



**BOARD OF MAYOR AND ALDERMEN
Portland City Hall - Council Chambers
100 South Russell St. Room 111
AGENDA for October 6, 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. Communications from Council Members

8. Mayor's Report

9. Consent Calendar

- A.** Ordinance No. 25-51 – Second Reading — An Ordinance to enter into an agreement with Perdue Trucking & Excavating for the 2025 Sanitary Sewer Improvements, located at Richland Park, South Russell St, and North Street in Portland, Tn.
- B.** Ordinance No. 25-52 - Second Reading - An Ordinance to approve change order #6 in the increased amount of \$251,903.47 with Cumberland Valley Constructors, Inc for the Wastewater Treatment Plant Expansion Phase II.
- C.** Minutes from September 15, 2025

10. Community Development – Vice-Mayor Megann Thompson

- A.** Resolution No. 25 – 63 - A Resolution to pursue marketing opportunities for a portion of city property located on Highway 52 West for the purpose of recruiting commercial development.
- B.** Resolution No. 25 – 64 - A Resolution authorizing the approval of a Memorandum of Understanding between Sumner County Government and the City of Portland for the Broadband Ready Communities Grant.

11. Finance – Alderman Vince Ellis

12. Fire Department – Alderman Jody McDowell

13. Human Resources – Alderman Vince Ellis

14. Legislative – Mayor Mike Callis

15. Municipal Airport – Alderman Mike Hall

- A. Ordinance No. 25-55 – First Reading - An Ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for maintenance costs for the fiscal year 7-1-2025 through 6-30-2026.

16. Parks & Recreation – Alderman Brian Woodall

17. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 25-53 – Second Reading – An Ordinance of the City of Portland, Tennessee, adopting the Preserving Portland Comprehensive Plan, and providing for an effective date.
- B. Ordinance No. 25 – 57 – First Reading — An Ordinance to rescind in its entirety, Ordinance 19-83 with, CDJ Farms LLC., for the development CDJ Farms, located on Jim Courtney Rd in Portland, Tennessee, and replace with the following.
- C. Discussion — Duplexes and zoning

18. Police Department – Alderman Drew Jennings

19. Public Works – Alderman Brian Woodall

- A. Resolution No. 25 – 66 - A Resolution authorizing TDOT to apply pavement markings on State Route 109 within the city to limit large commercial vehicles to the right-hand lane.
- B. List of paving (roads) for 25/26 year.
- C. Discussion — Location of new/repair sidewalks for this year.
- D. Discussion — Engineering Recommendation
- E. Discussion — Jim Courtney Rd.

20. Utility Infrastructure – Alderman Charles Cole

- A. Resolution No. 25-67 - A Resolution authorizing an agreement between the City of Portland and Symmetry Energy Solutions, LLC to manage all natural gas existing service contracts.
- B. Ordinance No. 25-56 — First Reading - An Ordinance to acquire property along Mt. Vernon Road for a Pump Station.

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 25 - 51

Second Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH PERDUE TRUCKING & EXCAVATING FOR THE 2025 SANITARY SEWER IMPROVEMENTS, LOCATED AT RICHLAND PARK, S RUSSELL ST, AND NORTH STREET IN PORTLAND, TN

WHEREAS, the City of Portland deems it necessary to remove the Richland Park Lift Station on Jim Courtney Road, complete sewer point repair projects to reduce inflow and infiltration (I/I), and to work towards compliance of Consent Order WPC16-0079 issued by the Tennessee Department of Environment and Conservation (TDEC); and

WHEREAS, the City of Portland received and opened bids on September 11, 2025, from the following contractors; and

Contractor	Total Bid
Perdue Trucking & Excavating	\$498,707.00
Jarrett Builders, Inc.	\$1,116,000

WHEREAS, after careful consideration, the bid from Perdue Trucking & Excavating has been recommended as the best bid for the 2025 Sanitary Sewer Improvements project; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with Perdue Trucking & Excavating in the amount of **\$498,707.00** as the best bid for the 2025 Sanitary Sewer Improvements project; 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: September 15, 2025

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 25 - 52

Second Reading

AN ORDINANCE TO APPROVE CHANGE ORDER #6 IN THE INCREASED AMOUNT OF \$251,903.47 WITH CUMBERLAND VALLEY CONSTRUCTORS, INC FOR THE WASTEWATER TREATMENT PLANT EXPANSION PHASE II

WHEREAS, the City of Portland has approved the original contract amount of \$14,528,900 with Cumberland Valley Constructors, Inc. for the Wastewater Treatment Plant Expansion (WWTP); and

WHEREAS, the City of Portland has approved Change Orders # 1 - 5 with a net increase of \$62,337.58 with Cumberland Valley Constructors, Inc. for the WWTP Expansion Phase II; and

WHEREAS, Change Order #6 revises the contract by:

• Replacement of Blower Package	Increase	+\$209,513.59
• Siemans Clamp-On Flow Meters	Increase	+\$ 42,389.88
	TOTAL	+\$251,903.47

WHEREAS, Change Order #6 shall increase the contract amount by \$251,903.47, which shall adjust the contract amount to \$14,843,141.05, an increase of \$314,241.05 from the original contract amount; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland approves the acceptance of the Change Order #6 for the items stated above in the amount of \$251,903.47 with Cumberland Valley Constructors, Inc. for the WWTP Expansion Phase II; 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: September 15, 2025

Passed Second Reading:



BOARD OF MAYOR AND ALDERMEN
Minutes for September 15, 2025 at 5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 05:01 PM.

2. Prayer and Pledge

Trent Stephens led the prayer and pledge.

