 54 | 123/124 Kenwood Dr | X | 7/25/2024 | 12x12,20x25 | | |
| 55 | 109 Sharon Dr | X | 9/1/2024 | 15x15 | | |
| 56 | 949 Hwy 52 W | X | 9/18/2024 | 3x50, 3x45 | | |
| 57 | Highland Rd and Bill Anderson Rd | X | 8/27/2024 | 10x10 | | |
| 58 | 9030 N Pinson Rd | X | 11/15/2024 | 20x20 | | |
| 59 | 9126 Byrum Chapel Rd | X | 10/24/2024 | 6x10,4x6 | | |
| 60 | 119 Old Hwy 52 | X | 9/2/2024 | 3x6 | | |
| 61 | 360 Blue Door Rd | x | 10/25/2024 | 20x20 | | |
| 62 | 1902 Hwy 259 | Matting Needed | 11/1/2024 | 10x10 | | |
| 63 | 3189 Hwy 259 | Matting Needed | 10/24/2024 | 10x12,8x16 | | |
| 64 | 631 Highland Rd | Matting Needed | 7/26/2024 | 4x19 | | |

The undersigned bidder further agrees, if awarded the contract in accordance with this proposal, to begin work after the date of the "Notice to Proceed", and further agrees to complete the work under provisions of the contract within time frames specified within individual work orders, or pay as liquidated damages, the sum of \$ 50.00 for each calendar day over the contracted days as stated in the work orders "Notice to proceed" will be issued on day of Pre-Construction Conference.

CONTRACTOR: Thurman's Lawn & Landscapes LLC

BY: Brian Thurman

ADDRESS: 126 N Happy Hollow Rd Portland TN 37148

PHONE No.: 615-642-8287

WITNESS: Celeste Thurman

~~BIDDER'S TN CONTRACTOR'S LICENSE NUMBER:~~ _____

~~BIDDER'S LICENSE EXPIRATION DATE:~~ _____

DATE: 7/29/2025

5. The contractor understands there are no blueprints for this project, and that the specifications are prepared from City of Portland Standard Specifications and Details. Bid documents were issued by the Portland Department of Utilities (PDU).
6. Once work has been completed and deemed satisfactory to meet all requirements of the specifications contained within, the Owner will pay to the Contractor an amount approved by the PDU Inspector, in accordance with the amount of work completed, as itemized on the invoice, and verification must be provided for quantities as applicable (contractor's diary- tickets).
7. This Agreement shall be binding upon the Owner and Contractor, their respective heirs, executors, administrators, successors, and assigns.
8. Work Orders shall be issued monthly assigning locations of restorations. The city and contractor shall agree upon a timeframe of completion for each Work Orders prior to its' issuance. If Work Orders are not completed within specified timeframes liquidated damages of \$50.00 per day shall be assessed.
9. The "2025 Yard Restoration Contract" shall remain in service for a period of one fiscal year beginning on the date the contract is awarded by the City of Portland, Board of Aldermen. At the end of the one-fiscal year contract period, the City of Portland reserves the right to extend the agreement for one additional year in one-fiscal year increments with an increase in price of no more than five (5) percent, should both parties agree. Fiscal Years runs from July 1 to June 30.

Contract Times

1. FY 2026 Expires June 30, 2026 (July 1, 2025, to June 30, 2026)
2. Options to renew FY 2027 Expires June 30, 2027 (July 1, 2026, to June 30, 2027)

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized officials, this Agreement on the above stated date.

OWNER: _____ CONTRACTOR: _____

BY: _____ BY: _____

TITLE: _____ ADDRESS: _____

ATTEST: _____

*SEAL

("If Contractor is a corporation, seal should be affixed here)

NOTICE TO PROCEED

This is to instruct _____, the Contractor, of the need to proceed with the construction of the project, as awarded by Ordinance # _____ dated _____, 2025, for the 2025 Yard Restoration Contract within the City of Portland, Tennessee Water Department Service area, as set forth in the contract for the same, dated _____, 2025.

Time of Completion shall be issued with each work order.

OWNER: City of Portland, Tennessee 37148

Date: _____

Mayor: _____

Mike Callis

This notice will advise _____ (the Contractor), of the award of the 2025 Yard Restoration Contract for yard repairs within the City of Portland Water Department service area, Tennessee by evidence of bid for the same, opened on Wednesday, July 30, 2025, and accepted at the regularly scheduled Council Meetings held on August 4, 2025, and August 18, 2025. (Two readings for approval of an Ordinance) Upon receipt of this NOTICE, said contractor will please contact the Owner to make arrangements for signing of the contract and schedule a Pre-Construction Conference, no later than ten (10) days from the date below.

Date: _____

Mayor: _____
Mike Callis

Owner: City of Portland, Tennessee 37148

"By Ordinance # _____

AGREEMENT

Page 1 of 2

This agreement, made this ___ day of ___, 2025, by and between the City of Portland, Tennessee, the Owner, and _____, the Contractor, doing business as (an individual) or (a Partnership) or (a corporation) (Please indicate which, by circling)

Witnessed that, for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the work known as 2025 Yard Restoration Contract within the City of Portland, Tennessee Department of Utilities service area.
2. The Contractor will furnish all of the materials, supplies, tools, approved equipment, labor and other services necessary for the execution and completion of the project described herein.
3. The Contractor agrees to perform in a good and workmanlike manner; all of the work described in the contract documents and comply with all the terms therein for the sum of _____, and as calculated from unit prices shown on the bid proposal schedule.
4. The term "Contract Documents" means and shall include the following:
 - A. The advertisement "Notice to Bid"
 - B. Information for Bidders
 - c. Bid Form
 - D. Affidavit of Contractor
 - E. Any Addenda
 - F. ~~Bid Bond~~
 - G. Notice of Award
 - H. Agreement (contract)
 - I. Notice to Proceed
 - J. Any change orders (as permitted/approved)
 - K. General Specifications
 - L. ~~Waiver and Release of Lien~~
 - M. Technical Specifications