3. Roll Call

Present: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell(left at 5:10 PM), Vice-Mayor Thompson, Alderman Woodall

Also, Present: Mayor Mike Callis, City Recorder Tracy Kizer, Finance Director Rachel Slusser,

Absent: Alderman Hall, Attorney Bradley

4. Approval of Agenda

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

5. Presentation

- No Items

6. Public Comment Period

- No one spoke

7. Public Hearing

A. Ordinance No. 25-44 – Second 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).

- No one spoke

B. Ordinance No. 25-45 - Second 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 Unity Development).

- No one spoke

C. Resolution No. 25-53 - A Resolution to annex property at 0 Woods Road, also identified as (Sumner County Map 16 Parcel 57.02) containing 37.7 +/- acres upon written consent of the owner and to adopt a Plan of Services.

- No one spoke

D. Application for off-premises Beer permit from Portland Wine & Spirits 144 West Knight St., Portland, TN.

- No one spoke

E. Application for off-premises Beer permit from Park Circle Market # 3 at 301 S. Broadway, Portland, TN.

- No one spoke

8. Communications from Council Members

Alderman Woodall requested an update from the Mayor about the White House Utility District situation.

9. Mayor's Report - Powerpoint presentation

- TDOT bypass — The contracts have been finalized on the northern section of the project and should begin construction this fall.

- 2025 Drought — For the last two (2) weeks we have been under the D1 status of the Drought Management Plan. The next stage is voluntary water reduction. The Water Plant staff is keeping the lake at a good level.
- Local Option Sales Tax Referendum — Should it pass, it would be a half-penny per eligible dollar, bringing us from 2.25% to 2.75% tax. Public Safety will need to be a priority. Based on current trends, the current calculation would be equal to a 21 cents property tax increase. The second reading of the Ordinance will be in December so it can be sent to the County Election Commission to be on the ballot. Currently, White House, Hendersonville, Gallatin, and Robertson County are already at 2.75%. If adopted, it would help with the general fund.
- Regional Water Line project — As of today, our section of line has installed 19,700 linear feet of water line. Portland is working with Sumner County on the state funding of \$12 million in grants.
- Holiday Sanitation Schedule — Sanation will be changing their Thanksgiving and Christmas holiday schedule, by picking up a day before the scheduled holiday off, making it a day early for some pick-ups. The schedule change will be printed on the utility bills, posted on Facebook and other social media. As a reminder, please allow space between objects and your trashcan.
- Zoning changes — Planning Committee and the Board will be looking at better clarity on some definitions, because some zoning is not required to complete PUDS.
- Proposed Fire Hall Station #3 — Mayor Callis shared the route of the North bypass and response times of 3 different station locations. He would like the Council to look at city owned property sales to help with funding.
- White House Utility District (WHUD) situation — WHUD is finalizing a water model study and, when completed, will set up a time to present their plan to council.

10. Alcohol Beverage Board

- Chair McDowell called the Alcohol Beverage Board to order at 5:16 PM.

- A.** Application for off-premises Beer permit from Portland Wine & Spirits 144 West Knight St., Portland, TN. - Chair McDowell advised that a complete application was submitted, and the applicants have passed all the background checks.

Motion to: Approve

By: Alderman Jennings

Second: Alderman Woodall

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- B.** Application for off-premises Beer permit from Park Circle Market # 3 at 301 S. Broadway, Portland, TN. - Chair McDowell advised this is a change in ownership at 301 South Broadway. A complete application was submitted, and the applicant passed all background checks.

Motion to: Approve

By: Alderman Cole

Second: Alderman Ellis

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

Mayor Callis requested a vice-chair be named, and anyone interested to let Chair McDowell know.

Chair McDowell adjourned the Alcohol Beverage Board at 5:19 PM.

11. Consent Calendar

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall

Motion Passed (voice vote)

- A.** Ordinance No. 25-47 – Second 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.

- B.** Ordinance No. 25-48 - Second 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.
- C.** Ordinance No. 25-49 - Second 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.
- D.** Ordinance No. 25-50 - Second 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.
- E.** Resolution No. 25-59 - A Resolution to re-appoint members to the Portland Municipal Planning Commission – Ann Blackburn, Gail Gentry, and Luther Bratton.
- F.** Resolution No. 25-60 - A Resolution to re-appoint one existing member, Robert Tooker to the Portland Municipal Zoning Board of Appeals.
- G.** Resolution No. 25-61 - Reappoint Phil Hobdy to Portland Airport Authority.
- H.** Minutes from August 18, 2025 Council Meeting
- I.** Department Reports from July 2025.

12. Community Development – Vice-Mayor Megann Thompson

Vice-Mayor Thompson expressed Sherri Ferguson has received lots of calls from retail developers interested in our community. Director Ferguson will be attending the ICSC Southeast Conference in Atlanta next month.
 - No Items

13. Finance – Alderman Vince Ellis

- A.** Resolution No. 25-62 - A Resolution to accept the best proposal for Banking Services for the City of Portland, Tennessee.
Motion to: Approve
 By: Alderman Ellis
 Second: Alderman Cole
Discussion: Director Slusser explained this is in reference to Tennessee Public Chapter 227, requiring cities every four (4) years to request proposals for banking services. Two banks responded to the RFPs and Volunteer Bank offered the higher interest rate.
 Alderman Cole questioned if the credit union fell under the same guidelines. Director Slusser explained that they are not eligible because they don't fall under the state collateral pool, which is required by law for deposits of municipal funds.
 Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall
 Absent: Alderman Hall
Motion Passed (voice vote)

14. Fire Department – Alderman Jody McDowell

- A.** Discussion - Strawberry Festival firework show(s)
 Chief Thornton advised that the contract proposals for the firework show will be completed this winter. Chief Thornton requested suggestions from the Board. Alderman McDowell suggested if the plan was for a firework show in July, to discuss with the companies doing both shows at a discount.
 Chief Thornton will submit the proposal to Alderman McDowell to review.
- B.** Discussion - NFPA 1710 Standard
 Chief Thornton presented a PowerPoint of NFPA 1710 standards.
 Chief Thornton explained that we have not adopted the NFPA code because it is a standard we will be held to.
 Chief Thornton explained the standards and number of firefighters needed to meet those standards.
 An Affordability Plan to increase staffing was presented by Chief Thornton.
 Discussion was held about the annual cost of a firefighter, staffing numbers over the years, how the sales tax increase could be used, staffing in similar cities, turnout gear and replacement and staffing of a new fire hall.
 - Alderman McDowell left the meeting at 6:10 pm.

15. Human Resources – Alderman Vince Ellis

- No Items

16. Legislative – Mayor Mike Callis

- A. Resolution No. 25-58 - A Resolution to request the Operations and Programs Ad-Hoc Committee to review Wastewater Operations.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

Discussion: Mayor Callis explained that the Committee will meet with staff of the Wastewater division to help with operational efficiency.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

17. Municipal Airport – Alderman Mike Hall

- No Items

18. Parks & Recreation – Alderman Brian Woodall

- A. Discussion — \$6,000,000 loan for park improvements.

- Alderman Woodall presented the Park Department's needs.

Discussion was held about the top needs, the Parks' Master Plan, funding, and maintenance needs.

Mayor Callis suggested everyone review the Park's Master Plan along with this Parks Department list and review what can be taken care of through maintenance.

Alderman Cole requested an updated list of needs that shows the most needed first, then moving to the least needed last.

Alderman Woodall requested the discussion be added to the November meeting.

19. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 25-44 – Second 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: Vice-Mayor Thompson

Second: Alderman Woodall

Discussion: Mayor Callis advised this was the Cumberland Electric property, correcting the zoning.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- B. Ordinance No. 25-45 - Second 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: Discuss

By: Vice-Mayor Thompson

Second: Alderman Cole

Discussion: Director Nate Heisler presented the PUD and advised this was unanimously passed in the Planning Meeting. Director Heisler advised Jetton Property Group was available for any questions.

Motion to: Suspend the Rules for Eric Johnson of Jetton Property Group to speak.

By: Vice-Mayor Thompson

Second: Alderman Woodall

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Eric Johnson, Co-Owner of Jetton Property Group spoke about the PUD. Mr. Johnson advised that they would be completing all the homes with masonry products as requested, such as brick or hardy board all around. Jetton Property Group will also donate, during Phase I, \$20,000 to the Parks Department, and \$20,000 to Public Safety for either Fire or Police. Mr. Johnson also hopes that if the subdivision is successful, they will be able to make additional donations in the future.

Vice-Mayor Thompson congratulated Jetton Property Group for being one of the first ones to build a subdivision with larger homes and feels it will be a success. She also appreciated their donations and commitment to include masonry products all around.

Alderman Cole thanked them for everything they do for the community and the youth of Portland.

Motion to: Amend by adding Section 2, 1-Donations during Phase I — of \$20,000 to Parks plus \$20,000 to Public Safety. 2-All masonry products used.

By: Alderman Ellis

Second: Alderman Jennings

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Amendment Passed (voice vote)

Vote: As amended

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- C. Resolution No. 25-53 - A Resolution to annex property at 0 Woods Road, also identified as (Sumner County Map 16 Parcel 57.02) containing 37.7 +/- acres upon written consent of the owner and to adopt a Plan of Services.

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Woodall

Discussion: Mayor Callis advised this goes with Ordinance No. 25-45 rezoning of 115 Woods Road.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- D. Ordinance No. 25-53 – First Reading – An Ordinance of the City of Portland, Tennessee, adopting the Preserving Portland Comprehensive Plan, and providing for an effective date.

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Ellis

Discussion: Jessica Hill from GNRC reviewed the Preserving Portland Plan and was available for questions. It was noted that the Plan unanimously passed the Planning Commission.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Attorney Bradley, Alderman Hall, Alderman McDowellNone

Motion Passed (voice vote)

Vice-Mayor Thompson requested at the next reading to give information on the place types and how amendments and changes will need to be made.

Complete information can be found at preservingportland.org.

- E. Ordinance No. 25-54 – First Reading - An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 304-310 Fowler Ford Road, from R-15 (Low Density Residential), and GCRS (General Commercial Services) to PUD (Planned Unit Development).

Motion to: Discuss

By: Vice-Mayor Thompson

Second: Alderman Woodall

Discussion: Director Heisler presented the map and general information about the PUD.

Motion to: Suspend the Rules for Zach Wilkinson to speak.

By: Vice-Mayor Thompson

Second: Alderman Ellis

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Zach Wilkinson spoke to the board about the PUD. He noted some changes that have been made to the PUD based on information received from the Board, neighborhood meeting and Planning Commission. He pointed out that the sewer pump station would be moved, and a detention pond added that would help with standing water on Fowler Ford Rd. Mr. Wilkinson advised that he would remodel the concession stand (Granny's Kitchen) in Richland Gym, by replacing the cabinets, grease trap, painting and possible moving a wall. Discussion was held about the road changes and addition of parking spots. Mr.

Wilkinson advised he was happy with the final product and the process has made good improvements to the project. Alderman Cole discussed the roadway and questioned if the roadway could dead-end at Fowler Ford. Discussion was held and Mr. Wilkinson advised they have added measures to deter it from becoming a cut-through.

Motion to: Amend by adding section 2; containing a remodel of the concession stand(Granny's Kitchen) in Richland Gym.

By: Alderman Woodall

Second: Alderman Jennings

Yes: Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Vote: As Amended

Yes: Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

No: Alderman Cole

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- Vice-Mayor Thompson would like a discussion of duplexes to be added to next month's agenda.

20. Police Department – Alderman Drew Jennings

- No Items

21. Public Works – Alderman Brian Woodall

- A.** Discussion - Hiring a traffic engineer to change Strawberry Street to a one-way road.
Discussion was held about hiring a traffic engineer reviewing Strawberry Street changing to a one-way street. Mayor Callis commented that the Jackson Road/Highway 52 intersection needs to be added to the list. Director Carlton Cobb advised that the cost estimate included 4 intersections and traffic counts. Discussion was held about if an engineer was needed. Director Cobb advised there are decisions that have to be made that are needed from traffic counts and a traffic engineer's suggestions. Discussion also pointed out that other intersections on Hwy 52 need to be taken into account and future traffic growth. Director Cobb will also get with the State to see what assistance he can get with traffic counts. It was agreed that a resolution would be brought to the Board.
- B.** Discussion - Painting and signage for truck traffic on Highway 109.
Discussion was held about the tractor-trailer truck traffic and roadway painting and signage. Director Cobb advised that TDOT does not have any issues with additional signage, they just need to approve the signage. Discussion was held about "Waze" application being notified about truck traffic using the right lane only. Discussion was held about the State having a limit of \$50 fines for being out of the right lane.
- C.** Discussion - Update on Traffic Engineering from February 2025 - Traffic Engineer Jason Reynolds of CSR Engineering discussed the roadway intersections that were submitted. The following was discussed:
1. Leath Rd/Hwy 52 - Mr. Reynolds gave 3 options. After discussion, the Board wanted the cost of straightening out the intersection to make a 90-degree turn.
Motion to: Suspend the Rules
By: Vice-Mayor Thompson
Second: Alderman Ellis
Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman McDowell
Motion Passed (voice vote)
Doug Hunter advised that what is presented is better than what it currently is, but the best would be to come straight out with a 90-degree turn.
Mr. Reynolds gave his recommendations. Discussion was held about the cost of the different recommendations. Director Cobb advised he would have to do research about the cost.
2. Fowler Ford Rd and Haynes Road — Mr. Reynolds reported this intersection has several issues and reviewed his recommendations. Alderman Woodall suggested that a quick fix would be having the trees trimmed. Mr. Reynolds suggests taking the yield out of the intersection.
3. Portland Blvd from Wheeler to Jim Courtney — Mr. Reynolds advised the curves were the issues in this area. Mr. Reynolds reviewed his suggestions and advised that traffic-calming measures are the best solution.
Mayor Callis reviewed that cost estimates would be brought back to the Board and paving the two roads would also be included in the cost estimate.

22. Utility Infrastructure – Alderman Charles Cole

- A.** Ordinance No. 25-51 – First Reading - An Ordinance to enter into an agreement with company name for the 2025 Sanitary Sewer Improvements, located at Richland Park, S Russell St, and North Street in Portland, Tn.

Motion to: Approve

By: Alderman Cole

Second: Alderman Woodall

Discussion: Director Bryan Price reported this is the clay pipe that is caving in and includes the Richland Park sewer change over to gravity sewer.
Alderman Cole questioned whether the funding is budgeted. Director Price advised it is and will be paid out of cash and in the budget.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- B.** Ordinance No. 25-52 - First Reading - An Ordinance to approve change order #6 in the increased amount of \$251,903.47 with Cumberland Valley Constructors, Inc for the Wastewater Treatment Plant Expansion Phase II.

Motion to: Approve

By: Alderman Cole

Second: Alderman Ellis

Discussion: Director Price advised the project has not closed and is required to by TDEC regulations, and review the blower replacement.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Adjournment

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

Motion passed by voice vote to **adjourn at 8:10 pm.**

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City of Portland Public Comment Sign-In Sheet

- In accordance with Resolution #25-41, public comments are allowed when those comments are germane to agenda items (*this includes public hearings*), except where otherwise prohibited.
- Comments are limited to a maximum of 5 minutes per individual, and the number of speakers and/or allotted time may be limited by the presiding officer to ensure opposing views are heard.

Sign up before the start of the meeting to speak on public hearings and other agenda items.

Speaker Information		List which public hearing and/or agenda item you would like to speak on.
Print Name		
Address		
Print Name		
Address		
Print Name		
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Print Name		
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The Following Is To Be Filled Out By The Presiding Meeting Clerk

Board/Committee **City Council** Meeting Date: **September 15, 2025** Page Number: 1 of

RESOLUTION

City of Portland, Tennessee

No. 25 – 63

A RESOLUTION TO PURSUE MARKETING OPPORTUNITIES FOR A PORTION OF CITY PROPERTY LOCATED ON HIGHWAY 52 WEST FOR THE PURPOSE OF RECRUITING COMMERCIAL DEVELOPMENT

WHEREAS, the City Council has enlisted a retail recruiter for the purpose of attracting new business within the City; and

WHEREAS, the City owns property on Hwy 52W for a future fire hall and the property has ample space for a potential commercial site as well; and

WHEREAS, the Portland Economic and Community Development Department would work with the retail recruiter and interested parties to market a section of said property as being available for commercial use such as retail space and restaurants with the proceeds of any sale to go towards the future build of a new fire hall on the remaining portion; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that a portion of the City owned property on Hwy 52W be marketed as potential commercial property; and

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 – 64

A RESOLUTION AUTHORIZING THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN SUMNER COUNTY GOVERNMENT AND THE CITY OF PORTLAND FOR THE BROADBAND READY COMMUNITIES GRANT

WHEREAS, the City of Portland is a broadband ready community and is available for grant funding; and

WHEREAS, the City of Portland and Sumner County have partnered together to install Wi-Fi access in downtown Portland and Meadowbrook Park through a Broadband Ready Communities Grant; and

WHEREAS, since both parties will be assigned access to monitor the system a memorandum of understanding needs to be signed; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the City Council authorize the Mayor to sign any memorandum of understanding with Sumner County that facilitates the intended purpose of the grant; and

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

ORDINANCE

City of Portland, Tennessee

No. 25 - 55

First Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR MAINTENANCE COSTS FOR THE FISCAL YEAR 7-1-2025 THROUGH 6-30-2026

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for the reimbursement of eligible maintenance costs at the Portland Municipal Airport; and

WHEREAS funding for this application has been approved by the State of Tennessee Department of Transportation Aeronautics Division for the fiscal year ending 6/30/2026; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Portland, Tennessee that the contract to provide funds for maintenance reimbursement between the Portland Airport Authority and the State of Tennessee **TAD Project Number 83-0745-26; TAD Contract Number AERM-26-151-00** is hereby approved and the Airport Authority Chairman is authorized and directed to execute said contract so as to be an obligation of the Portland Airport Authority and the State of Tennessee; and

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:

ORDINANCE

City of Portland, Tennessee

No. 25 – 53

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, ADOPTING THE PRESERVING PORTLAND COMPREHENSIVE PLAN, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Comprehensive Plan is a long-range policy document intended to guide the physical growth and development of the City by establishing a vision and framework for future land use, transportation, housing, natural resources, and community facilities; and

WHEREAS, on August 12, 2025, the Planning Commission, after due consideration and a public hearing, did recommend the adoption of the Preserving Portland Comprehensive Plan to the City Council with a 7-0 vote in favor; and

WHEREAS, the City Council find that the Comprehensive Plan is in the best interest of the health, safety, and welfare of the citizens of the City.

WHEREAS, the City Council have reviewed the Preserving Portland Comprehensive Plan, considered the recommendation of the Planning Commission, and held a public hearing on [Date] to receive public comment regarding the proposed adoption of the Plan; and

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

Section 1. Adoption of Comprehensive Plan. The Comprehensive Plan, entitled "Preserving Portland Comprehensive Plan," and all its component parts, including all maps, goals, objectives, policies, and recommendations, is hereby officially adopted as the Comprehensive Plan of the City of Portland.

Section 2. Effective Date. This Ordinance shall take effect and be in force from and after its passage and publication.

Mayor Mike Callis

Attest: Tracy Kizer, City Recorder

Passed First Reading: September 15, 2025

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 24 – 57

First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY ORDINANCE 19-83 WITH , CDJ FARMS LLC, FOR THE DEVELOPMENT CDJ FARMS, LOCATED ON JIM COURTNEY RD IN PORTLAND, TENNESSEE, AND REPLACE WITH THE FOLLOWING.

WHEREAS, the Developer desires to develop a subdivision to be known as CDJ Farms; and

WHEREAS, the preliminary plat of said subdivision received final approval from the Portland Municipal Planning Commission (the "Planning Commission") on the 9th day of September, 2025, pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the City, and

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

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the mayor to enter into the attached Developer’s Agreement for CDJ Farms Development, located on Jim Courtney Rd, Tax Map 020, Parcel 040.00, 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 CDJ FARMS

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2025 by and between CDJ Farms, LLC, a Tennessee limited liability company (“DEVELOPER”) and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee (“CITY”).

WHEREAS, the DEVELOPER owns and desires to develop a 65-unit development, located on Jim Courtney Rd, Tax Map 020, Parcel, 040.00, in Portland, Tennessee (hereinafter called the "PROJECT"); and

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

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

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

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

SECTION 1. CONSTRUCTION OF SUBDIVISIONS

The Developer shall construct all required improvements and complete its subdivision in accordance with the City's Subdivision Regulations, the approved construction plans, and the preliminary subdivision plat approved by the Planning Commission on the 9th day of September 2025. Required improvements may include, but are not limited to, all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, streetlights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, amenities, and any required off-site improvements. The Developer shall pay for all materials and labor necessary to install and complete the required improvements, unless specified elsewhere in this agreement.

1. I EXCEPTIONS OF CONSTRUCTION

1.1.1 CITY STREET

The Developer and City shall share in the cost of improvements to raise Jim Cortney Road approximately 4.5 feet for approximately 1600 feet, this will mitigate a known drainage issue, where from time to time the roadway is closed to traffic due to flooding. The Developer shall be responsible for raising, with fill material, and preparing the road base for Jim Courtney Road to prevent future flooding. The City has agreed to and has obligated \$56,000 of FY 2018-2019 paving funds for binder and top coating the section of Jim Courtney Road. Funding for the City's obligations shall not exceed \$56,000, the Developer shall cover any additional cost. The City has currently paid a total of \$30,869.00 towards this cost. \$25,131 remains to be paid for the Jim Courtney Road improvements.

1.1.2 SANITARY SEWER SYSTEM

A. Installations:

The Developer shall be responsible for all remaining on-site and off-site sanitary sewer improvements to serve the development as shown on the approved construction plans, except for the work associated with the removal of the lift station and installing a gravity sewer system for Richland Park. The Developer's responsibility shall include removal of the Jasmine Way lift station, installation of a gravity system connecting Jasmine Way to the gravity sewer within CDJ Farms, and all on-site sanitary sewer improvements for CDJ Farms Development. As per the executed *WATERLINE INSTALLATION AGREEMENT* dated November 4, 2024 the 44 remaining lots in Phase 2 and 3 of CDJ Farms will be charged the multi-family rate of \$1,485 for the sewer capacity fee.

B. Surety Amount:

Once all utilities have been tested, approved, and accepted by the Portland Department of Utilities, the DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY for Phase II sanitary sewer for a 12-month maintenance surety in the amount of \$56,039.06, prior to PDU signing the Final Plat. The DEVELOPER shall provide a separate Letter of Credit or cash escrow to the CITY for Phase III sanitary sewer for a 12-month maintenance surety in the amount of \$116,132.81, prior to PDU signing the Final Plat. No taps shall be released until after the signing of the Final Plats.

1.1.3 WATER SYSTEM

A. Installations:

The Developer shall be responsible for all remaining on-site and off-site water system improvements to serve the development as shown on the approved construction plans. The 12-inch water main that was part of the original construction plans has been completed and the City paid the \$42,000 contribution required as per Ordinance 19-83. The City shall make no further contributions for the completion of any water improvements required for this development. As per the executed *WATERLINE INSTALLATION AGREEMENT* dated November 4, 2024 the 44 remaining lots in Phase 2 and 3 of CDJ Farms will be charged the multi-family rate of \$1,550 for the water improvement fee.

B. Surety Amount:

Once all utilities have been tested, approved, and accepted by the Portland Department of Utilities, the DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY for Phase II water system for a 12-month maintenance surety in the amount of \$43,987.50, prior to PDU signing the Final Plat. The DEVELOPER shall provide a separate Letter of Credit or cash escrow to the CITY for Phase III water system for a 12-month maintenance surety in the amount of \$23,625, prior to PDU signing the Final Plat. No taps shall be released until after the signing of the Final Plats.

1.1.4 NATURAL GAS SYSTEM

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

1.1.5 STORMWATER INFRASTRUCTURE

The Developer shall be responsible for constructing all storm water infrastructure associated with the development. The City shall allow the developer to construct the stormwater detention pond on Richland Park property along Jim Courtney Road. The utilization of park land for the detention pond will alleviate a known stormwater issue and allows the developer to maximize development potential. The City shall not contribute any funds to stormwater infrastructure. The developer agreed at the September 9th, 2025 Planning Commission, that the stormwater infrastructure will be installed by October 31, 2025.

1.1.6 PARK TRAIL CONNECTION

The Developer shall be responsible for bearing all construction cost associated with a walking trail connector from the subdivision to the City owned walking trail in Richland Park. The City shall grant permission to the Developer to construct said connection. The Developer shall be responsible for stabilizing land disturbed during the course of construction and to repair any damage to the existing trail and Park property. The City shall not contribute any funds to the park trail connection. The park trail connection shall be constructed along side the access road beginning at Jim Courtney Road heading towards the existing concessions stand. The developer shall pave the existing twelve (12) foot wide gravel driving lane, adding an additional width of six (6) feet of roadway. The developer shall construct the additional six (6) feet with compacted stone and finish with smooth surface asphalt, making the total width of finished pavement approximately eighteen (18) feet wide. The City shall provide a monetary contribution of \$10,000 towards the additional asphalt being requested.

1.1.7 Jim Courtney Road Access Road Connection to Richland Park Parking Lot (Gravel Only)

The Developer has agreed to construct the access road from Jim Courtney Road to the existing Richland Park parking lot. The cost of materials shall be solely at the City's expense. Materials shall include stone, drainage pipes, and soil. The developer will furnish all equipment and labor at no cost to the City. The construction of the access road shall be done in good faith efforts to the City of Portland's residents reducing the overall cost to provide a second access point for Richland Park.

SECTION 2. SURETY

Prior to commencing construction, the Developer shall post a letter of credit, in accordance with the Subdivision Regulations, for site stabilization and offsite infrastructure improvements included on the construction plans. Prior to the recording of the final subdivision plat, the Developer shall post a letter of credit in an amount specified by the City Planner, said amount being 25% greater than the estimated amount necessary to complete required improvements, including road top coat, sidewalks, and other improvements specified by the construction plans and plats of the development approved by the City and the Planning Commission. The Surety may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the Surety. The Surety will not be released until there has been full compliance with this Agreement and certification by a licensed engineer that the development has been completed in full compliance with the approved plat and construction plans.

SECTION 3. INTERPRETATION, VENUE, AND ATTORNEY'S FEES

This agreement shall bind the Developer upon execution and may not be revoked without permission of the City. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Circuit Court for Sumner County, Tennessee, and Tennessee appellate courts. In the event this Agreement is breached by the Developer and litigation is commenced, the Developer shall be responsible for the reasonable attorney's fees and expenses incurred by the City as a result of the Developer's breach.

SECTION 4. TRANSFERABILITY

Except for the sale of individual lots after recording the final plat, the Developer shall not transfer the subdivision property without first giving notice to the City as to the name, address, and telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Developer agrees to provide the City an Assumption Agreement in which 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 shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the City.

SECTION 5. TIME PERIOD FOR CONSTRUCTION

In consideration of the promise by the City to accept for maintenance the streets, utilities and other infrastructure covered by this agreement, the Developer agrees to be bound to complete within three (3) years, all improvements shown on the preliminary plat and construction plans and all things required by this agreement. The Developer further agrees that if due to unforeseen circumstances, he is unable to complete all work included in this agreement within the time specified above, but desires to complete said agreement to the satisfaction of the City, he will submit a written request for extension of the agreement period to the City at least sixty (60) days prior to the expiration of the existing agreement period, specifying the reason for his failure to complete the work as agreed and a prospective date for such completion. The Developer further agrees that if the letter-of-credit executed to secure the value of the work to be performed under this agreement is determined at the time an extension is sought to be inadequate due to rising costs to secure the cost of said improvements he will provide the additional security to bring the bond amount in line with current cost projections as made by the City. The City agrees that it will not unreasonably withhold approval of extensions where the Developer has complied with the requirements of notice to the City and provided the required additional security, if any be needed. The Developer understands that his failure to follow this extension procedure constitutes a breach of this agreement and places him in violation of the Subdivision Regulations. The Developer further understands that should he fail to complete any part of the work outlined in this agreement in a good and workmanlike manner the City shall reserve the right to withhold and withdraw all building permits and/or sewer service within the subdivision until all items of this Agreement have been fulfilled by the Developer. Extensions shall be for no more than one year and no more than two extensions shall be complete.

SECTION 6. ACCEPTANCE OF IMPROVEMENTS

Formal acceptance of improvements shall follow the procedure established in the Subdivision Regulations. Subsequent to acceptance by the City, the Developer shall have no claim, direct or implied, in the title or ownership of the improvements. The City, upon final approval and acceptance, will take full title to the improvements and will provide maintenance thereafter, except that the Developer is responsible for construction failures and defects in the subdivision improvements for a period of one (1) year after the date of final acceptance of the subdivision improvements. During this period, it shall remain the responsibility of the Developer to conceal and cure these defects and failures.

SECTION 7. WARRANTY

The Developer warrants that all improvements to be accepted by the City will be free from defects in design, materials, or workmanship for a period of one (1) year from the date of acceptance by the City. The Developer shall immediately repair, at its own costs, all defects of any type whatsoever which occur within said one (1) year period. If repairs required herein are not timely completed, the City shall have the right, at its option, to make said repairs at the expense of the Developer. In such event, the City may call the Developer's surety to pay for said repairs. Additionally, the Developer shall execute a maintenance surety as required by the Subdivision Regulations.

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 – 66

A RESOLUTION AUTHORIZING TDOT TO APPLY PAVEMENT MARKINGS ON STATE ROUTE 109 WITHIN THE CITY TO LIMIT LARGE COMMERCIAL VEHICLES TO THE RIGHT-HAND LANE

WHEREAS, the City Ordinance No. 19-37 prohibits vehicles with three (3) or more axles from operating in the left-hand lane, on roads, streets, or highways with two (2) lanes allowing for movement in the same direction, except when the truck is actually preparing for a left turn or avoiding a hazardous condition; and

WHEREAS, the Tennessee Department of Transportation has agreed to apply pavement markings on Hwy 109 within the City indicating “No Trucks Left Lane” as used on interstates within the State as long as the City is responsible to maintain the markings thereafter; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the City Council grant TDOT authority to apply appropriate pavement markings on State Route 109 to help control commercial vehicle traffic; and

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 – 67

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PORTLAND AND SYMMETRY ENERGY SOLUTIONS, LLC TO MANAGE ALL NATURAL GAS EXISTING SERVICE CONTRACTS

WHEREAS, the City of Portland has received an agreement to confirm extending the existing Agency Agreement No 53816 with Symmetry Energy Solutions as the City of Portland’s agent; and

WHEREAS, this service package provides that any right to extend the Service Package for the City’s three storage accounts listed below which will automatically extend for a term of five years effective November 01, 2025 unless Shipper notifies Tennessee in writing to the contrary by the close of business on October 31, 2029; and

WHEREAS, this agreement pertains to the following contracts:

- Gas Storage Agreement Contract Number 2248-FSPATGP,
- Gas Storage Agreement Contract Number 2079-FSMATGP,
- Gas Transportation Agreement Contract Number 1375-FTGSTGP; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland approves to continue using Symmetry Energy Solutions as agent of record to perform the obligations of the ongoing gas storage agreements between the City of Portland and Tennessee Gas Pipeline Company for the Service Package Extension for Gas Storage accounts extension term (five years and Transportation Quantity) with Tennessee Gas Pipeline Company, L.L.C. Kinder Morgan Company; and

BE IT FURTHER RESOLVED that this Ordinance shall take effect after its final passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

AGENCY AGREEMENT
(Interstate Natural Gas Company)

Transporter: TENNESSEE GAS PIPELINE

Agency Agreement No. 53816

This Agency Agreement ("Agreement") is entered into effective as of the Effective Start Date specified below, by and between PORTLAND, TENNESSEE CITY OF ("Principal" or "Shipper") and SYMMETRY ENERGY SOLUTIONS, LLC ("Agent").

WHEREAS, Principal has rights and obligations with Transporter;

WHEREAS, Principal desires to transfer certain rights and obligations to Agent; and Agent is willing to act as agent for Principal, as described herein;

NOW THEREFORE, Principal and Agent agree as follows:

Principal hereby authorizes Agent to exercise the rights and/or perform the obligations ("Agency Business Functions") as set forth in Exhibit A and as described on Transporter's Interactive Website, for 1) the contract(s) listed on Exhibit A and entered into between Principal and Transporter pursuant to Transporter's FERC Gas Tariff ("Tariff") and managed in Transporter's Interactive Website, 2) the point(s) listed on Exhibit A, and/or 3) other agency function(s) allowed in Transporter's Interactive Website that are not contract specific or point specific, as listed on Exhibit A. Such authorization shall begin on the Effective Start Date and end on the End Date, as defined below. Agency Business Functions will be as permitted and described on Transporter's Interactive Website. Exhibit A is incorporated by reference and made a part of this Agreement for all purposes. Principal and Agent agree that they are required to comply with all provisions of the contracts listed on Exhibit A and all provisions of Transporter's Tariff.

Effective Start Date: 11/01/2025. The Effective Start Date of this Agreement must be the first day of a month, unless otherwise allowed by Transporter. This Agreement must be executed, via Transporter's Interactive Website or by email delivery to Transporter (as specified on Transporter's Website) of a fully executed Agreement, at least two (2) business days prior to the Effective Start Date, unless otherwise allowed by Transporter.

End Date: 10/31/2029. Principal's designation and appointment of Agent shall end on the End Date of this Agreement, which must be the last day of a month, unless otherwise allowed by Transporter; provided however, that this Agreement may be terminated at any time by the Principal or Agent, but no such termination shall be effective as to Transporter until terminated via Transporter's Interactive Website or by written notice to Transporter (as specified on Transporter's Website) by the terminating party.

By execution hereof, Agent accepts its designation and appointment as agent for Principal and agrees to act as agent for Principal in accordance with the terms hereof. Agent shall clearly specify it is acting on behalf of Principal in all actions taken in its role of Agent. Communications with, or actions by, Agent shall be deemed communications with, or actions by, Principal, and Principal accepts and agrees that Transporter may rely on all such communications by Agent on behalf of Principal rendered under the terms of this Agreement.

In the event that a communication(s) or action(s) taken by Principal and Agent are, in Transporter's sole opinion, inconsistent or conflicting, with respect to the Agency Business Functions and contracts listed on Exhibit A, then Principal understands and agrees that Transporter shall comply with the later communication or action taken by Principal or Agent, provided that such communication or action is not inconsistent with Transporter's Tariff, including applicable deadlines therein, or the terms of the applicable contract, in Transporter's sole opinion.

All notices, invoices and correspondence concerning the above-mentioned delegated duties shall be directed to Agent and Principal at the following address:

Principal Contact Person: Darlene Baker
Address: Symmetry Energy Solutions, LLC 9811 Katy Freeway, Suite 1400 HOUSTON TX 77024
Telephone: _____ Fax: _____
Email Address: dbaker@cityofportlandtn.gov

Agent Contact Person: Patrick Kerley
Address: 9811 Katy Freeway Suite 1400 HOUSTON TX 77024
Telephone: 7132074711 Fax: _____
Email Address: patrick.kerley@symmetryenergy.com

AGENCY AGREEMENT (continued)

Principal shall remain liable to Transporter for all of its obligations as Shipper under the contracts listed on Exhibit A, including but not limited to all payments to Transporter of all fees and charges for any services rendered under Transporter's Tariff. Principal and Agent, each, hereby indemnify and hold Transporter harmless from any and all liabilities, losses, damages, expenses and other obligations of any nature whatsoever that Transporter may suffer as a result of any and all claims, demands, costs, attorney fees and judgments against Transporter resulting from Transporter's reliance on communications and actions of Agent, including but not limited to payment made by Transporter to Agent or actions taken by Transporter pursuant to Agent's communication(s), action(s) or inaction(s) given on behalf of Principal pursuant to this Agreement.

This Agreement shall be subject to all applicable governmental statutes, orders, rules, and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued.

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Texas without regard to choice of law doctrine that refers to the laws of another jurisdiction.

In the event of a conflict between the provisions of this Agreement and the provisions of Transporter's Tariff, the provisions of the Tariff shall govern.

The Parties agree and stipulate that the services to be performed pursuant to this Agreement by each Party are uniquely tied to the Parties performing the services. Therefore the rights and obligations pursuant to this Agreement may not be assigned.

The parties acknowledge that the execution of this Agreement via Transporter's Interactive Website or receipt by Transporter of a fully executed Agreement transmitted by email (as specified on Transporter's Website) shall constitute a valid enforceable agreement and shall legally bind the parties accordingly.

PORTLAND, TENNESSEE CITY OF GID 6542
(Principal Name)

SYMMETRY ENERGY SOLUTIONS, LLC GID 2835
(Agent Name)

By: _____

By: ccteg107

Name: _____

Name: Michael Keen

Title: _____

Title: Lead Scheduler

AGENCY AGREEMENT (continued)

Exhibit A

Transporter: TENNESSEE GAS PIPELINE
Agency Agreement No. 53816
Date of Agreement: 11/01/2025
Principal: PORTLAND, TENNESSEE CITY OF
Agent: SYMMETRY ENERGY SOLUTIONS, LLC

<u>Agency Business Functions</u>	<u>All Contracts</u>	<u>All Points</u>	<u>Specified Contracts</u>	<u>Specified Points</u>
AMENDMENT REQUEST	Y	Y		
BUY SELL DEFAULT	Y	Y		
CONFIRMATIONS	Y	Y		
CAP REL BIDS	Y	Y		
CAP REL OFFERS	Y	Y		
IMBAL TRD/STOR TRANS	Y	Y		
INVOICES	Y	Y		
CONTRACT EXECUTION	Y	Y		
CONTRACT INQUIRY	Y	Y		
CONTRACT REQUEST	Y	Y		
NOMINATIONS	Y	Y		
OPERATOR POINT INQUIRY	Y	Y		
VOLUME INQUIRY	Y	Y		

Note: The blanks will be populated from the online request in DART.

ORDINANCE

City of Portland, Tennessee

No. 25 - 56

First Reading

AN ORDINANCE TO ACQUIRE APPROXIMATELY 0.35 ACRES LOCATED IN BETHPAGE IDENTIFIED AS MAP 68 PARCEL 151.00, PLAT BOOK 34, PAGE 304 FOR THE PURPOSE OF BUILDING NECESSARY WATER WORKS TO SUPPLY POTABLE WATER TO THE CITY OF PORTLAND

WHEREAS, the City of Portland does not have an adequate water supply to meet the near future demands of the City's water system and has been awarded multiple grants through the American Rescue Plan (ARP) and State of Tennessee Fast Track program to construct an additional water supply for the Portland Water System; and

WHEREAS, Portland partnered with the City of Gallatin (GPU), City of Westmoreland, and the Castalian Springs Bethpage Water Utility District (CSBWUD) and was awarded the ARP competitive Grant on November 2, 2023. GPU is the grant lead, and all other entities are subrecipients. The project will give Portland access of up to 3 Million Gallons Per Day (MGD); and

WHEREAS, CSBWUD owns a pump station on Mt Vernon Road near the intersection of Duffer Hollow Road on a tract of land identified as Map 63 Parcel 27.01. The existing Pump Station does not have the capacity to pump up to 3MGD into the Portland System. The existing station will be required to be improved to meet the additional capacity required by Portland to complete the grant project; and

WHEREAS, the City has negotiated in good faith with the property owner since June 23, 2025. If the property owner does not sign the Letter of Intent by October 10, 2025, the current offer will be rescinded, and the City will proceed to acquire the needed 0.35 acres by condemnation for the expansion of the needed pump station to complete grant project using a fair market value appraisal; and

WHEREAS, Once the Letter of Intent is signed by the property owner, the City will move forward with the plating process to subdivide 379 Mt Vernon Road. If the property owner does not complete the closing paperwork in a timely manner after the plat is approved and recorded with the County, then the City shall move forward with the acquiring the needed 0.35 acres by condemnation for the expansion of the pump station; and

WHEREAS, funding for the land acquisition shall be made through the Grant; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland acquire if necessary by eminent domain approximately 0.35 acres from a tract at 379 Mt Vernon Rd in Bethpage, Tennessee identified as Map 68 Parcel 151 for the purpose of the expansion of CSBWUD's pump station to supply potable water to the City of Portland; 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: