



**BOARD OF MAYOR AND ALDERMEN
Portland City Hall - Council Chambers
100 South Russell St. Room 111
AGENDA for December 1, 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. 25-58 – Second Reading – An Ordinance to rescind and replace, in its entirety, Resolution 23-52 requiring all multi-family and dwelling two-family zoning to be presented as a planned unit development.

8. Communications from Council Members

9. Mayor's Report

10. Consent Calendar

- A.** Ordinance No. 25-60 – Second Reading an ordinance to rescind in its entirety ordinance 25 - 24 and replace with this ordinance to amend the pay-in-lieu of fee for capital projects completed by the city for water, sewer, natural gas, and capacity letter maintenance fees
- B.** Minutes from Work Study - November 3, 2025
- C.** Minutes from City Council Meeting, November 3, 2025
- D.** Department Reports

11. Community Development – Vice-Mayor Megann Thompson

- A.** Resolution No. 25-80 – A Resolution to approve the recommendation of the Portland Industrial Development Board.

12. Finance – Alderman Vince Ellis

- A.** Resolution No. 25-81 — A Resolution to authorize appropriations for financial aid for Nonprofit Charitable Organizations.
- B.** Resolution No. 25-86 — A Resolution to dissolve the Industrial Provision Fund of The City of Portland.

13. Fire Department – Alderman Jody McDowell

14. Human Resources – Alderman Vince Ellis

- A. Resolution No. 25-82 - A Resolution to authorize the City of Portland to enter into an agreement with Paypoint HR, LLC for a review of the compensation study.

15. Legislative – Mayor Mike Callis

- A. Ordinance No. 25-25 – Second Reading – An Ordinance calling for a referendum for the purpose of increasing investment in city services such as Parks, Roads and Public Safety by maximizing the Local Option Sales Tax by a half-penny per dollar in the City of Portland, Tennessee hereby known as the Portland Investment Act.
- B. Resolution No. 25-84 - A Resolution to petition the Tennessee Legislature to consider possible Legislative changes that affect Local Governments.

16. Municipal Airport – Alderman Mike Hall

17. Parks & Recreation – Alderman Brian Woodall

- A. Discussion — Parks Improvements

18. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 25-58 – Second Reading – An Ordinance to rescind and replace in its entirety Resolution 23-52 requiring all multi-family and dwelling two family zoning to be presented as a planned unit development.
- B. Ordinance No. 25-61 –First Reading - An Ordinance to amend the City of Portland Zoning Ordinance Section 4-103 accessory off-street parking requirements for residential activities.
- C. Resolution No. 25-87 – A Resolution requiring all projects and permits to have digital submissions for better tracking and review.

19. Police Department – Alderman Drew Jennings

- A. Resolution No. 25-83 - A Resolution authorizing the adoption of the updated Towing Policy in its entirety for the Portland Police Department.

20. Public Works – Alderman Brian Woodall

- A. Ordinance No. 25-62 – First Reading — an Ordinance to enter into an agreement with Unified Disposal Partners (UDP) to provide roll off dumpster hauling and services to the City of Portland.
- B. Discussion — Transfer Station
- C. Discussion - Strawberry Street / Jackson Road Traffic Study

21. Utility Infrastructure – Alderman Charles Cole

- A.** Resolution No. 25-85 – A Resolution to approve change order #1 in the increased amount of \$23,901.00 with Cumberland Pipeline, LLC for the Sumner County Regional Transmission Main.
- B.** Discussion — Water Meter Replacement Project

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 25 - 58

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY RESOLUTION 23-52 REQUIRING ALL MULTI-FAMILY AND DWELLING TWO FAMILY ZONING TO BE PRESENTED AS A PLANNED UNIT DEVELOPMENT

WHEREAS, In an effort to preserve the character and general welfare of the community the City Council desires that all developments be completed as presented; and

WHEREAS, the City Council has determined that a more cohesive and planned approach to high-density residential housing, including Duplexes, is necessary to ensure adequate infrastructure, open space, and design compatibility; and

WHEREAS, All rezoning request that wholly or in part contains multi-family such as RM- 1, NMU, CMU, or RMU will be required to submit a Planned Unit Development (PUD) plan of the project and the Council may request certain design elements be included in the plan; and

WHEREAS, All rezoning request that wholly or in part contains dwelling two family (Duplexes), such as R-40, R-15, R-10, R-7.5, or RM-1 will be required to submit a Planned Unit Development (PUD) plan of the project and the Council may request certain design elements be included in the plan; and building permits shall not be issued without PUD Master Plan Approval by the City Council; and

Now, THEREFORE BE IT RESOLVED, By the Mayor and City Council that all rezoning request containing multi-family and dwelling two family must be presented as a Planned Unit Development; 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: October 20, 2025
Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 25 - 60

Second Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY ORDINANCE 25 - 24 AND REPLACE WITH THIS ORDINANCE TO AMEND THE PAY-IN-LIEU OF FEE FOR CAPITAL PROJECTS COMPLETED BY THE CITY FOR WATER, SEWER, NATURAL GAS, AND CAPACITY LETTER MAINTENANCE FEES

WHEREAS, the City of Portland deems it necessary to establish a new fee structure for water, sewer and gas; and

WATER & SEWER PLAN REVIEW FEES

Review Fees will only be charged one time per project. If the project is inside the Portland City Limits, the review fees will be charged with preliminary plat. If the project does not require a plat, the review fees will be charged with the Construction Plans review. If the project is outside of the Portland City Limits, it will be charged with the review of the plat.

Plan Review Fee

(Due when plans are submitted for review. Must be paid prior to Portland Department of Utilities (PDU) approval.)

- \$1,200 for water plans (per phase)
- \$1,200 for sewer plans (per phase)

WATER METER BASE FEES

Rate Class	Monthly Meter Base Fee for Fiscal Years (FY)		
	FY 2024	FY 2025	FY 2026*
Residential	\$4	\$5	\$6
Commercial/Industrial	\$17	\$18	\$19
Fire Meters	\$76	\$77	\$78

*After Fiscal Year 2026, Meter Base Fees shall remain at the fee detailed under FY 2026

Water Meter Base Fees shall be used to test, calibrate, maintain, install, and replace all meters within the distribution system. Fees shall be calculated as shown above.

Residential Fee – Shall apply to all residential meters

Commercial/Industrial Fee – Shall apply to all commercial & industrial domestic and irrigation meters.

Fire Meters – Shall apply to all fire meters

WATER FEE STRUCTURE

WATER CONNECTION FEES

Residential**	\$120
Commercial	\$180
Industrial	\$600

Water Connection Fees apply to all new account setup.

** In cases of natural disaster, including but not limited to tornado, lightning, flood, fire, sink hole, ice storms, and, other serious acts of nature, residential water connection fees may be waived by the Business Office Manager, at the sole discretion of the Business Office Manager.

WATER TAP FEES

TAP SIZE	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
¾"	\$1,500	\$2,400
1"	\$2,100	\$3,120
2"	\$4,500	\$6,000
*3"	\$5,200	\$6,840
*4"	\$6,200	\$8,040
*6"	\$9,200	\$11,640
*8"	\$11,200	\$14,040
*10"	\$15,000	\$19,200
*12"	\$18,000	\$24,000

*Contractor must provide all labor, materials, and meter per PDU specs

The Tap Fees only apply to services. The Tap Fee listed above does not apply to main line extensions or replacements for subdivisions. The developer shall be responsible for the cost of all taps for main line extensions and replacements. The above fees are privilege fees only and will be charged on a per unit basis and are due at the time of setting up service.

WATER IMPROVEMENT FEE

\$1,800 per equivalent residential unit (ERU) on all new development, excluding single-family residential [as defined by the 2018 International Residential Code (IRC) as one-family dwelling (single-family home) or two-family dwelling (duplex)] on existing lots less than 2 acres. If the lot was subdivided by the platting process or a metes and bounds legal description after the passage of this ordinance, the fees shall be required. See "Water Equivalent Residential Units (ERUs)" for ERU calculations.

Commercial and Industrial Improvement fees shall be calculated based upon their estimated domestic flow divided by the ERU. One ERU = 350 gallons per day per 24-hour day. For each unit of domestic flow or part thereof, shall be multiplied by the Water Improvement Fee.

*Example: Restaurant with 100 seats
 Estimated Flow: 100 seats * 40 gal per seat = 4,000 gpd
 4,000 gpd/350 gpd = 11.42 units = 12 units * \$1,800 = \$21,600*

Improvement fees are for the city to make capital improvements to the water system to maintain Level of Service for all rate payers. The City will hold these funds for future projects to improve deficiencies within the water system. The Improvement Fee shall be paid by the developer prior to the signing of the Final Plat. If development requires off-site improvements to the water system, the Water Improvement Fee may be waived for work-in-kind.

If development requires off-site improvements to the water system, the following conditions shall apply:

- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator meets or exceeds 200% of the Improvement/Development fees required by the plat or modeling, all Improvement/Development Fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is between 100% and 199% of the Improvement/Development Fees required by the plat or modeling, then 50% of improvement/development fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is less than 100% of the Improvement/Development fees required by the plat or modeling, no Improvement/Development Fees shall be waived.

WATER EQUIVALENT RESIDENTIAL UNITS (ERUs) are calculated by below:

Self Storage – Calculated as general commercial services but only for the area with a water demand. If the facility is sprinkled, it will be for the full footprint of the facility.

One-Family Dwelling/Single Family Residence – One (1) Unit

Two-Family Dwelling/Duplex – One (1) Unit

Triplex – Three (3) Units

Quadplex – Four (4) Units

Apartments – One (1) Unit per dwelling

Mobile Home Park – One (1) Unit per dwelling

Hotel/Motel – 130 gpd (gallons per day) per room

General Commercial Services – 130 gpd (gallons per day) per 1,000 S.F. of Floor space

Theaters – 5 gals. Per seat

General Office space – 25 gals. Per person

Restaurant – 40 gals. Per seat

Schools – 16 gals. Per person (Employees and Students)

Retirement Community (per bed) – 250 gpd (gallons per day)

Hospitals (per bed) – 250 gpd (gallons per day)

Assisted Care/Nursing Homes – One Half (½) unit per bed

Church (small) – 3 gals. Per seat (no kitchen)

Church (large) – 5 gals. Per seat (Kitchen)

Industrial (Sanitary Waste Only) * – 25 gals. Per person per day (This will be evaluated after one Year.) *The original fee will be based on the number of employees supplied to the City. Any other classification will be calculated at 250 gpd (gallons per day).

Industrial Processed Water - \$750.00 per 1000 gallons per day

Car wash/truck wash – 2 units per bay

Self-service Laundries – 1 unit per washer

Service stations – 1 unit per pump
 Bowling Alley – 1 unit/alley

Multi-Family Unit Development shall follow the Water Improvement Fee schedule below:

Multi-Family Unit Water Improvement Fees

Number of Units	Fee per unit
1-50	\$1,800
51-100	\$1,550
101-150	\$1,300
Greater than 150	\$1,000

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision or new development, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing the water main for the length of water main adjacent to the property if the existing pipe diameter size does not meet the minimum requirements stated below. The payment shall be calculated using the City’s Pay-In-Lieu of Calculator

Minimum Water Main Pipe Diameter

Within City Limits: 8” – (Unless documented in the City’s Capital Improvement Plan to be larger)

Outside of City Limits: 6” – (Unless documented in the City’s Capital Improvement Plan to be larger)

Capital Projects Completed by the City

PDU will charge the **PAY-IN-LIEU OF** Fee according to the Fire and Domestic flow requirement of the development. The fee will be calculated for the property’s right-of-way and/or easement adjacent to the pipeline. Domestic flow requirements shall be calculated at the TDEC Instantaneous Demand of two (2) gallons per minute per unit. The minimum fee will be as per the City’s Minimum Water Main Pipe Diameter requirements. The Pipeline capacity shall be determined from the City’s hydraulic model. The capacity of each pipeline will vary based upon its location in the distribution system, length, type of material, etc...

Example: 30-unit Single Family Residential Development with a 12-Inch Diameter Pipeline constructed by City along the property’s 300 feet long right-of-way

30 Unit Single Family Residential Development
*Domestic Flow Requirement – 2 gpm/unit * 30 units = 60gpm*
Fire Flow Requirement – 1,000 gpm
Total Flow Requirement – 1,060 gpm

12-Inch Diameter Pipeline
Pipeline Capacity determined from Model (Varies per location) – 1,400 gpm
Unit cost of 12-Inch as per the City’s Pay-In-Lieu of Calculator - \$231.25/ft
Length of Right-of-Way – 300 ft

Thus, the Fee would be calculated as follows:

1,060 gpm/1,400 gpm = 76%

*\$231.25/ft * 300 ft *76% = \$52,527*

DEVELOPER'S CONTRIBUTION

The City may also require payment if the utility has been designed and/or constructed that the new Development will be utilizing. This will be calculated as shown below:

Residential & Commercial

\$750 per ERU

Industrial

\$1,000 per 5,000 SF of building footprint

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city's sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

HYDRANT FLOW TEST FEE

The Hydrant Flow Test Fee shall be \$125 per request.

SEWER FEE STRUCTURE

SEWER TAP FEES AND CAPACITY FEES

<u>Tap Diameter</u>	<u>Inside Tap Fee</u>	<u>Outside (if applicable)</u>
4-6" minimum	\$750.00	\$1,400
Anything over 6"	\$5,000 plus all installation costs	
SR 109 Interchange Sewer	\$10,000*	

- The above fees are privilege fees only and will be charged on a per unit basis.
- They are due at the time of setting up service.
- The specified fee does not include plumber's installation or materials cost.
- If a sewer customer is paying a monthly sewer bill at the time the City begins to collect capacity fees. The customer will not have to pay the capacity fee charge but will have to pay the tap fee if not already paid.
- A change of Use will require a review of capacity fees. Based on the intended use, new capacity fees shall be required.
- Multiple Sewer Capacity Units shall be used to calculate the Capacity Fee if multiple Uses are contained within one structure, i.e. A Convenience Store with gas pumps, restaurant, and a car wash.

- *Any future or current use or expansion of the SR 109 Interchange Sewer System Improvements completed in 2019 shall incur tap fees of \$10,000

<u>Inside Portland City Limits Capacity Fee</u>	<u>Outside Portland City Limits Capacity Fee (Inside Mitchellville and Orlinda Only)</u>
\$1,750	\$2,600

SEWER EQUIVALENT RESIDENTIAL UNITS (ERUs)

For each unit of sewage flow or part thereof (one unit =250 gallons per 24-hour day) there is a capacity fee:

Self Storage – Calculated as general commercial services but only for the area with a sewer demand.

ERUs are calculated by below:

- One-Family Dwelling/Single Family Residence – One (1) Unit
- Two-Family Dwelling/Duplex – One (1) Unit
- Triplex – Three (3) Units
- Quadplex – Four (4) Units
- Apartments – One (1) Unit per dwelling
- Mobile Home Park – One (1) Unit per dwelling
- Hotel/Motel – 130 gpd (gallons per day) per room
- General Commercial Services – 130 gpd (gallons per day) per 1,000 S.F. of Floor space
- Theaters – 5 gals. Per seat
- General Office space – 25 gals. Per person
- Restaurant – 40 gals. Per seat
- Schools – 16 gals. Per person (Employees and Students)
- Retirement Community (per bed) – 250 gpd (gallons per day)
- Hospitals (per bed) – 250 gpd (gallons per day)
- Assisted Care/Nursing Homes – One Half (½) unit per bed
- Church (small) – 3 gals. Per seat (no kitchen)
- Church (large) – 5 gals. Per seat (Kitchen)
- Industrial (Sanitary Waste Only) * – 25 gals. Per person per day (This will be evaluated after one Year.) *The original fee will be based on the number of employees supplied to the City. Any other classification will be calculated at 250 gpd (gallons per day).
- Industrial Processed Water - \$750.00 per 1000 gallons per day
- Car wash/truck wash – 2 units per bay
- Self-service Laundries – 1 unit per washer
- Service stations – 1 unit per pump
- Bowling Alley – 1 unit/alley

Multi-Family Unit Development shall follow the Capacity Fee schedule below:

Multi-Family Unit Sewer Capacity Fees (Fee per Unit)

Number of Units	Inside City Limits	Outside City Limits
1-50	\$1,750	\$2,600

51-100	\$1,485	\$2,400
101-150	\$1,315	\$2,200
Greater than 150	\$1,135	\$2,000

SEWER IMPROVEMENT FEE

\$1,200 per equivalent residential unit (ERU) on all new development, excluding single-family residential [as defined by the 2018 International Residential Code (IRC) as one-family dwelling (single-family home) or two-family dwelling (duplex)] on existing lots less than 2 acres. If the lot was subdivided by the platting process or a metes and bounds legal description after the passage of this ordinance, the fees shall be required. See “Sewer Equivalent Residential Units (ERUs)” for ERU calculations.

Example: Restaurant with 100 seats
*Estimated Flow: 100 seats * 40 gal per seat = 4,000 gpd*
*4,000 gpd/250 gpd = 16 units = 16 units * \$1,200 = \$19,200*

Improvement fees are for the city to make capital improvements to the sewer system to maintain Level of Service for all rate payers. The City will hold these funds for future projects to improve deficiencies within the sewer system. The Improvement fee shall be paid by the developer prior to the signing of the Final Plat. If development requires off-site improvements to the sewer system, the Sewer Improvement Fee may be waived for work-in-kind.

If development requires off-site improvements to the water system, the following conditions shall apply:

- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator meets or exceeds 200% of the Improvement/Development fees required by the plat or modeling, all Improvement/Development Fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is between 100% and 199% of the Improvement/Development Fees required by the plat or modeling, then 50% of improvement/development fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is less than 100% of the Improvement/Development fees required by the plat or modeling, no Improvement/Development Fees shall be waived.

Multi-Family Unit Development shall follow the Sewer Improvement Fee schedule below:

Multi-Family Unit Sewer Improvement Fees

Number of Units	Fee per unit
1-50	\$1,200
51-100	\$1,020
101-150	\$900
Greater than 150	\$750

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision or new development, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing the sewer main for the length of sewer main adjacent to the property if the existing pipe diameter size does not meet the minimum requirements stated below. The payment shall be calculated using the City’s Pay-In-Lieu of Calculator.

Minimum Gravity Sewer Main Pipe Diameter: 8”

Capital Projects completed by the City

PDU will charge the **PAY-IN-LIEU OF** Fee based upon the TDEC Wastewater Design Criteria Minimum requirements. The City will charge for the minimum pipe diameter until the flow requires the next size pipe. Gravity Sewer shall be sized for 50% total pipe capacity including a Peaking Factor of four (4). Sewage Flow shall be calculated using the established sewer ERU’s listed above. Once the pipe reaches 50% capacity, the next size main is required. The fee will be calculated for the property’s right-of-way and/or easement adjacent to the pipeline. The minimum fee will be per the City’s Minimum Gravity Sewer Main Pipe Diameter requirement. The Pipeline capacity shall be determined from the City’s hydraulic model. The capacity of each pipeline will vary based upon its location in the Collection system, length, type of material, etc..

Tennessee Department of Environment and Conservation
Wastewater Design Criteria
Chapter 2

Table 2-2 Minimum Slope from Traditional Method

Sewer Size (inches)	Minimum Slope* (feet per 100 feet)
8	0.40
10	0.28
12	0.22
15	0.15
18	0.12
21	0.10
24	0.08
27	0.067
30	0.058
36	0.05 **
42	0.042***

Example: 30-unit Single Family Residential Development with a 30-Inch Diameter Pipeline constructed by City along the property’s 300 feet long right-of-way

*30 Unit Single Family Residential Development
Domestic Flow Requirement – 30 units * 250 gpd * 4 = 30,000 gpd*

*30-Inch Diameter Pipeline
Pipeline Capacity determined from Model (Varies per location) – 19,811,520 gpd*

*8-Inch Diameter Pipeline
Pipeline Capacity determined from Model (Varies per location) – 583,200 gpd
583,200 gpd * 50% = 291,600 gpd
291,600 gpd > 30,000 gpd – 8-Inch Diameter Pipeline has adequate capacity*

*Unit cost of 8-Inch as per the City’s Pay-In-Lieu of Calculator - \$375.00/ft
Length of Road Frontage – 300 ft*

*Thus, the Fee would be calculated as follows:
\$375.00/ft * 300 ft = \$112,500*

DEVELOPER’S CONTRIBUTION

The City may also require payment if the utility has been designed and/or constructed that the new Development will be utilizing. This will be calculated as shown below.

Residential & Commercial

\$1,000 per ERU

Industrial

\$750 per 5,000 SF of building footprint

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city’s sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

PRETREATMENT

The City is required by the EPA and TDEC to maintain a Pretreatment Program. The TDEC approved Portland Sewer Use Ordinance governs and set all requirements of the Pretreatment Program.

INDUSTRIAL PRETREATMENT PERMITS

Section 18-206A of the Sewer Use Ordinance gives the City the authority to charge a fee for all permitted users.

Industrial Pretreatment Permit shall have an annual fee of **\$7,500**

The annual fee will be billed at the beginning of every year and the permittee shall remit payment within thirty (30) days of the date of the invoice or the City may disconnect sewer service. Industrial Pretreatment Permit Fee shall become effective January 1, 2025.

FATS, OILS, AND GREASE (FOG) PROGRAM

Section 18-206A of the Sewer Use Ordinance gives the City the authority to charge a fee for the inspection and monitoring of the Grease Management Plan.

FOG Inspection Fee shall be **\$400** annually per device. An establishment having multiple devices shall be charged per Grease Trap/Interceptor.

The annual fee will be billed at the beginning of every year and the permittee shall remit payment within thirty (30) days of the date of the invoice or the City may disconnect sewer service. Grease Trap/Interceptor Fee shall become effective January 1, 2025.

NATURAL GAS FEE STRUCTURE

GAS CONNECTION FEES

Residential**	\$100
Commercial	\$150
Industrial	\$500

Gas Connection Fees apply to all new account setup.

** In cases of natural disaster, including but not limited to tornado, lightning, flood, fire, sink hole, ice storms, and, other serious acts of nature, residential gas connection fees may be waived by the Business Office Manager, at the sole discretion of the Business Office Manager.

GAS TAP FEES

TAP SIZE	TAP FEES
3/4"	\$400
1"	\$475
2"	\$550

INDUSTRIAL AND COMMERCIAL GAS METER UPSIZE FEE --- Customer shall pay all cost associated with upsizing of new meter to meet BTU demand load.

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing if the utility has been designed and/or constructed that the new Development will be utilizing.

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city's sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

CAPACITY LETTER MAINTENANCE FEES

Each capacity letter (water, sewer, and gas) will have an administrative fee and a per unit fee that will be required to be paid by the petitioner annually for renewal of Capacity/Availability Letters.

INITIAL CAPACITY LETTER FEES

Initial Capacity Fees shall be collected with the initial approval of a Capacity Letter:

RESIDENTIAL FEE STRUCTURE

- Individual Residential Service Availability Application Administrative Fee: \$100
- Residential Subdivision Availability of Service Request Form
Administrative Fee: \$500

COMMERCIAL FEE STRUCTURE

- Commercial Availability of Service Request Form
Administrative Fee: \$1,000

INDUSTRIAL FEE STRUCTURE

- Industrial Availability of Service Request Form
Administrative Fee: \$2,000

CAPACITY LETTER RENEWAL FEES (ANNUALLY)

Capacity Renewal Fees will apply to all Capacity Letter Renewals:

RESIDENTIAL FEE STRUCTURE

- Individual Residential Service Availability Application Administrative Fee: \$100
- Residential Subdivision Availability of Service Request Form
Administrative Fee: \$500 + option A, B, or C
 - A. Up to 100 units: \$50 per unit
 - B. 101 to 300 units: \$40 per unit
 - C. 301 or more units: \$30 per unit

COMMERCIAL FEE STRUCTURE

- Commercial Availability of Service Request Form
Administrative Fee: \$1,000 + \$500 per unit

INDUSTRIAL FEE STRUCTURE

- Industrial Availability of Service Request Form
Administrative Fee: \$2,000 + \$1,000 per unit

WHEREAS, after careful consideration the City Council recommends the new fee structure for water, sewer, natural gas fees, and Capacity Letter Maintenance Fees as listed above; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve this ordinance for Water, Sewer, and Natural Gas Fee Structure; 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: November 3, 2025

Passed Second Reading:



Work Study Minutes
Monday, November 3, 2025 at 4:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 04:02 PM.

2. Roll Call

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

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

Absent: Alderman Hall(arrived at 4:50 PM), Alderman McDowell(arrived at 4:44 PM)

3. Approval of Agenda

No changes made to the agenda.

4. Public Comment Period

- No one spoke

5. Discussion

A. Future of Portland's Public Safety - The mayor turned the meeting over to Fire Chief Thornton and Police Chief Arnold.

Chief Thornton explained the aggressive plan is to have a safer community, more efficient and better quality service, along with reasons for the need of an additional Fire Hall. The floor was opened to Council for questions.

Discussion was held about:

- Size of White House fire department
- Personnel needs.
- If any additional trucks would be needed.
- Budgeted money and additional funding needed.
- Recurring funds vs equipment and gear needs.
- What can be purchased from impact fees.
- If the referendum is passed, what the funds will provide.
- If the referendum can be slated for Public Safety or even a portion.

Mayor Callis advised the council members to have conversations with the public about the need for the sales tax referendum and what it can provide. Also, the Robertson County portion of Portland and most of the other cities in Sumner County are already at 2.75% sales tax.

Discussion was held about the cost associated with annual increases, and ways to fund them.

Chief Arnold presented his needs and discussed the following:

- Personnel needs.
- Vehicle needs and scheduled rotation.
- Step raises and COLA adjustments.

Alderman Woodall expressed his concern about not discussing all the department's needs and looking at the city needs as a whole. Alderman Woodall also expressed he would like to wait to see if the referendum passes before he makes decisions about the future needs.

Alderman Cole requested to see historical data going back to 1985 to now, including the population, number of personnel, number of calls and any other important information.

Vice-Mayor Thompson expressed the importance of making small movements every year.

Mayor Callis advised that the most important decision that council has to make is passing the budget.

Adjournment

Meeting adjourned at 4:57 PM.

Mike Callis, Mayor

Tracy Kizer, City Recorder



**BOARD OF MAYOR AND ALDERMEN
Minutes for November 3, 2025 at 5:00 PM**

1. Call to Order

Mayor Mike Callis called the meeting to order at 05:06 PM.

2. Prayer and Pledge

Mayor Mike Callis led the prayer and pledge.

3. Roll Call

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

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

4. Approval of Agenda

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

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

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 Woodall advised Halloween in the park was a terrific event and reminded everyone of the 52nd Annual Highland Craft Show, November 8th, 2025 at Richland Gym.

Vice-Mayor Thompson wished Alderman Ellis a Happy Birthday.

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

- Commercial Progress in the City —
 - Waffle House is now open.
 - Zaxby's has submitted their project on Hwy 52.
 - Travel Center of America has been approved.
 - County Inn & Suites has been approved.
 - Scooters is under construction.
 - Highway 52 West has lots of work going on because of by-pass.
 - North 109 has work on gas transmission lines.

Portland Investment Act — May 5th referendum — The City is not getting the shared revenue from the 2002 State Sales Tax increase. Mayor Callis requested all to vote on the May 5th referendum. Mayor Callis asked for Council members to reach out to the General Assembly to restore the historic shared revenue percentages.

EPA & PFAS — EPA may mandate testing and reporting and managed treatment at the water plant. May have to seek a 3rd party consultant.

EPA & Fluoride — TN is reviewing fluoride mandate requirements in treated water.

Community Recipe book — Mayor Callis requested all council members submit their recipe or family member's recipe.

10. Consent Calendar

Motion to: Approve
By: Alderman Woodall
Second: Alderman Ellis
Yes: Alderman Cole, Alderman Ellis, Alderman Hall, Alderman Jennings, Alderman McDowell, Vice-Mayor Thompson, Alderman Woodall

Motion Passed (voice vote)

- A.** Resolution No. 25-75 — A Resolution to re-appoint Tom Driscoll and appoint Jess Birdwell, to the Portland Municipal Zoning Board of Appeals.
- B.** Resolution No. 25-76 — A Resolution to appoint new member James Dipiazza to the Portland Municipal Planning Commission.
- C.** Resolution No. 25-77 — A Resolution to re-appoint Robert Tooker to the Portland Municipal Planning Commission.
- D.** Minutes from the October 20, 2025 City 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

- A.** Resolution No. 25-74 — A Resolution to establish meeting dates for 2026.

Motion to: Amend by adding Council meetings on June 15 and November 16th.

By: Alderman Woodall

Second: Alderman Cole

Discussion: Discussion was held about the meetings not being on the calendar because those dates are near holidays. City Attorney Bradley also advised, if the meetings were voted by Council, they would have to be voted by Council to cancel the meeting.

Withdraw Amendment Alderman Woodall and Alderman Cole.

Motion to: Amend by adding June 15th only.

By: Alderman Woodall

Second: Vice-Mayor Thompson

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

Amendment Passed (voice vote)

Vote to: pass as amended

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

Motion Passed (voice vote)

16. Municipal Airport – Alderman Mike Hall

- No Items

17. Parks & Recreation – Alderman Brian Woodall

- No Items

18. Planning & Codes – Vice-Mayor Megann Thompson

- No Items

19. Police Department – Alderman Drew Jennings

- No Items

20. Public Works – Alderman Brian Woodall

- A.** Resolution No. 25-78 — A Resolution to adopt the Paving and Sealing Priorities for the 2025 Fall and 2026 Spring season with funds that were allocated in the 2025-2026 fiscal budget.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor Thompson

Discussion: Director Cobb advised that Airport Road is first on the list. The list is in paving order.

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

Motion Passed (voice vote)

- B.** Ordinance No. 25-59 – First Reading - An Ordinance authorizing the acceptance of the best bid for the City of Portland 2025 sidewalk contract effective December 1, 2025 - December 31, 2026, with a one (1) one year renewal option.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor Thompson

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

Motion Passed (voice vote)

- C.** Discuss Tipping Fees- Director Cobb advised that there is a new solid waste transfer station in New Deal. Director Cobb has checked the location and met with the owners, operators and talked with the state. A company has bought out small companies throughout the state and changed to transfer stations.

Director Cobb advised the following:

- The pricing is a little higher.
- The location is 9 miles from the city.
- This could save between 15,000–20,000 in fuel annually.
- More saved on maintenance.
- Mattress fees are the same.
- Currently, cannot drop off after 1:00 PM because of the time it takes to drive there and back and the possible wait in line at the transfer station.

Discussion was held about concerns and advantages.

After discussion, it was determined that Director Cobb would get roll-off service pricing, contract information, price changes due to changes in the area and reach out to Sumner Resource Authority for pricing.

21. Utility Infrastructure – Alderman Charles Cole

- A.** Resolution No. 25- 79 – A Resolution to approve change order #1 to add an additional bid item for the installation of a full circle repair clamp when abandoning old water services in the increased amount of \$750 per service with Perdue Trucking and Excavation for 2025 Annual Water Service Line Replacement Project.

Motion to: Approve

By: Alderman Cole

Second: Alderman McDowell

Discussion: Director Price advised this was not included in the bid, but is needed for cast iron change.

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

Motion Passed (voice vote)

- B.** Ordinance No. 25-60 – First Reading an ordinance to rescind in its entirety ordinance 25 - 24 and replace with this ordinance to amend the pay-in-lieu of fee for capital projects completed by the city for water, sewer, natural gas, and capacity letter maintenance fees

Motion to: Approve

By: Alderman Cole

Second: Alderman Woodall

Discussion: Director Price advised this came from the Ad Hoc committee. The change is in the calculation of pay-in-lieu of. It is not based on the size water line that would be needed.

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

Motion Passed (voice vote)

Director Price updated that the Mason Tank is down and causing low pressure in the Fowler Ford Road area. Director Price explained that they are working on improvements and some repairs and should finish in the next two weeks. After that, the Oak Hill tank will be down for two weeks, while improvements are made and some folks will experience low pressure issues.

Alderman Woodall requested that we notify people in the area now. Director Price advised they would get something out.

Another issue is the pump station on Ewing Drive needing repair. Repairs are under contract and will be making repairs soon.

IT Media Manager, Cedric Gregory reminded everyone to sign up on the City website for updates through your email or texting, on water flow changes, road blocks, and many other city issues.

Adjournment

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

Motion passed by voice vote to **adjourn at 5:55 PM.**

Mike Callis, Mayor

Tracy Kizer, City Recorder

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.
<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
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<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
<i>Address</i>		
<i>Print Name</i>		
<i>Address</i>		

The Following Is To Be Filled Out By The Presiding Meeting Clerk

Board/Committee [Work Study for City Council](#) Meeting Date: **4:00 PM November 3, 2025** Page Number: 1_of ____

BUSINESS OFFICE MONTHLY REPORT

OCTOBER 2025

Total Payments Received	9,605	\$2,637,213
Utility Bills Processed	10,394	\$1,590,671
Total Service Orders Processed	231	

Total Customers by Service	
Water	8499
Sewer	4779
Gas	5347
Sanitation	4921
Stormwater	5177

New Service Connect/Disconnect	
Water Disconnected	126
Water Connected	73
Gas Disconnected	38
Gas Connected	37

Taps Sold Oct 2025		Taps Sold YTD 2025	
Gas	4	Gas	56
Water	16	Water	179
Sewer	15	Sewer	124

Leak Adjustments Processed	28
Pool Adjustments Processed	9

Property Taxes Processed	
Bills Processed	397
Amount Received	\$432,755
Property Taxes Collected YTD	
2022	99.5%
2023	99.4%
2024	97.6%
2025	5.9%
Tax Relief	
New & Existing Applicants YTD	7
Submitted to State Oct 2025	32
Payment Approved Oct 2025	18

Municipal Court Findings	
Citations Suspended	2
Citations Dismissed	26
Defendants Found Guilty	163
Defendants Given Traffic Class	39

Business Licenses	
Active Licenses	667
New Licenses	21
Renewed Licenses	8
Active Food Vendors	24

Building Codes - OCTOBER - 2025 Report

Permit Type	Monthly Permits Issued	Amount	YTD Permits Issued
Residential Building	3	\$3,711.47	84
Commercial	2	\$11,905.62	8
Industrial	3	\$11,596.68	17
Plan Review	12	\$11,517.81	142
Stand Alone Building	5	\$3,000.41	31
Fire Alarm/Fire Sprinkler	2	\$1,166.00	8
Plumbing	13	\$2,307.10	92
Mechanical	10	\$1,504.60	112
Use & Occupancy	2	\$150.00	6
Swimming Pool	1	\$85.00	12
Demolition	1	\$140.00	8
Fire Works	0	\$0.00	7
Moving	1	\$100.00	1
Total	55	\$47,184.69	528

Impact Fees Collected - OCTOBER - 2025

Parks	\$4,649.25
Police	\$4,425.66
Fire	\$7,185.54
Total	\$16,260.45

General Fund - YTD Totals

\$627,078.03

General Fund - Fiscal YTD

\$199,970.34

Impact Fees - YTD

Parks - \$68,801.25

Police - \$76,769.48

Fire - \$212,419.43

Impact Fees - Fiscal YTD

\$36,092.25

\$29,460.41

\$71,643.43

OCTOBER - Inspections

Commercial	14
Residential	141
Industrial	17
Totals	172

Inspections - Totals YTD

Commercial	270
Residential	962
Industrial	101
Totals	1333

Economic Development

2025 October Report

Commercial

Developer Meetings 6

Outreach calls 4

Retail Calls 2

Retail Coach update

Zaxby's Meeting

Industrial IDB

Robertson County IDB Meeting

Monthly State Update ECD Call

Meeting with Shoals PILOT

Prospect calls 4

CSX Meeting with Prospect

IDB Meeting 1

Industrial Onsite Meeting

MISC

Legislative Breakfast

TVA Economic Developer Meeting

Board Meetings Chamber, OHCU

TVA Calls

Calls with ECD State 2

City Council meetings 1

ICSC Retail Conference Atlanta

Tennessee Economic Developer Conference

Community

United Way Golf Volunteer

Education Foundation Board Meeting



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

As of October 31, 2025
 Fiscal Year has elapsed - 34%

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$605,155

	10/31/2025	Board Passed	
		Budget	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	1,538,295	11,237,000	13.7%
Planning & Codes	231,017	757,500	30.5%
Intergovernmental	552,618	2,413,000	22.9%
Miscellaneous	182,745	406,400	45.0%
Court	142,951	180,500	79.2%
Other Revenues	216,651	302,500	71.6%
Transfer In - Other Fin Source	0	10,000	0.0%
Grants & Special Projects	320,339	2,853,600	11.2%
TOTAL	3,184,616	18,160,500	17.5%
Expense			
General Government	668,583	2,755,730	24.3%
Administrative & Mayor	127,505	395,499	32.2%
Human Resources	39,711	130,364	30.5%
Planning & Zoning	101,415	271,045	37.4%
Codes	90,265	250,990	36.0%
Court	30,006	105,213	28.5%
Police	1,648,737	4,449,443	37.1%
Fire	1,067,792	5,114,162	20.9%
Streets & Highways	335,764	1,308,234	25.7%
City Garage	75,290	210,829	35.7%
State Street Aid	0	475,000	0.0%
Animal Control	52,296	112,596	46.4%
Grants & Special Projects	1,033,894	5,753,850	18.0%
Golf Course	205,309	643,236	31.9%
Parks & Recreation	388,169	1,072,532	36.2%
Community Development	67,464	266,888	25.3%
TOTAL	5,932,200	23,315,611	25.4%

WATER & SEWER		Board Passed		
		10/31/2025	Budget	% of Budget
Revenue				
	Revenue	5,156,859	12,135,500	42.5%
	TOTAL	5,156,859	12,135,500	42.5%
Expense				
	Water Plant	593,839	1,864,954	31.8%
	Water Distribution System	1,081,435	3,847,916	28.1%
	Grants & Projects	210,106	1,855,000	11.3%
	Sewer Collection	1,008,164	3,195,960	31.5%
	Sewer Plant	811,144	2,808,764	28.9%
	Business Office	165,708	497,109	33.3%
	Utility Administration	233,164	923,968	25.2%
	TOTAL w/ Projects	4,103,560	14,993,671	27.4%
NATURAL GAS FUND				
	Revenue	1,019,169	6,265,000	16.3%
	Expense	1,475,331	8,083,893	18.3%
AIRPORT FUND				
	Revenue	\$209,046	\$454,500	46.0%
	Expense	\$199,897	\$450,889	44.3%
DRUG FUND				
	Revenue	\$1,859	\$4,000	46.5%
	Expense	\$0	\$13,000	0.0%
STORMWATER				
	Revenue	\$434,396	\$1,176,500	36.9%
	Expense	\$343,603	\$1,129,821	30.4%
SOLID WASTE				
	Revenue	\$535,360	\$1,480,603	36.2%
	Expense	\$803,733	\$1,874,429	42.9%

		Board Passed		
		10/31/2025	Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	36,092	20,000	180.5%
	Police	29,460	15,000	196.4%
	Fire	71,966	7,500	959.6%
	Interest	7,873	10,000	78.7%
	TOTAL	\$145,392	\$52,500	276.9%
Expense				
	Parks	6,104	33,500	18.2%
	Police	12,470	75,000	16.6%
	Fire	0	75,000	0.0%
	TOTAL	\$18,574	\$183,500	10.1%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$151,897	\$991,627	15.3%
Expense		\$151,897	\$991,627	15.3%

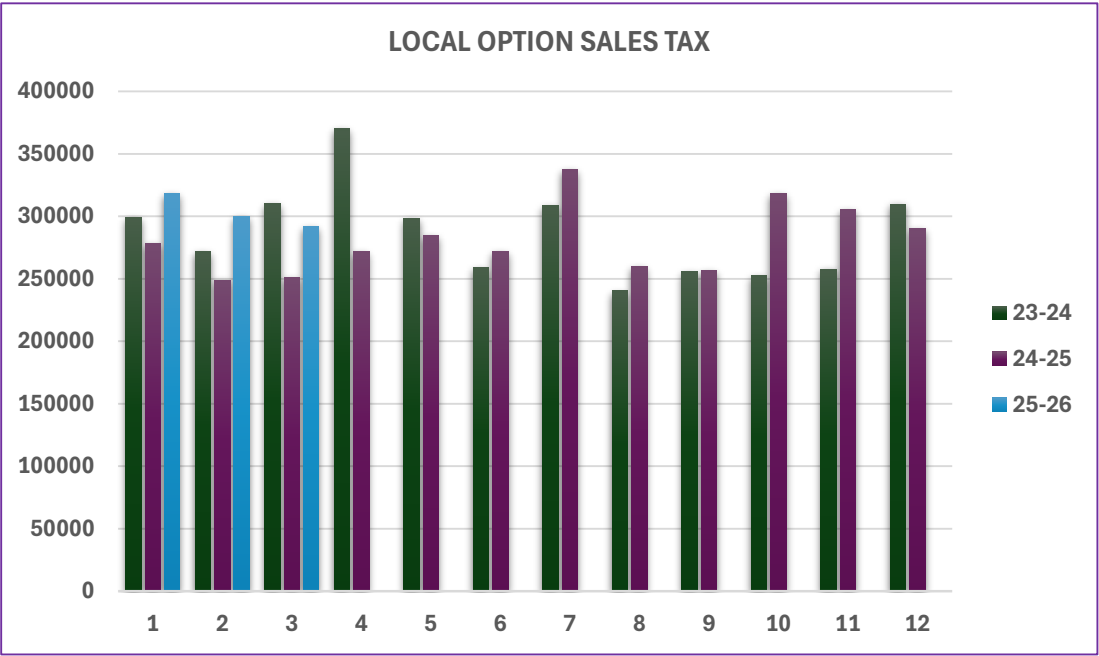
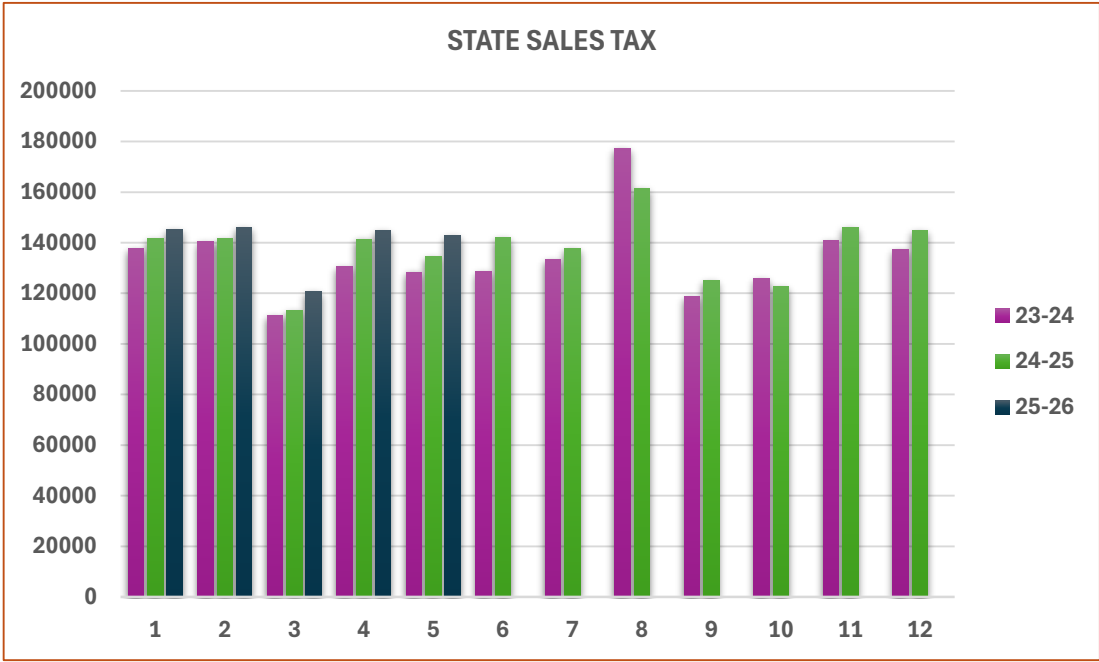
Rachel Slusser, CMFO

CAPITAL OUTLAY

		Status
Police	Police Cars X 2	✓
Public Works	Mini Ex	
As of July 31, 2025	Golf Sign	Ordered
	Mowers X 2	✓
	Camera System	
	ATV Golf	
	Amphitheater Painting	
	Pickleball Courts	
Sanitation	Sanitation Truck	✓
Sewer Collection	Jet Vac Truck	✓
	Camera Van	✓
Gas	Leak Detectors	

PROJECTS

Comprehensive Plan	Complete
Police Bldg Remodel	Contract complete - To do: Brick and sign
Irrigation - Golf Course	Complete
Splash Pad	In progress
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
Sidewalks	On going
Gym Remodel	In design
Rewrite Subdivision Rules & Regs	
Demase Sewer	
Richland Park Sewer	
TGT Gas line replace	



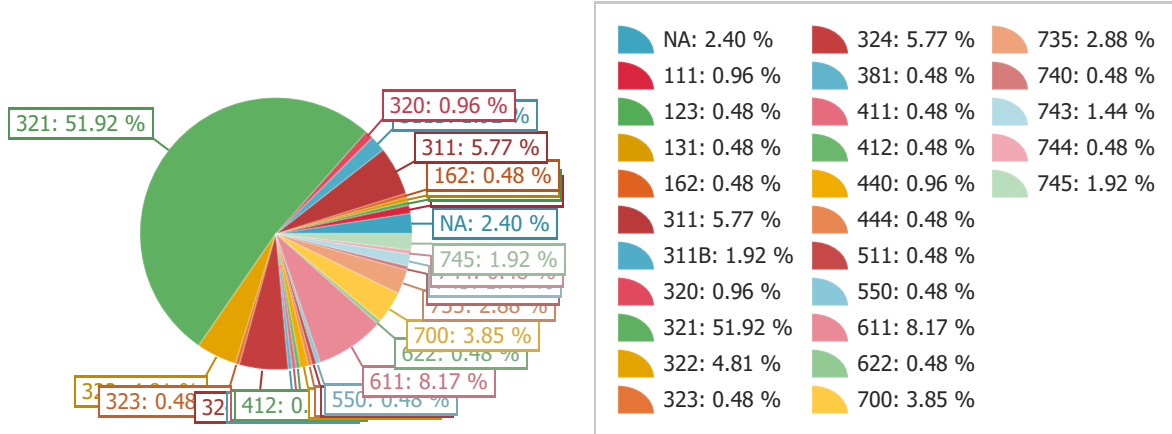


Portland Fire Department

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



Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
INCIDENT TYPE was NOT specified	5	2.40%
111 - Building fire	2	0.96%
123 - Fire in portable building, fixed location	1	0.48%
131 - Passenger vehicle fire	1	0.48%
162 - Outside equipment fire	1	0.48%
311 - Medical assist, assist EMS crew	12	5.77%
311B - Public Assist	4	1.92%
320 - Emergency medical service incident, other	2	0.96%
321 - EMS call, excluding vehicle accident with injury	108	51.92%
322 - Motor vehicle accident with injuries	10	4.81%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.48%
324 - Motor vehicle accident with no injuries.	12	5.77%
381 - Rescue or EMS standby	1	0.48%
411 - Gasoline or other flammable liquid spill	1	0.48%
412 - Gas leak (natural gas or LPG)	1	0.48%
440 - Electrical wiring/equipment problem, other	2	0.96%
444 - Power line down	1	0.48%

Incident Type	Total Incidents	Percent
511 - Lock-out	1	0.48%
550 - Public service assistance, other	1	0.48%
611 - Dispatched & canceled en route	17	8.17%
622 - No incident found on arrival at dispatch address	1	0.48%
700 - False alarm or false call, other	8	3.85%
735 - Alarm system sounded due to malfunction	6	2.88%
740 - Unintentional transmission of alarm, other	1	0.48%
743 - Smoke detector activation, no fire - unintentional	3	1.44%
744 - Detector activation, no fire - unintentional	1	0.48%
745 - Alarm system activation, no fire - unintentional	4	1.92%

Total Number of Incidents: 208

Total Number of Incident Types: 27

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '10/1/2025 12:00:00 AM' and '10/31/2025 11:59:59 PM'



CITY OF PORTLAND GRANT INFORMATION

GRANT NAME	CONTRACT AMOUNT	CITY MATCH	PHASE
DT RAIL CROSSING E MARKET STREET	\$ 477,823.00	5%	CLOSE OUT PROCESS
DT RAIL CROSSING E MCGLOTHLIN STREET	\$ 376,488.00	5%	CLOSE OUT PROCESS
DT RAIL CROSSING MAIN STREET	\$ 532,352.00	5%	CLOSE OUT PROCESS
VW DIESEL LARGE TRUCK	\$ 98,437.50	25%	REPORTING
VW DIESEL MED TRUCK	\$ 289,339.53	25%	REPORTING
PORTLAND 2023 LPRF (SPLASH PAD)	\$ 3,173,600.00	50%	CONSTRUCTION
INTERCHANGE LIGHTING I65 EX121	\$ 1,775,280.00	0%	CONSTRUCTION
ATP COLLEGE STREET SIDEWALKS	\$ 1,139,215.00	20%	NEPA
TDOT BYPASS NORTH LOOP			REIMBURSMENTS REQUEST HAVE BEEN SUBMITTED
TDOT BYPASS SOUTH LOOP			REIMBURSMENTS REQUEST HAVE BEEN SUBMITTED
KIRBY ROAD PAVING	\$ 771,404.00	20%	DESIGN
SR109 CMAQ	\$ 762,662.50	0%	DESIGN
SOUTH APRON EXPANSION	\$ 158,500.00	5%	DESIGN
DGA- UPGRADE PORTALND MUNICIPAL	\$ 2,000,000.00	0%	LAND PURCHASED
AIRPORT LAND AQUISITIONS	\$ 280,700.00	5%	LAND AQUISION METHOD 1
FY24 AIRPORT MAINTENANCE	\$ 15,000.00	0%	RECEIVED
AIRPORT LAYOUT PLAN UPDATE	\$ 326,900.00	0%	PLANNING
POLICE THSO HVE	\$ 10,000.00	0%	AWARDED 10/1/25-9/30/26
POLICE VCIF	\$ 121,761.00	0%	COMPLETE CLOSE OUT RECEIVED
POLICE TLETA	\$ 200,000.00	0%	IN PROCESS
WATER RESOURCE PROTECTION	\$ 4,250,000.00	0%	N/A
REGIONAL WATER LINE PROJECT	\$ 40,000,000.00	0%	CONSTRUCTION
TENNESSEE ART GRANT UP TO \$5,000	\$ 5,000.00	0%	DENIED
T-MOBILE HOMETOWN GRANT UP TO 50,000	\$ 50,000.00	0%	DENIED MORE APPLICANTS THAN INTENDED ENCOURAGED TO APPLY AGAIN
BCBS HEALTHY PLACES (PARKS)	\$ 800,000.00	0%	APPLICATION SUBMITTED 8/29/25 NOTIFICATION IF AWARDED RECIEVED BY THE END OF YEAR
250 AMERICA CELEBRATION PROJECT SUPPORT GRANT	\$ 20,000.00	0%	APPLICATION SUBMITTED 9/10/25 Denied 11/5/25
250 AMERICA CELEBRATION COMMUNITY SUPPORT GRANT	\$ 25,000.00	0%	APPLICATION SUBMITTED 9/10/25 Denied 11/5/25
MUSEUM GRANT	\$ 20,000.00	0%	DID NOT APPLY INFO WAS NOT RECEIVED BEFORE DEADLINE
WARNING SIRENS	\$ 400,000.00	0%	DENIED MORE APPLICANTS THAN INTENDED ENCOURAGED TO APPLY AGAIN
TMOBILE HOME TOWN GRANT	\$ 39,353.93	0%	APPLICATION FOR 4TH QUATER SUBMITTED 11/3/25
TENNESSEE SOUNDS PERFECT	UNKNOWN	0	APPLICATION 11/3/25 NOTIFICATION WILL BE 12/1/25
FEMA Staffing For Adequate Fire and Emergency Response (SAFER)	UNKNOWN	UNKNOWN	SUBMITTED 7/1/25 PENDING
FEMA Fire Prevention and Safety (FP&S)	UNKNOWN	UNKNOWN	SUBMITTED 7/1/25 PENDING
PE Partners Judy Housley Safety Partners Grant	UNKNOWN	UNKNOWN	SUBMITTED 8/13/25 PENDING
FM Fire Service Grant	UNKNOWN	UNKNOWN	SUBMITTED 9/2/25 PENDING
PE Partners James L. Richardson Driver Training Grant	UNKNOWN	UNKNOWN	SUBMITTED 10/23/25 PENDING

Human Resources Monthly Report October 2025

New Hire Orientations	Oct	YTD
Full-Time	5	41
Re-Hires	1	3
Part-Time	0	5
Retirements	0	2
Severances		
• Voluntary	3	30
• Involuntary	2	3
Workers Comp Claims	1	12
Current open positions	10	

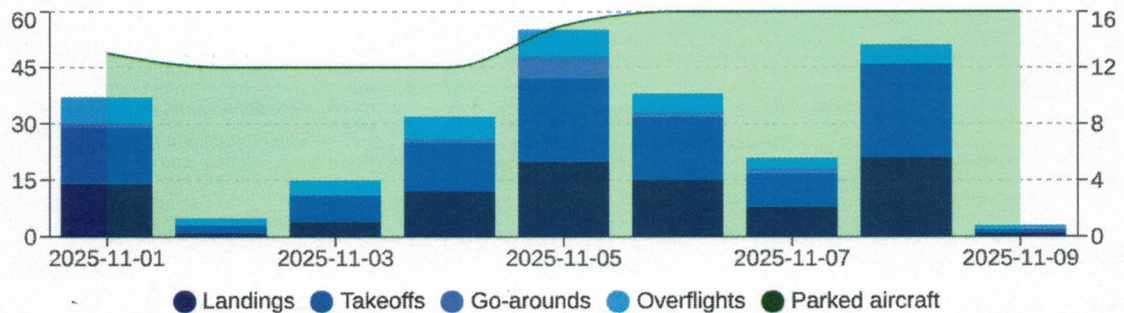


Douglas Hunter Field | Runway Operations Report

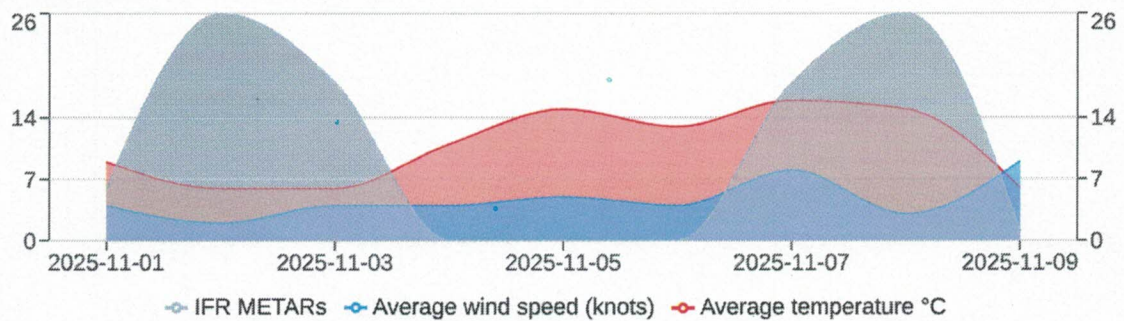
Report Date Range: 10/2025
Report creation date: 11/10/2025 08:02
Generated by: dhunter@cityofportlandtn.gov

Total Operations	Landings	Takeoffs	Go-Arounds	Overflights
257	96	111	10	40

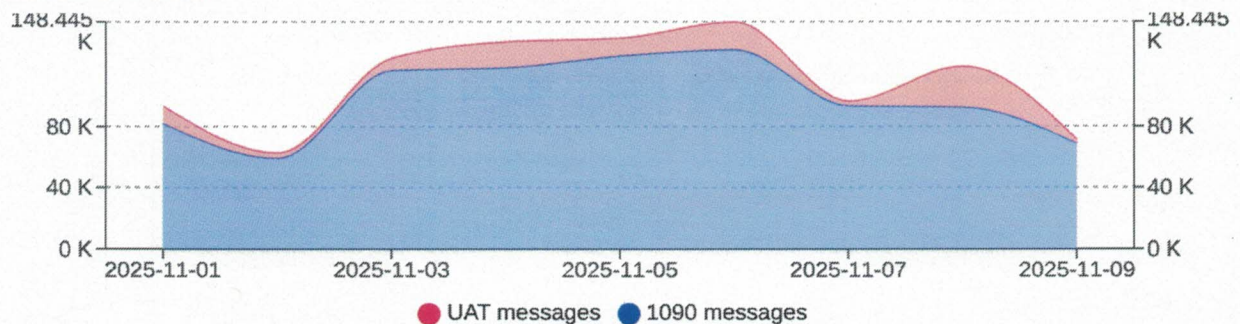
Operations by Day



Weather Conditions



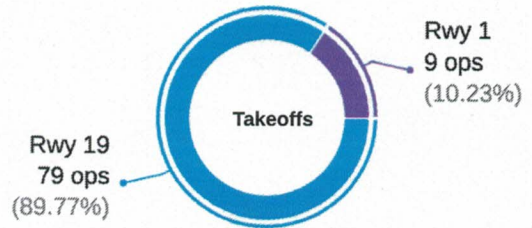
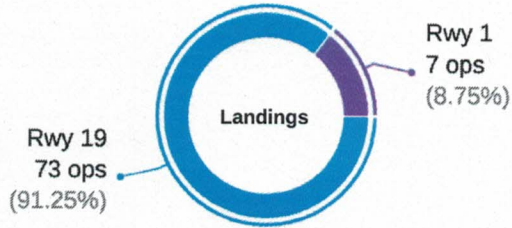
Receiver health



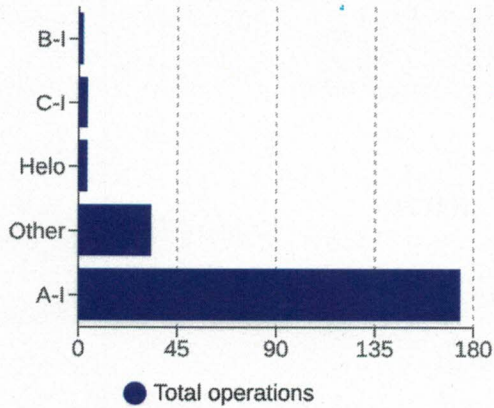
Douglas Hunter Field | Runway Operations Report

Report Date Range: 10/2025

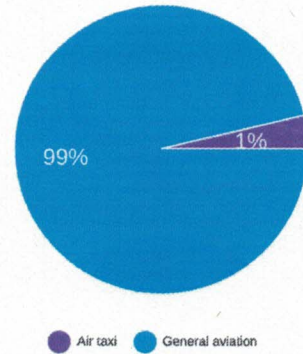
Operations by Runway



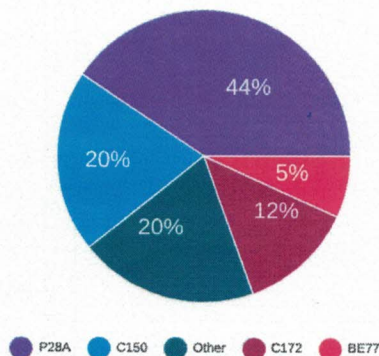
Operations by Category



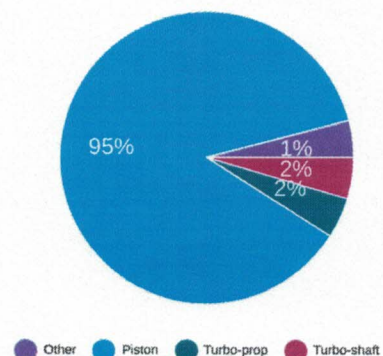
Operations by Type



Top Aircraft Types



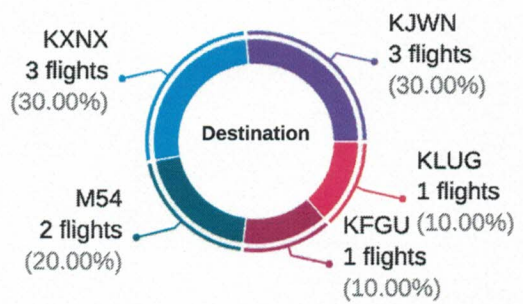
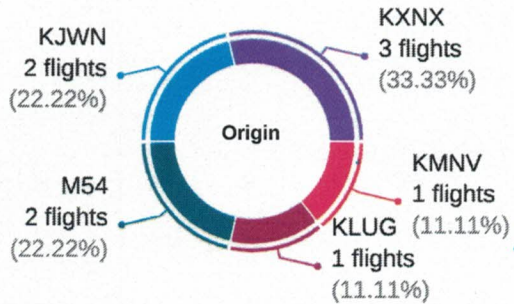
Operations by Engine Type



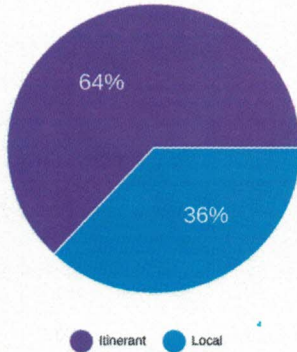
Douglas Hunter Field | Runway Operations Report

Report Date Range: 10/2025

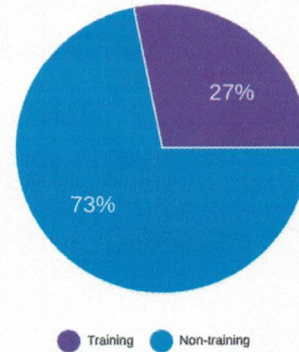
Top Airports



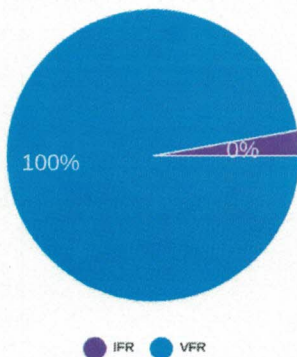
Local vs Itinerant Flights



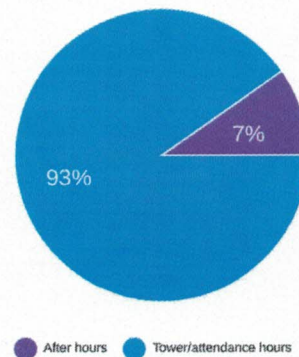
Training Operations



IFR vs VFR Flights



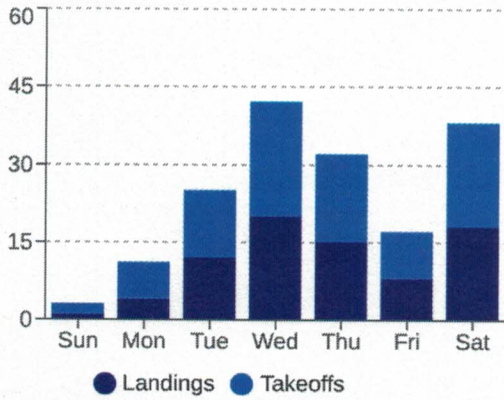
After Hours Operations



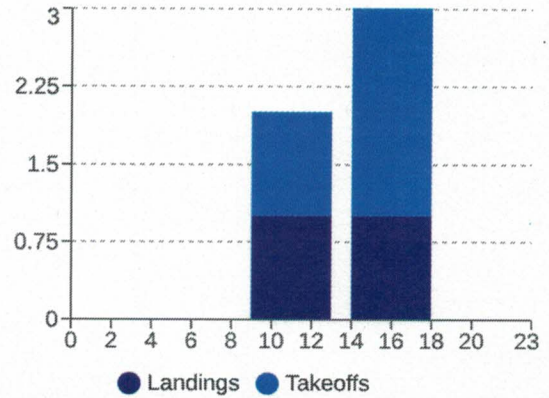
Douglas Hunter Field | Runway Operations Report

Report Date Range: 10/2025

Operations by Day of Week

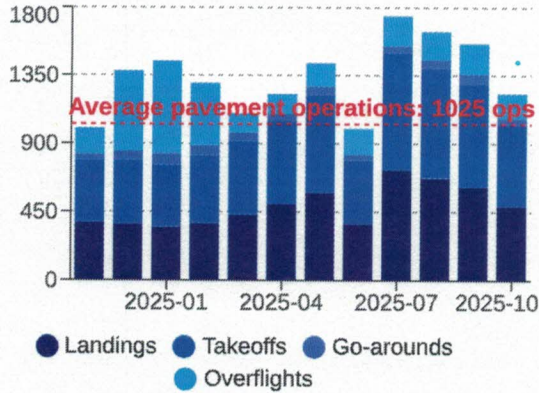


Operations by Hour



Historical Data

Landings and Takeoff By Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2025-04-16 (W)	158	17
2	2025-07-11 (F)	137	17
3	2024-11-16 (S)	123	18
4	2025-04-22 (T)	121	18
5	2023-04-11 (T)	105	13
6	2023-09-13 (W)	103	15
7	2024-09-11 (W)	101	18
8	2025-05-29 (T)	100	8
9	2025-07-09 (W)	99	5
10	2024-10-10 (T)	98	16

Fuel Report for Oct 2025

Sales Summarized by Product

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

Created on (UTC):

Terminal: M4000-4001275

Start Date: 10/1/2025

End Date: 10/31/2025

Name	Total Amount	Total Units	Total Count
100 LL	\$13654.88	2905.300	122
Jet A	\$6312.40	1468.000	15

Running Totals

Number of Sales: 137

Sale Total: \$19967.28

Units Total: 4373.300



Monthly Report / August/October 2025
Jamie White, Parks Director
Tammy Groves, Assistant Parks Director
Trent Stephens, Park Maintenance Supervisor
Marty Bullington, Golf Course Manager

Civic Clubs

Portland Youth Football League	Fall Season
Portland Soccer Club	Fall Season
Portland Baseball and Softball	Fall Season

Parks and Recreation Programs and Events

Richland Gym: Lose Design is engineering design for restroom project.

Splashpad: Construction has begun.

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.

The 52nd Harvest Craft Show will be held on the second Saturday in November in Richland Gym from 8 am to 4 pm.

Trick or Treat in the Park was held on Friday October 31st in Richland Gym. This was the second year it was held in Richland Gym, and the results were fantastic. In 2026 Treat or Treat will be held in Richland Gym. A special thanks to all the local groups that set up at the event.

Breast Cancer awareness walk was held on Saturday October 18th at Richland Park.

Chamber of Commerce held their Golf Tournament on Thursday October 23rd at Dogwood Hills.

Parks Department hosted Leadership Portland on Friday October 24th.

City of Portland Chili Cook Off was held in Richland Gym on Friday October 24th.

Visit with Santa is set for Saturday December 13th at Richland Gym from 10 am to 12 noon.

Christmas for Kids Wrestling event is set for Saturday night on December 13th at Richland Gym.

Dorman held their annual softball tournament at Richland Park on Saturday October 18th.



October 2025 Sales Report

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Daily Rounds	1,020	\$28,040.00
Cart Rentals	117	\$870.00
Concessions	787	\$1,510.00
Pro Shop	173	\$4,023.60
Total:		\$34,443.60

October 2024 Sales Report

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



Planning Department October Monthly Report

Item	October	Year To Date
Calls To/From Planning Department	282	2711
Number of Developer Meetings	16	112
Number of Complaints / Violations	1	7
Number of Walk-ins	7	57
Number of IDT Submissions	23	165
Number of Other Meetings	10	44
Number of Projects Invoiced	9	69
BZA Board Members Present	0	-
BZA Agenda	1	10
BZA Minutes	0	1
Number of Items on Agenda BZA	0	1
Planning Commission Agenda	1	10
Planning Commission Minutes	1	10
Planning Commission Board Members Present	8	-
Number of Items on Agenda Planning Commission	3	52
Open Records for Planning Department	3	17
Active Letters of Credit	-	23
Emails	787	5669
File Archiving/Scanning	1	10
Plat Certifications Intake & Pickup	5	40
Planning Commission Packets	9	72
Trip to Court House for Annexations	0	1
In House Reviews	1	5
Food Trucks	2	25

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

10/1/2025 TO 10/31/2025

CID ACTIVITY					
Cases Assigned	6	Interviews Conducted	27	Asset Forfeitures	0
Cases Inactive	1	Monitored Interviews	0	DCS/AOA	0
Cases Cleared	5	Search Warrants	7	Knock and Talk	3
Call outs	0	Judicial Subpoenas	5	Assist Patrol Units	1
Grand Jury Cases	1	General Sessions Cases	1	Forensic Interviews	0
Grand Jury Hours	2	General Sessions Hours	3	Fire Investigations	0
Juv Court Cases	0	Criminal Court Cases	1	CVSA Performed	0
Juv Court Hours	0	Criminal Court Hours	3	Sex offenders reg	2

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	22	Government	2
E-mails	55	Public Housing	0
Grand Jury & DA Copies	0	Local	0
Arrest Reports	57	Incident Reports	175
Written Warnings	90	City Citations	188

ANIMAL CONTROL ACTIVITY					
Service calls	25	Sent to SCSO	13	Total Animals	20
Follow-ups	0	Assists	10	Reports	2
Talk to Officer calls	9	Cite	0	Verbal Warnings	2
Written Warnings	0	Welfare Complaints	0	Noise Complaints	0
Total Dogs	1	Total Cats	5	Total Livestock	0
Total Wildlife	1	Total Reptiles	0		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	3	RESOLVED BY CONTACT/PHONE	1
NON-COMPLIANCE LETTERS	3	CITY COURTS DATES	2
NEW GRASS/RUBISH COMP	3	CITY HALL BANK ESCORTS	20
RE-INSPECTIONS	2	MAIL DELIVERY	21
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	19
FOLLOW-UP PARKING COMP	1	ARRESTS	1
VEHICLES (NON-COMP)	1	REPORTS	0
WORK ORDERS	1	CITATIONS	1
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	0	Civil Warrants	1

CALLS FOR SERVICE					
TOTAL MONTHLY CALLS= 1,982					
911 HANG UP	14	DRUG INVESTIGATION	7	RIOT	0
911 MISDIAL	16	ESCORT	10	ROBBERY	0
911 MISDIRECT	0	EVADING	1	RUNAWAY	1
911 OPEN LINE	27	EXPARTE SERVICE	0	SCAM	3
ABANDONED VEHICLE	3	EXTRA PATROL	9	SCHOOL CHECK	13
ABUSE INVESTIGATION	0	FIELD INTERVIEW	0	SCHOOL ZONE	62
ACCIDENT INJURY	20	FIGHT	1	SEX OFFENDER REGISTRATION/VIOLATION	0
ACCIDENT INJURY HIT/RUN	1	FIREARM DENIAL	0	SEXUAL ASSAULT	3
ACCIDENT PROPERTY	48	FIREWORKS	0	SHOOTING	0
ACCIDENT PROPERTY HIT/RUN	3	FOLLOW-UP	19	SHOPLIFTING	2
ACCIDENT SERIOUS INCIDENT	5	FORGERY	0	SHOTS FIRED OR HEARD	2
ACTIVE SHOOTER	0	FRAUD	2	SOLICITOR	1
ADMIN INVESTIGATION	0	HANGING	0	SPECIAL ASSIGNMENT	9
AIRCRAFT EMERGENCY	0	HARASSEMENT	2	SPECIAL ASSIGNMENT COMMUNITY	2
ALARM	38	HOSTAGE SITUATION	0	STABBING	0
ALARM HOLD UP/PANIC	3	HOTEL CHECK	0	STALKING	0
ALARM RESIDENTIAL PANIC	2	ILLEGAL DUMPING	0	STOLEN VEHICILE	0
ALARM TEST	0	INDENCENT EXPOSURE	0	SUBDIVISION CHECK	0
ANIMAL CALL	49	INVESTIGATION	3	SUBJECT CHECK	27
APARTMENT CHECK	22	JUVENILE	11	SUICIDAL SUBJECT	13
ARMED SUBJECT	0	JUVENILE TRANSPORT	0	SUSPICIOUS INCIDENT	44
ARSON	0	KIDNAPPING	0	SUSPICIOUS PERSON	15
ASSAULT	4	KNOCK AND TALK	4	SUSPICIOUS VEHICLE	10
ASSIST CITIZEN	30	LAKE CHECK	2	TALK TO OFFICER	161
ASSIST EMS	3	LOCKOUT	2	TEST CALL	0
ASSIST FIRE	2	LOCKOUT URGENT	1	TEST CALL ALL AGENCIES	0
ASSIST OTHER AGENCY	0	LOST/FOUND PROPERTY	9	THEFT	3
ATTEMPT TO LOCATE	10	LPR HIT	1	THREATS	4
BARRICADED SUBJECT	0	MENTAL STATUS ALT.	1	TRAFFIC COMPLAINT	2
BLUE TEAM REPORT	0	MISC. MATTER OF RECORD	4	TRAFFIC ENFORCEMENT	6
BOLO	1	MISSING ADULT	3	TRAFFIC HAZARD	11
BOMB THREAT	0	MISSING JUVENILE	3	TRAFFIC STOP	934
BURGLARY	2	NOISE COMPLAINT	6	TRAIN DERAILMENT	0
BUSINESS CHECK	47	OPEN DOOR	1	TRESPASS	7
CAR SEAT CHECK	1	OVERDOSE	2	TROUBLE @ PD	0
CHECKPOINT	0	PARK CHECK	29	UNAUTHORIZED USE OF VEHICLE	1
CITY CALL OUT	0	PARKING COMPLAINT	3	UNKNOWN SITUATION	1
CIVIL MATTER	10	PHONE MESSAGE	0	VANDALISM	0
CODE 99-OFFICER IN TROUBLE	0	PRISONER ESCAPE	0	VEHICLE BURGLARY	2
CODES	2	PRISONER TRANSPORT	0	VEHICLE CHECK	21
DAMAGE TO PROPERTY	2	PRIVATE PROPERTY TOW	0	VIOLATION CORRECTION VERIFY	24
DEATH INVESTIGATION	1	PROSTITUTION	0	VIO OF ORDER OF PROTECTION	1
DELIVER MESSAGE	0	PROWLER	0	WARRANT CIVIL	2
DISORDERLY CONDUCT	1	P.I.	1	WARRANT CRIMINAL	2
DISTURBANCE	13	RADIO COMMUNICATION	0	WEATHER RELATED ISSUE	0
DOMESTIC	17	RECKLESS DRIVER	13	WELFARE CHECK	12
DRILL	1	REFERRAL	0	GANG ACTIVITY	0
DUI	2	REPO	0	GAS DRIVE OFF	0
ANIMAL BITE	0	CARDIAC ARREST	2	GAS LEAK	0
APS/ DCS REFFERAL	1	CHOKING	0	GRASS/WOODS FIRE	0
COMMERICAL FIRE	2	RESIDENTIAL FIRE	0	VEHICLE FIRE	0
COMMERCIAL FIRE ALARM	2	LINE DOWN	1	SYNCOPE/ UNRESPONSIVE	7

YTD Total Calls for Service	22,279
YTD Total Written Warnings	1,114
YTD Total Speeding Citations	967
YTD Total all other city citations	832
YTD Commercial vehicle enforcements	171

YTD Total Arrest	451
Total Fuel per Gallons	4421.05

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	



Date: 11/20/2025

Stormwater Management Monthly Report- October 2025

TNSA Conference

Jacob Robertson and Shemar Rippy attended the annual TNSA Conference on October 21st -23rd in Chattanooga. It was a great week of learning and networking with other MS4s and vendors. The theme of the whole conference was "Prepare Today, Protect Tomorrow". There were over 275 conference attendees from all over the state.

Illicit Discharge Detection and Elimination

There were a few verbal warnings for track out given at construction sites in the month of October. The stormwater department also handled a complaint about a local restaurant dumping grease on the ground near a storm ditch. The issue was resolved within 24 hours after the owners were educated on how to clean it up and why to clean it up.

Construction Site Runoff Control

Pre-Con/Pre-App Meetings: 15

LDPs issued: 15

CGP Inspections: 17

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 received: 0

LTMA Inspections Received: 0



CITY OF PORTLAND

Public Works

Stormwater Field Crew

Council Report Submitted by
David Harris

Submitted for the November meeting
October 2025 report

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:

- Canal at Nikita and Sharon Dr. Remove Trees and Settlement from Sharon to Nikita Dr.
- Collage St. Ditch Clean out both sides of Clubbs Rd. going down
- 114 Haynes Rd. Cut a swell down the driveway side of property
- Carrie Mae Circle Redig swell and seed and straw at end of Street.
- 857 Collage St. Added dirt back around catch basin in front yard.



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

Submitted for October 2025 Meeting.
September-October 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, mow water ways, 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
- Painted parking lots down town, 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
- installed benches and new mulch downtown
- Shut roadways down for high water/ water over the road during flood event.
- worked to install gravel in new PD parking.
- Remove dead animals from the roadways.
- Attend meetings and trainings
- Striped city paring lot D
- Completed numerous Work orders.

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 October 2025 meeting

Oct. 2025

Rapid Fueling Company	Regular	Diesel	Cost
Airport	0.00		0.00
City Hall	12.11		26.39
Mechanic Shop	30.34		57.00
Gas	786.66	213.32	2,062.45
Mayor	18.96		47.37
Meter Readers	154.58		300.54
Parks	568.75	42.40	1,207.77
Planning	61.87		119.65
Sanitation	66.92	1,854.35	4,735.79
Sewer Colleciton	525.09	255.84	1,703.45
Stormwater	474.55	243.42	1,506.63
Street	378.678	156.64	1,116.72
Water Dist	1,032.16	257.65	2,639.14
WTP	119.30	56.22	374.27
WWTP	125.11		245.48
Total Gallons	4,355.07	3,079.83	16,142.65
Total cost			

WEX fuel System			Cost
Police Dept	4,421.05		9,604.07
Fire Dept	147.00	639.34	2,046.74
			11,650.81

WEX Fuel System	\$11,650.81
Rapid Fueling Co.	\$16,142.65
Total cost	\$27,793.46



CITY OF PORTLAND

Public Works

Sanitation Dept

Council Report Submitted by
Martin Weekley

Submitted for the Oct 2025 meeting
October 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

October-2025				
	Sumner Co. Resource Authority (Dump)		Volunteer Recycling Center (Haul)	
	City of Portland	Volunteer Recycling	City of Portland	Other(Cares)
# of Loads	52	23	26	2
Tonnage	479.77	54.70		
Per cost	\$60.00	\$60.00	\$275.00	\$137.50
Amount	\$28,786.20	\$3,282.00	\$7,150.00	\$275.00
Total	\$32,069.20		\$7,425.00	
Grand Total	\$39,494.20			

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

October 2025 Monthly Report

2 Council Meetings	October 6 th	20 th	
	4	Council Members present	6
	3	Council Members absent	1
	0	Alcohol Beverage Board	1
	0	Public Hearings	3
	5	Resolutions	6
	6	Ordinances	4

	October	Year-to-date
Work Study Meetings	0	2
Ad-Hoc Meetings –Fees	1	3
Liability Claims	0	6
Property Claims	0	5

SEPTEMBER 2025 Open Records Request - 8

YTD - 94

September 2025 Completed

Name	Information Requested	Status	Response	Date Closed	Time spent	Value	Billed
25-090301 / Jack Bare	Speeding Citation	email sent	Copies to email	2025-09-05	>1 hour	10	0
25-082701 / Madyson Holland	Dash Cam/ Photos/Video/ CAD Report	email sent	Copies to email	2025-09-05	>1 hour	10	0
25-082901 / Kenyardia Sims	106 Hwy 52 Permits/Variances/ Violations	Share Drive	Copies to email	2025-09-12	>1 hour	10	0
25-031701/ Morgan & Morgan-C Labrec (copy)	Police Report and 911 Calls	Deny	Denied - law prohibits	2025-09-16	>1 hour	10	0
25-090501 / Tyler Isenberg	Records, recordings, video to cases listed	email sent	Copies to email	2025-09-12	>1 hour	10	0
25-091602 / Jamie Weekley	Employee file	In Business Office for Pickup	Copies for pick-up	2025-09-17	>1 hour	10	0
25-091601 / Jared Smith	5630(5618) Hwy 31W permits	email sent	Copies to email	2025-09-22	>1 hour	10	0
25-092301 / James Barnes	Building Permit Date	email sent	Copies to email	2025-09-30	>1 hour	10	0



PDU Admin. Work Report October 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 3.813 MGD.

Single Taps

- Water: 5taps
- Sewer: 8taps
- Gas: 5taps

Development Taps

Utility	Original Letter	First Renewal	Second Renewal
Water	40	275	0
Sewer	18	275	0
Gas	0	275	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 85% complete. Started yard piping.
- Competitive ARPA Grant Projects
 - a. Regionalization Project – From Paul Thompson Rd to S Martin Rd is installed. Caney Fork Creek directional drilling has begun.
 - b. Water Resource Protection Grant – WTP and City Lake Improvements – Bid was awarded to Haren Construction Company. Ordinance 25-42 passed 2nd reading on 8/4/2025. Trying to get a withdrawal permit from TDEC.
- 2” Service Line Replacement – 15 out of 17 service lines have been replaced.
- Richland Park Splash Pad - waiting for materials to arrive. Piping to arrive next Monday, manholes are 2 or 3 weeks out.
- Tank Services – Exterior coating is renewed for Caterpillar Tank (next to I-65 at exit 117) and NVR Tank (Veterans Drive)

Private Development

- Twin Lakes – sewer is almost complete, testing remains. Onsite water is 80% complete, exit to Swamp Rd still needs to be installed, and offsite is 25% complete.
- Bracken Estates (Water) - 20% installed, began with wet cut and pipe laying
- Parkside Pointe - Phases 4 and 5 are installed. Water awaiting flushing and sampling has passed the pressure test. The sewer is awaiting vacuum testing of manholes once the binder has been installed. Phase 4 as-builts have been approved.
- Red River and Highland – no change, contractor is working on finding a new directional drill company.
- Gateway 65 (Stateline Commerce) – Onsite water has been installed, awaiting permanent power to the fire line meter. Domestic and irrigation meters have not been set. Waiting on completion of punch list. Sewer – in 30-day settling period. Ends 9/14. Testing required. Offsite water is 90% complete, creating a punch list.
- Bakers Acres Offsite – 80% main has been installed, awaiting testing, services, and as-built.
- Bakers Acres Onsite – Phases 2 and 3 are ready to start.
- 111 Industrial Dr sewer meter – awaiting completion of the punch list.
- Angelcrest – Water – the two 2” services have been installed by the water department, and the trench needs paving. Onsite private water has not begun. Sewer is 5% complete. An incorrect precast manhole was ordered for tie-in to the existing main. Dug for sewer service that needs to be installed.
- Fire Line Meters – none for the month of August



PORTLAND

Department of Utilities

Call 811 Before You Dig!

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

October 2025 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

(8) Service Leaks

(1) 6" Valve Replacement

(1) Fire Hydrant Replacement

(40) New services installed

(3) Service Renewals for LCRI

(3) Service Line Retirements for TDOT Bypass Project

Flushing

Traffic

Cut off Lists

Locates



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

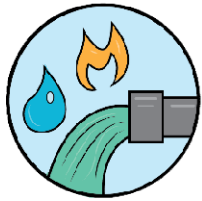
Telephone 615-325-6776 ext.192

Telephone 615-566-7074

Email TSuddarth@cityofportlandtn.gov

Portland WTP Report for Month of October 2025

- Submitted September 2025 DMR via the EPA CDX online portal.
- Submitted September MOR's via certified mail.
- Finished backwash lagoon cleanout on 10/15/25.
- 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 65,959,000 gallons of potable water for distribution to customers.



PORTLAND

Department of Utilities

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Portland, Tennessee

CITY OF PORTLAND

PORTLAND SEWER COLLECTION

JONATHAN HARRISON – SEWER COLLECTION SUPERVISOR

100 SOUTH RUSSELL STREET

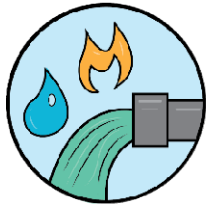
PORTLAND, TENNESSEE 37148

OFFICE: (615) 323-1437

Sewer Collections Monthly Report – (October. 2025)

- 2203– CS Check Stations consisting of 87 pump stations once weekly & 68 the other days.
- 295 - 811 Locates
- 8– SC Service Calls & 3 Caselle service calls.
- 1 - Telemetry alarms repair required after hours.
- 22 Hrs. INI search while raining
- 28 Hrs. - LSM Lift Station Maintenance
- 2 L/S & 1 M/H Cleaned w/ Vac Truck.
- 4 Manhole Repairs.
- 6– LSR Lift Station Repairs.
- 6– YR Yard Repairs & 2 overflows cleaned up
- 61 Loads & Finished - Yearly Lagoon cleanout at the Water Plant.
- CCTV 9 services & 8 mainline sections.
- Jetted 2 mains & spotted 1 FM w/ Hydro Ex.
- 32 Hrs. Helping other departments.
- 2– SLR Service Line Repairs
- 2 New Taps installed
- 4-cleanout repairs w/ boxes and 1 Broken box replacement
- 46 C/O lowered and Boxes Installed as apart of INI reduction.
- 3 Capped taps for Demo.
- 6 SLIN Service line inspection
- 68 Hrs. - Monthly Safety Training & OTJ Training.
- 24 HRS- Shop Work
- 12 HRS- Equipment Maintenance.
- 92 HRS Office Work
- 2 Releases for the month of October 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

Date: 11/17/25

WWTP Monthly Report October 2025

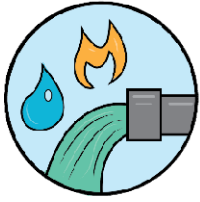
We are currently running all 3 SBR's with good results. Here are our monthly totals.

- Total Influent Flow- 32.22 mgd
 - Total Effluent Flow- 28.34 mgd
 - Peak Influent Flow- 1.58 mgd
 - Peak Effluent Flow- 1.65 mgd
 - Total Rainfall- 4.24"
 - Peak Rainfall- 1.29"
-
- We are continuing to work with Revere on getting the most accurate influent flow meter in place.
 - We are working on getting issues with SBR #2 decanter valve completed. We have valves and Vault is dug out. Working on scheduling, it is a big project. We will have to drain SBR#2 completely.
 - We are working on getting a weighted check valve for SBR #3. Still waiting on Aqua Aerobics.
 - Replaced pump in Digester #2
 - Replaced the two submersible pumps that transfer from Digester #1 to Digester #2.

Regards,

Jennifer Young

Portland TN WRF Chief Operator



PORTLAND

Department of Utilities

Call 811 Before You Dig!
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 – October 2025

- October Gas Usage at each Gate Station (High Tide Data):
 - Robertson Co Station: 3,203.64 MCF
 - TGT: 33,160 MCF
 - Leath: 9,152.51 MCF
- 7 residential gas services installed consisting of 2,795LF of ¾" service line pipe
- 4 abandoned gas services
- Twin Lakes Gas Main Extension -Installed 1800LF of 2" HDPE gas main
- 1 gas service relocation
- 1 service line repair due to excavation damage
- 1 gas main leak repair
- Pothole gas main on College St
- Installed 3 High Tide Pressure Recorders -John Grubb/GPM
- Installed rotary meter at 1254 Vaughn Pkwy
- 8 Yard Repairs
- Repaired cathodic protection coating on gas mains on Portland Blvd and Woods Rd
- Atmospheric Corrosion Inspections on Northeast
- 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

RESOLUTION

City of Portland, Tennessee

No. 25 - 80

A RESOLUTION TO APPROVE THE RECOMMENDATION OF THE PORTLAND INDUSTRIAL DEVELOPMENT BOARD

WHEREAS, It has been determined that certain incentives will promote industry, trade, and commerce within the City of Portland while providing more opportunities for employment; and

WHEREAS, The Board of Directors of The Industrial Development Board of the City of Portland, Tennessee (the "Board") has been duly created and organized pursuant to and in accordance with the provisions of Chapter 53, Title 7 of the Tennessee Code Annotated, as amended (the "Act"), and has met pursuant to proper notice; and

WHEREAS, To induce N&Y Hospitality Inc. and/or its affiliates (collectively referred to herein as the "Developer"), to cause the acquisition of land and construction of a 59-room hotel with restaurant and related facilities (the "Project") located in the City (the "Property"), the Board will acquire the Property, and the Board will lease the Property to the Developer on the terms and conditions set forth in the Lease agreement known as "Attachment A"; and

NOW THEREFORE, BE IT RESOLVED, By the Mayor and City Council of the City of Portland that the Portland Industrial Development Board recommendation be approved.

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

“ATTACHMENT A”

Resolution No. 25-80

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND, TENNESSEE

(a Tennessee public nonprofit corporation)

TO

N&Y HOSPITALITY INC.

(a Tennessee corporation)

LEASE

EFFECTIVE AS OF January 1, 2026

This instrument prepared by:
BASS, BERRY & SIMS PLC
21 Platform Way South, Suite 3500
Nashville, Tennessee 37203

LEASE

This Lease, made, entered into and effective as of January 1, 2026 (the “Effective Date”), by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND, TENNESSEE, a public nonprofit corporation organized and existing under the laws of the State of Tennessee (“Lessor”), and N&Y HOSPITALITY INC., a Tennessee corporation. (“Lessee”).

WITNESSETH:

WHEREAS, Lessor is a public nonprofit corporation and a public instrumentality of the City of Portland, Tennessee, and is authorized under Sections 7-53-101 to 7-53-317, inclusive, Tennessee Code Annotated, as amended (the “Act”), to acquire, whether by purchase, exchange, gift, lease, or otherwise, and to own, lease and dispose of properties for certain purposes identified in the Act; and

WHEREAS, in order to encourage Lessee to acquire, construct and equip an approximately 59-room hotel with restaurant and other related facilities in the City of Portland, Tennessee, thereby furthering the purposes of the Act, Lessor desires to lease to Lessee and Lessee desires to rent from Lessor certain real property and equipment hereinafter more particularly described, on the terms and conditions set forth herein.

NOW, THEREFORE, Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, and Lessee does by these presents hire, lease and rent from Lessor, for the Term (as defined below) and upon the conditions hereinafter stated, the real property described in Exhibit A attached hereto, together with all facilities and improvements now existing or hereafter constructed thereon by Lessee or otherwise and the Equipment (as hereinafter defined);

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations, rights of way and other encumbrances applicable to the real property and equipment to be leased and existing as of the date hereof and any other encumbrance hereafter created by Lessee or by Lessor pursuant to Section 6.03 hereof; and

UNDER AND SUBJECT to the following terms and conditions:

ARTICLE I

Definitions

Section 1.01. Definitions. In addition to the words, terms and phrases elsewhere defined in this Lease, the following words, terms and phrases as used in this Lease shall have the following respective meanings:

“Abatement Period” shall mean, with respect to the payments in lieu of taxes applicable to the Leased Real Property, the seven (7) consecutive Tax Years occurring during the Term commencing with Tax Year 2026 and ending on the date that is seven (7) years thereafter, and with respect to the payments in lieu of taxes applicable to the Equipment, the three (3) consecutive Tax Years occurring during the Term commencing with Tax Year 2026 and ending on the date that is three (3) years thereafter.

“Act” shall mean Tennessee Code Annotated Sections 7-53-101 to 7-53-317, inclusive, as amended.

“Affiliate” shall mean, with respect to Lessee, another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Lessee. For purposes of this definition, “control” means the power to direct the policies of the other entity, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities or interest, by contract, or otherwise.

“Application” shall mean the application for a payment in lieu of ad valorem taxes incentive submitted to Lessor by Lessee.

“Basic Rent” shall mean the amounts described in Section 4.01.

“City” shall mean the City of Portland, Tennessee.

“County” shall mean Sumner County, Tennessee.

"Employees" shall mean full-time employees of Lessee at the Facility and Contract Employees at the Facility.

“Equipment” shall mean the machinery, equipment and other tangible personal property described on Exhibit B attached hereto as from time to time supplemented.

“Facility” shall mean the hotel/restaurant building and related real property improvements to be constructed on the Leased Land by Lessee, as more fully described in the Application.

“Force Majeure” means fires, floods, tornadoes, other casualties, inability to obtain materials, conditions arising from governmental orders, directives or regulations, pandemics, epidemics, war or national emergency, acts of God, delays in governmental permitting or approvals, strikes, lockouts, labor trouble, civil disorder, riots, insurrections, acts of terrorism, accidents, adverse weather conditions, governmental inaction, restrictive governmental law or regulation and any other cause, similar or dissimilar, beyond the applicable party’s control, other than due to a lack of funds. Where this Lease provides that a party’s obligations are subject to Force Majeure, then delay or non-performance on the part of such party will be excused upon the occurrence and during the continuance of such event of Force Majeure. Where this Lease provides that a date or deadline is subject to Force Majeure, then such date or deadline will be extended for a term equal to the time lost by reason of such event of Force Majeure. The party asserting that a Force Majeure has occurred shall promptly give notice of the Force Majeure event and in any event within thirty (30) days of when such event ends.

“Lease” shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more instruments supplemental hereto.

“Leased Land” shall mean the real property described in Exhibit A attached hereto.

“Leased Property” shall mean the Leased Real Property and the Equipment.

“Leased Real Property” shall mean the Leased Land, together with the Facility and other improvements or fixtures constructed or to be constructed on the Leased Land.

“Lessee” shall mean N&Y Hospitality Inc., a Tennessee corporation, and its successor and permitted assigns.

“Lessor” shall mean The Industrial Development Board of the City of Portland, Tennessee, a Tennessee public nonprofit corporation.

“Tax Year” shall mean each annual period beginning on January 1 of each year and ending on December 31 of each year.

“Term” shall mean the term described in Article III.

ARTICLE II

Representations and Warranties of Lessor and Lessee

Section 2.01. Representations and Warranties of Lessor.

Lessor makes the following representations and warranties to induce Lessee to enter into this Lease:

(a) Lessor is a public corporation and governmental instrumentality of the State of Tennessee, is duly incorporated, validly existing and in good standing under the laws of the State of Tennessee;

(b) Lessor is validly organized pursuant to the provisions of the Act;

(c) Lessor is authorized and empowered by the provisions of the Act, and has all requisite corporate power and authority to execute and deliver and perform its obligations under this Lease;

(d) no consents of any third parties are required nor are any regulatory filings required to be made in order for Lessor to execute this Lease and consummate the transactions herein, except for a delegation resolution from the City (which resolution has been obtained);

(e) this Lease has been duly authorized, executed and delivered on behalf of Lessor and constitutes a legal, valid and binding obligation of Lessor enforceable in accordance with its terms subject to bankruptcy and other creditors’ rights laws and principles of equity; and

(f) the execution, delivery and performance by Lessor of this Lease will not contravene or constitute a default under any provision of applicable law or regulation, the articles of organization or bylaws of Lessor or of any contract, agreement, judgment, order, decree, rule, regulation or other instrument binding on Lessor.

Section 2.02 Representations and Warranties of Lessee.

Lessee makes the following representations and warranties to induce Lessor to enter into this Lease:

(a) Lessee is a limited liability company duly formed, existing and in good standing under the laws of the State of Tennessee, is authorized to conduct business in the State of Tennessee under Tennessee law, has full power and authority to enter into this Agreement and to perform all obligations contained herein and therein, and has, by proper action, been duly authorized to execute and deliver this Lease and, when executed and delivered by the parties thereto, this Lease will constitute the valid and binding obligation of Lessee enforceable in accordance with its terms subject to bankruptcy and other creditors’ rights laws and principles of equity.

(b) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated herein by Lessee, nor the fulfillment of or compliance with the terms and conditions of this Lease, does or will conflict with or result in a breach of the terms, conditions or provisions of any restriction or internal governing document of Lessee or any agreement or instrument to which Lessee is now a party or by which it is bound, or any existing law, rule, regulation, judgment, order or decree to which it is subject, or constitutes a default under any of the foregoing or, except as contemplated hereby, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessee under the terms of any instrument or agreement.

(c) There are no proceedings pending, or to the knowledge of Lessee threatened, against or affecting Lessee in any court or before any governmental authority, arbitration board or tribunal which involve the possibility of materially and adversely affecting the properties, business, prospects, profits or condition (financial or otherwise) of Lessee, or the ability of Lessee to perform its obligations under this Lease. Lessee is not in default with respect to an order of any court, governmental authority, arbitration board or tribunal.

(d) No event has occurred and no condition exists with respect to Lessee that would constitute an Event of Default under this Lease, as defined in Article XIV, or which, with the lapse of time or with the giving of notice, or both, would become such an Event of Default.

(e) To the knowledge of Lessee, there are no substances, materials, wastes, pollutants or contaminants located on the Leased Property that are regulated under any environmental law or regulation except those materials and substances that are maintained in compliance with such laws and regulations, and Lessee shall not permit material quantities of such substances, materials, wastes, pollutants or contaminants to exist on the Leased Property during the Term of this Lease except in compliance with such laws and regulations.

ARTICLE III

Lease Term

Section 3.01. Term. Subject to the provisions contained in this Lease, this Lease shall be in full force and effect for a Term commencing on the date hereof and ending on the last day of the Abatement Period, unless previously terminated as provided herein. Notwithstanding the foregoing, the Term of this Lease may be terminated upon exercise by Lessee of the purchase option (and subsequent closing) described in Article XV hereof.

ARTICLE IV

Rent

Section 4.01. Basic Rent. Lessee will pay to Lessor without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, as Basic Rent on each January 1 during the Term, the sum of \$1.00.

Section 4.02. Additional Rent. Lessee agrees to pay, as additional rent, all other amounts, liabilities and obligations which Lessee herein assumes or agrees to pay. In the event of any failure on the part of Lessee to pay any amounts, liabilities or obligations described in this paragraph, Lessor shall have all rights, powers and remedies provided for herein or by law or equity or otherwise in the case of nonpayment of the Basic Rent.

ARTICLE V

Compliance with Laws; Permitted Contests; Lessee's Acceptance of Leased Property; Reports

Section 5.01. Compliance with Laws. Lessee shall throughout the Term and at no expense to Lessor, upon Lessee's receipt of written notice thereof, promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the Leased Property, the repair and alteration thereof, and the use or manner of use of the Leased Property, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change of governmental policy or shall require structural or extraordinary repairs, alterations or additions, any violation of which would have a material adverse effect on Lessee's ability to perform its obligations under this Lease, irrespective of the cost thereof.

Section 5.02. Permitted Contests. Lessee shall not be required to comply or cause compliance with the laws, ordinances, orders, rules, regulations or requirements referenced in Section 5.01, so long as Lessee shall, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses (including attorneys' fees) in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses.

Section 5.03. Acceptance of Leased Property. Lessee acknowledges that it has examined the Leased Property described in Exhibit A attached hereto and the state of Lessor's title thereto prior to the making of this Lease and knows the condition and state thereof, including, without limitation, the environmental and soil conditions, as of the first day of the term of this Lease, and accepts the same in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that in entering into this Lease, Lessee is relying solely upon its own examination thereof.

Section 5.04. Reports by Lessee. Not later than January 31st of each year during the Abatement Period and following the year in which the Abatement Period ends, Lessee shall provide Lessor with a written report, in such form as shall be reasonably requested by Lessor, that includes the following:

- (a) A list of all capital expenditures made with respect to the Leased Property during the prior Tax Year;
- (b) The number of Employees and their salaries as of the end of the prior Tax Year and the average income of such Employees;
- (c) The number of Employees who reside in the 37148 zip code and their salaries as of the end of the prior Tax Year;
- (d) A comparison of the items listed in (a) through (c) above with Lessee's initial projections as shown on the Application; and

(e) Any other information requested by Lessor as is necessary to determine Lessee's compliance with this Lease.

At the request of Lessor, Lessee shall provide reasonable, adequate documentary evidence to substantiate any information included in any such report to the extent that the same does not compromise the confidentiality of Lessee's operations or trade secrets. The parties acknowledge that the information provided in (c) and (e) above is for informational purposes only as Lessee was not awarded points for such items, and such information shall not affect the amounts paid by Lessee as payments in lieu of taxes hereunder.

Section 5.05. Net Lease. This is a "net lease" and the Basic Rent, additional rent and all other sums payable hereunder to or for the account of Lessor shall be paid promptly and without set off, counterclaim, abatement, suspension, deduction, diminution or defense.

Section 5.06. Suitability of Equipment. Lessor makes no warranty, either express or implied, that the Equipment will be suitable for Lessee's purposes or needs.

ARTICLE VI

Rent Absolute; State of Title; and Tax Benefits

Section 6.01. No Termination or Abatement for Damage or Destruction, Etc. Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Property from whatever cause, the loss or theft of the Leased Property or any part thereof, the taking of the Leased Property or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of Lessee's use of the Leased Property, or the interference with such use by any private person or corporation, or by reason of any eviction by paramount title or otherwise, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Rent and additional rent reserved hereunder shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease and except to the extent any additional rent payments pursuant to Section 7.05 may be reduced due to a decrease in the value of the Leased Property or the removal of any Leased Property from this Lease.

Lessee acknowledges that Lessor has made no representations as to the condition of the Leased Property except for those surviving representation of Lessor in the Purchase Agreement. This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease, or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of or due to the condition of the Leased Property.

Section 6.02. No Termination for Insolvency, Etc., of Lessor. Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that Lessee will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceedings affecting Lessor or any assignee of Lessor in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or any assignee of Lessor in any such proceeding, or by any court in any such proceeding. Lessor covenants and agrees that it will not voluntarily submit to any bankruptcy, insolvency, reorganization, composition, readjustment, action for appointment of a receiver, liquidation, dissolution, winding-up or other proceeding affecting it or any assignee under this

Lease without the prior written consent of Lessee, so long as Lessee is not in default hereunder.

Section 6.03. No Conveyance of Title by Lessor. Lessor covenants and agrees that, except as set forth herein, during the Term of this Lease, it will not convey, or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Leased Property to any person, firm, corporation, or other entity whatsoever, irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease unless such conveyance is requested by or consented to in writing by Lessee. Lessor will not create any lien, encumbrance or charge upon its interest in the Leased Property except for any such lien, encumbrance or charge otherwise created by this Lease or requested by or consented to in writing by Lessee.

Section 6.04. Tax Benefits. During the Term, Lessee shall be entitled to all benefits under federal and state tax laws attributable to the ownership of the Leased Property, including, without limitation, the right to claim deductions for depreciation.

ARTICLE VII

Taxes and Other Charges

Section 7.01. General Covenant. Lessee agrees to pay and discharge, as additional rent, punctually as and when the same shall become due and payable, each and every cost, expense, and obligation of every kind and nature, foreseen or unforeseen that is in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair or use of the Leased Property.

Section 7.02. Taxes and Other Governmental Charges. Lessee agrees, subject to the provisions of Section 7.05, to pay and discharge, as additional rent, punctually as and when the same shall become due and payable without penalty, all ad valorem taxes that at any time during the Term shall be or become due and payable by Lessor or Lessee and that shall be levied, assessed or imposed upon, or that shall be or become liens upon, the Leased Property or any portion thereof or any interest of Lessor or Lessee therein, under and by virtue of any present or future law, statute, regulation or other requirement of any governmental authority.

Section 7.03. Lessee Subrogated to Lessor's Rights. To the extent of any payments of additional rent by Lessee under this Article VII, Lessee shall be subrogated to Lessor's rights in respect to the proceedings or matters relating to such payments, and any recovery in such proceedings or matter shall be used to reimburse Lessee for the amount of such additional rent so paid by Lessee.

Section 7.04. Utility Services. Lessee agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other user of the Leased Property any gas, water, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind, and Lessee agrees that it shall pay all costs and expenses related to the foregoing.

Section 7.05. Payments in Lieu of Taxes.

(a) Recognition of Tax Status. The Act provides that the properties owned by Lessor are exempt from all taxation in the State of Tennessee, and it is the parties' expectation that the Leased Property will be exempt from taxation.

(b) Payments in Lieu of Taxes. In addition to Basic Rent, Lessee and Lessor agree that Lessee shall pay to the City and the County as additional rent the payments in lieu of taxes described in this Section. Lessee shall make payments in lieu of taxes, with respect to the Leased

Property, (A) for the first through third (1st-3rd) Tax Years occurring during the Abatement Period, payments in lieu of taxes to the City and the County in the amount equal to \$0 with respect to the Equipment, (B) for the first through second (1st-2nd) Tax Years occurring during the Abatement Period, payments in lieu of taxes to the City and the County in the amount equal to \$0, (C) for the third through fourth (3rd-4th) Tax Years occurring during the Abatement Period, payments in lieu of taxes to the City and the County in the amount equal to twenty-five percent (25%) of ad valorem taxes due in those Tax Years, which payment shall be divided between the City and the County in the same proportion that each of their property tax rates bear to the total property tax rates of the City and the County for those Tax Years, (D) for the fifth (5th) Tax Year occurring during the Abatement Period, payments in lieu of taxes to the City and the County in the amount equal to fifty percent (50%) of ad valorem taxes due in those Tax Years, which payment shall be divided between the City and the County in the same proportion that each of their property tax rates bear to the total property tax rates of the City and the County for those Tax Years, (E) for the sixth through seventh (6th-7th) Tax Years occurring during the Abatement Period, payments in lieu of taxes to the City and the County in the amount equal to seventy-five percent (75%) of ad valorem taxes due in those Tax Years, which payment shall be divided between the City and the County in the same proportion that each of their property tax rates bear to the total property tax rates of the City and the County for those Tax Years, and (F) if this Lease remains in effect for any reason after the Abatement Period, payments in lieu of taxes to the City and the County in an amount equal to the ad valorem taxes that otherwise would be payable to the City and the County with respect to the Leased Property if Lessee owned such property.

Leased Real Property

Equipment

<u>Applicable Year</u>	<u>Percentage of Taxes Otherwise Owed</u>	<u>Applicable Year</u>	<u>Percentage of Taxes Otherwise Owed</u>
Year 1	0%	Year 1	0%
Year 2	0%	Year 2	0%
Year 3	25%	Year 3	0%
Year 4	25%	Year 4 and beyond	100%
Year 5	50%		
Year 6	75%		
Year 7	75%		
Year 8 and beyond	100%		

Such payments in lieu of taxes, as set forth above, shall not apply with regard to any other tax assessed against Lessee, its income, its other real property or its other personalty. In the event Lessee assumes ownership of the Leased Property, Lessee shall begin paying all applicable ad valorem and other taxes directly to the City and the County, as assessed, but shall not make, from the date of such acquisition, any payments in lieu of taxes with respect to such property other than those payments that were unpaid at the time of such acquisition. Lessor and Lessee acknowledge and agree that Lessee shall pay, when due, the ad valorem taxes with respect to any Leased Property previously owned by Lessee that accrued prior to the date of this Lease during its period of ownership.

Lessee acknowledges that (x) the City has agreed to permit Lessee to make payments in lieu of taxes pursuant to the preceding paragraphs that are less than the ad valorem taxes that otherwise would have been payable by Lessee if Lessee held title to the Leased Property based upon certain information provided by Lessee in its Application and (y) the term that Lessee has

been permitted to make such reduced payment in lieu of taxes was determined by the Lessor after reviewing the Application. Within sixty (60) days after receipt of each report during or after the Abatement Period that is required to be provided by Lessee pursuant to Section 5.04, Lessor may elect to review for ongoing compliance with representations made in the Application. If it is determined by Lessor following the receipt of any report (with respect to a Tax Year occurring during the Real Property Abatement Period and/or the Equipment Abatement Period) is no longer meeting the previous representations related to jobs, capital investment and sales tax projections, Lessor shall determine what percentage of the abatement shall be clawed back and shall notify Lessee of such amount. Lessee shall pay such amount to the City and the County as an additional payment in lieu of taxes with respect to the Tax Year that the report relates. Lessee shall make any additional payments required by this paragraph within thirty (30) days after Lessor provides such amount in writing to Lessee.

Lessee's obligation to make payments in lieu of taxes pursuant to this Section shall survive the termination or expiration of this Lease.

(c) Credit for Taxes Paid. Nothing contained in this Section 7.05 is intended or shall be construed to require the payment by Lessee of any greater amounts in lieu of taxes than would be payable as taxes if the Leased Property were owned by Lessee. It is accordingly understood and agreed that the amount payable by Lessee in any year under the provisions of this Section 7.05 shall be reduced by the amount of any ad valorem taxes lawfully levied upon the Leased Property or any part thereof, or upon Lessee's leasehold estate therein, and actually paid by Lessee pursuant to the requirements of Section 7.02 hereof to the City and the County and to the extent that any such tax payments paid by Lessee pursuant to the requirements of Section 7.02 hereof for any year shall exceed the in-lieu-of-tax payments for such year otherwise provided in this Section 7.05 the amount payable by Lessee in any subsequent year under the provisions of this Section 7.05 shall be reduced by such excess amount.

(d) Timing of Payments. The payments in lieu of taxes provided in this Section 7.05 to the extent payable for the benefit of the City, shall be due on or before the last day on which ad valorem taxes are payable without penalty to the City with respect to such Tax Year, and, to the extent payable for the benefit of the County, shall be due on or before the last day on which ad valorem taxes are due and payable without penalty to the County with respect to such Tax Year. The obligation to make any such payments shall survive the termination or expiration of this Lease.

(e) Additional Improvements and Additional Property. The payments in lieu of taxes payable hereunder shall only apply to the Leased Land, the Facility and the Equipment conveyed to Lessor pursuant to Article XII and located within the Facility. In the event Lessee constructs improvements on the Leased Land other than the Facility, Lessee shall make payments in lieu of taxes to the City and the County with respect to such additional improvements in an amount equal to the ad valorem taxes that would otherwise be payable with respect to such improvements if such improvements were owned by Lessee unless Lessor and Lessee shall agree in writing otherwise.

(f) Reports. Lessee shall, during the term of this Lease, submit on or before October 1 of each year to the Tennessee State Board of Equalization the annual report required to be submitted by it pursuant to Section 7-53-305 of the Act and shall also submit such other reports that may be required by applicable law relating to this Lease.

(g) Proration. The amount of any payments in lieu of taxes with respect to the Leased Real Property shall be prorated on a daily basis for any year in which this Lease is in effect (or otherwise applicable) for less than the entire year with respect to the Leased Real Property. The

parties acknowledge that under present law there is no occasion to prorate the taxes as it relates to Equipment, but in the event of a change in law or the interpretation thereof such that proration would be applicable to Equipment, the amount of the payments in lieu of taxes with respect to the Equipment shall be prorated in the same manner as payments in lieu of taxes for the Leased Real Property as permitted under applicable law.

(h) Cessation of Business or Foreclosure. In the event Lessee ceases the active operation of its business at the Leased Property after the Effective Date other than as a result of a Force Majeure or as a result of maintenance, refurbishment or repair of the Leased Property, and notwithstanding any provision herein to the contrary, Lessee shall make payments in lieu of taxes during the period that Lessee ceases such operation equal to the ad valorem taxes that Lessee otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by Lessee. Upon the foreclosure of Lessee's leasehold interest in this Lease, any successor to Lessee's interest hereunder shall, notwithstanding any provisions herein to the contrary, make payments in lieu of taxes beginning as of the date such successor acquires Lessee's leasehold interest hereunder equal to the ad valorem taxes that such successor otherwise would have been required to make with respect to the Leased Property if the Leased Property was owned by such successor, unless otherwise agreed by Lessor.

Section 7.06. Proof of Payment. Lessee covenants to furnish to Lessor, promptly upon request, proof of the payment of any tax, assessment and other governmental or similar charge, and any utility charges, which is payable by Lessee as provided in this Article.

ARTICLE VIII

Maintenance and Repair

Section 8.01. Maintenance and Repair. Lessor shall not be required to rebuild or to make any repairs, replacements or renewals of any nature or description to the Leased Property or to make any expenditures whatsoever in connection with this Lease or to maintain the Leased Property in any way. Lessee expressly waives the right contained in any law now or hereafter in effect to make any repairs at the expense of Lessor. Lessee shall keep and maintain in good order, condition and repair (including any such repair as is required due to fire, storm or other casualty) the Leased Property and every part thereof and any and all appurtenances thereto, reasonable wear and tear excepted. Lessee shall save Lessor harmless on account of claims for mechanics, materialmen's or other liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days after filing. Lessee shall keep and maintain the Leased Property in accordance with all directions, rules and regulations of the government agencies having jurisdiction, at the sole cost and expense of Lessee.

ARTICLE IX

Condemnation

Section 9.01. Condemnation. If during the Term, all or any part of the Leased Property is taken by the exercise of the power of eminent domain or condemnation, Lessee shall be entitled to and shall receive the entire award for the taking. If title to or control of all of the Leased Property shall be taken by the exercise of the power of eminent domain or condemnation, , but not otherwise, Lessee may terminate this Lease by giving written notice to Lessor and thereafter shall have no further liability hereunder except as specifically provided herein.

ARTICLE X

Insurance and Indemnification

Section 10.01. Insurance. Lessee shall carry commercial general liability insurance covering the Leased Property and the use and occupancy of the same in a company or companies licensed to do business in Tennessee under a policy satisfactory to Lessor both as to amount and coverage and shall provide evidence of same to Lessor. Lessor shall be listed as an additional insured on such policy. Lessee shall also insure all improvements on the Leased Property at their full replacement value, and Lessee shall provide evidence of same to Lessor. Each policy described above shall contain a provision that it may not be canceled without first giving Lessor not less than thirty (30) days prior written notice.

Without limiting the foregoing, Lessee shall, at its expense, cause to be maintained commercial general liability insurance against claims for bodily injury, death or property damage relating to the Leased Property, of not less than \$5,000,000 per occurrence with respect to bodily injury or death (or in the alternative \$1,000,000 per occurrence with respect to bodily injury or death together with an umbrella policy of at least an additional \$4,000,000 in coverage) and not less than \$1,000,000 per occurrence with respect to property damage. Policies for such insurance shall be for the mutual benefit of Lessor and Lessee.

Section 10.02. Indemnification. Lessee covenants and agrees, at its expense, to pay, defend and to indemnify and save Lessor and its directors, agents and employees (collectively, the “Indemnified Parties”) harmless against and from any and all claims by or on behalf of any person, firm, corporation, or governmental authority, arising after the date hereof from the occupation, use, possession, conduct or management of or from any work or activity done in or about the Leased Property or from the subletting of any part thereof, including any liability for violation of conditions, agreements, restrictions, laws, ordinances, or regulations affecting the Leased Property or the occupancy or use thereof, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties. Lessee also covenants and agrees, at its expense, to pay, defend and to indemnify and save the Indemnified Parties harmless against and from, any and all claims, costs or expenses arising from (i) any condition of the Leased Property arising after the date hereof, (ii) any breach or default on the part of Lessee in the performance of any covenant or agreement to be performed by Lessee pursuant to this Lease, (iii) any act of negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, or (iv) any accident, injury or damage whatever caused to any person, firm or corporation or their property on or about the Leased Property and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties. In the event that any action or proceeding is brought against any Indemnified Party by reason of any such claims, Lessee, upon notice from such Indemnified Party, covenants to resist or defend such action or proceeding with legal counsel reasonably acceptable to Lessor. Unless Lessee shall request Lessor to proceed in another manner, Lessor shall proceed in connection with any claim against which indemnification is provided hereunder, only through Lessee as agent for Lessor, unless Lessee or Lessor determines that there is a conflict of interest; and Lessee, as such agent and in the name of Lessor, shall defend or settle any such claim, action or proceeding or take any other action with respect thereto as Lessee shall deem reasonably necessary and appropriate. If Lessee or Lessor determines a conflict of interest exists between Lessee and Lessor, Lessee or Lessor shall so notify the other party in writing, in which case Lessee shall not be obligated to defend Lessor against such claim, but rather shall reimburse Lessor for the reasonable legal fees expenses (limited to one law firm) incurred in connection with defending against such action or proceeding. Lessee’s obligation to provide indemnification under this Section shall survive the expiration or termination of this Lease.

Section 10.03. Costs of Repossession. Lessee covenants and agrees to pay, and to indemnify

Lessor against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Leased Property after default of Lessee or upon expiration or earlier termination of any term hereof, or in enforcing any covenant or agreement of Lessee contained in this Lease.

ARTICLE XI

Construction of Facility; Alterations and Additional Improvements

Section 11.01. Construction. Lessee covenants and agrees at its expense to construct and equip the Facility on the Leased Land. It is understood and agreed that such Facility, together with all other improvements or fixtures from time to time placed on the Leased Land, shall, subject to Section 6.04, become the property of Lessor and part of the Leased Property. Lessee agrees to complete the construction of the Facility and obtain a certificate of occupancy therefor prior to the Effective Date.

Section 11.02. Alterations. Lessee shall have the right to construct buildings and other improvements on the Leased Land from time to time and to make additions to and alterations of any such buildings and improvements and any existing buildings and improvements. All work done in connection with such additions, alterations, improvements or construction shall be done promptly, and in good and workmanlike manner in all material respects, and in compliance in all material respects with all applicable laws, ordinances, orders, rules, regulations and requirements of all applicable federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof.

ARTICLE XII

Acquisition of Equipment

Section 12.01. Acquisition of Equipment. As of the date of this Lease, Lessee has acquired the Equipment, if any, shown on Exhibit B for location in the Facility. Upon the execution of this Lease, if any Equipment is listed on Exhibit B, Lessee shall convey the Equipment shown on Exhibit B to Lessor by a bill of sale in substantially the form of Exhibit C attached hereto and thereafter such machinery or equipment shall become the property of Lessor. Subject to the limitations in the next sentence, Lessee also may convey to Lessor any machinery and equipment hereafter acquired by Lessee to be located in or adjacent to and serving the Facility by means of a bill of sale in substantially the form of Exhibit C attached hereto, and thereafter such equipment shall become the property of Lessor and part of the Equipment subject to the provisions hereof, and Exhibit B shall be deemed to have been supplemented to include such equipment. Notwithstanding the foregoing, Lessee may not convey equipment to Lessor pursuant to this paragraph unless such Equipment was acquired by Lessee for the Facility.

Section 12.02. Installation and Removal of Other Equipment. Lessee may at any time or times during the Term install or commence the installation in the Facility of any equipment in addition to the Equipment as Lessee may deem desirable, and Lessee may also remove any such equipment. All such equipment shall be acquired and installed at the expense of Lessee and shall remain the property of Lessee and shall not be part of the Equipment unless otherwise added to Exhibit B to the extent permitted herein.

Section 12.03. Alteration, Improvement, Removal and Modifications of Equipment by Lessee. Lessee may alter, improve and modify the Equipment from time to time as it may determine is desirable for its uses and purposes. Lessee shall be responsible for all costs of such alterations, improvements and modifications. All such alterations, improvements and modifications shall become a part of the Equipment and the property of Lessor as made. Lessee shall use its best efforts to cause all work done in connection with such alterations, improvements and modifications to be done in a good and workmanlike manner in all material respects and in compliance with all laws, ordinances, orders, rules, regulations and requirements

of all governmental authorities. Lessee may remove and dispose of any Equipment that Lessee determines is not necessary for Lessee's operations provided Lessee purchases such Equipment pursuant to Article XV.

ARTICLE XIII

Subletting, Assignments and Mortgaging

Section 13.01. Assignment and Subletting. Lessee shall not have the right to sublet the Leased Premises or any part thereof or assign or otherwise transfer its rights and interest hereunder except (i) with the prior written consent of Lessor, (ii) Lessee may assign this Lease to any Affiliate of Lessee without the prior written consent of Lessor, and (iii) Lessee may assign this Lease in connection with a reorganization, merger, sale of substantially all of the assets of Lessee or similar transaction relating to Lessee without the prior written consent of Lessor.

Section 13.02. Permitted Mortgagees. Notwithstanding Section 13.01 hereof, Lessee is hereby given the right, at any time and from time to time, to mortgage its leasehold estate in the Leased Property, provided that any such leasehold mortgage shall be subject and subordinate to the rights of Lessor hereunder. As used in this Section and throughout this Lease, the noun "mortgage" shall include a deed of trust, the verb "mortgage" shall include the creation and delivery of a deed of trust, the word "mortgagee" shall include the beneficiary under a deed of trust, and the terms "foreclose" or "foreclosure" shall include a trustee's sale under a deed of trust as well as a foreclosure by judicial process.

Section 13.03. Notice of Defaults. If a mortgagee shall have given Lessor, before any Event of Default shall have occurred hereunder, a written notice specifying the name and mailing address of the mortgagee, then Lessor shall not terminate this Lease by reason of the occurrence of any Event of Default hereunder unless Lessor shall have given the mortgagee a copy of its notice to Lessee of such Event of Default addressed to the mailing address last furnished by the mortgagee, and such Event of Default shall not have been cured by said mortgagee as provided in Sections 13.04 and 13.05 hereof.

Section 13.04. Performance by Mortgagee. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance by any such mortgagee of any term, covenant, agreement, provision, condition or limitation on Lessee's part to be performed or observed as though performed or observed by Lessee (including, without limitation, exercise of the option to purchase the Leased Property granted to Lessee by Section 15.01 hereof), irrespective of whether an Event of Default has occurred, provided such performance by said mortgagee shall occur within the time prescribed therefor in this Lease, plus an additional grace period of thirty (30) days thereafter or, if said Event of Default is curable but not within said 30-day period, then within such additional time as may be necessary to cure the same provided the mortgagee commences the curing thereof within such 30-day period and thereafter prosecutes the curing of such Event of Default to completion with all due diligence; provided, however, (i) with respect to any Event of Default hereunder which cannot be cured by said mortgagee until it obtains possession of the Leased Property, the provisions of Section 13.05 shall apply and (ii) if Lessee fails to maintain commercial public liability insurance required by Section 10.01 hereof, or if Lessee fails to comply with the requirements in Section 10.03 hereof, the mortgagee shall only have ten (10) days to cure such Event of Default.

Section 13.05. Cure After Foreclosure. If an Event of Default occurs under this Lease which cannot be cured by a mortgagee without first obtaining possession of the Leased Property (which shall not include an Event of Default relating to the maintenance of liability insurance), then, and notwithstanding any other provision contained in this Lease, Lessor shall not terminate this Lease by reason of such Event of Default if (i) said mortgagee, within the thirty (30) day grace period set forth in Section 13.04 above, shall have commenced, and thereafter diligently proceeds with, an appropriate proceeding to foreclose such

mortgage or otherwise obtains possession of the Leased Property, and (ii) said mortgagee shall have cured such Event of Default within thirty (30) days following its obtaining possession of the Leased Property (or, if said Event of Default is curable but not within said 30-day period, then within such additional time as maybe necessary to cure the same provided the mortgagee commences the curing thereof within such 30-day period and thereafter prosecutes the curing of such Event of Default to completion with all due diligence).

Section 13.06. Effect of Foreclosure. During the pendency of any foreclosure proceedings, mortgagee shall fully perform all the obligations of Lessee under this Lease that can be performed by such mortgagee without possession of the Leased Property (including, but not limited to, payment of all Basic Rent, all additional rent, maintenance of insurance, and any and all other monies due and payable by Lessee hereunder); provided, however, that if such mortgagee obtains possession of the Leased Property during the time that it is enforcing its foreclosure remedy or as a result thereof, then such mortgagee shall perform fully all of Lessee's obligations under this Lease. In the event such mortgagee or any purchaser at a judicial or non-judicial foreclosure sale ("purchaser") acquires title to the leasehold estate through such a foreclosure proceeding, or otherwise, it shall thereupon become subrogated to all the rights of Lessee under this Lease whereupon:

- (1) Lessee shall have no further right hereunder; and
- (2) Such mortgagee or purchaser shall forthwith be obligated to assume and perform each and all of Lessee's obligations and covenants hereunder.

Section 13.07. Estoppel Certificate. Upon the written request of any mortgagee or prospective mortgagee, and for the benefit of said mortgagee, Lessor will promptly deliver to said mortgagee a certificate as to whether Lessor is aware of any default by Lessee hereunder.

Section 13.08. Further Assignment by Mortgagee. Notwithstanding anything to the contrary contained in this Article XIII, the mortgagee, on or after acquiring ownership of Lessee's leasehold estate, may assign this Lease without the necessity of obtaining Lessor's consent and, upon any such assignment, provided such assignee shall assume and agree to perform and be bound by all of the terms hereof, be released from all liability hereunder, except for obligations occurring during its ownership of said leasehold estate.

Section 13.09. Joinder. At the request of Lessee, Lessor shall join in any deed of trust hereinafter recorded with respect to the Leased Property in order to subject Lessor's interest in the Leased Property to such deed of trust and to acknowledge that the lien of such deed of trust is superior to Lessor's interest in the Leased Property; provided that Lessor's liability thereunder shall be expressly limited to Lessor's interest in the Leased Property.

ARTICLE XIV

Events of Default; Termination

Section 14.01. Events of Default; Termination. If any one or more of the following events (herein called "Events of Default") shall happen:

- (a) if Lessee fails to maintain the insurance required by Section 10.01, or if Lessee fails to comply with the requirements in Section 10.03; or

(b) if default shall be made in the due and punctual payment of any payment due pursuant to Section 7.05 hereof, and such default shall continue for more than thirty (30) days after Lessee's receipt of written notice of such default to Lessee from Lessor;

(c) if default shall be made by Lessee in the due performance of or compliance with any of the terms hereof, other than that referred to in the foregoing subdivisions (a) and (b), and such default shall continue for sixty (60) days after Lessor shall have given Lessee written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 60-day period, if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the sixty (60) days that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence);

(d) if Lessee shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulations, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, custodian or liquidator of Lessee or of all or any substantial part of its properties or of the Leased Property, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(e) if a petition shall be filed against Lessee seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain uncontested, undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any trustee, receiver, custodian or liquidator of Lessee or of all or any substantial part of its properties or of the Leased Property shall be appointed without the consent or acquiescence of Lessee and such appointment shall remain uncontested, unvacated or unstayed for an aggregate of sixty (60) days (whether or not consecutive).

then in any such event Lessor at any time thereafter and while such Event of Default shall continue may give a written termination notice to Lessee, which notice shall specify the nature of the Event of Default and a date of termination of this Lease not less than sixty (60) days after the giving of such notice. Upon such termination, Lessor shall have the right, but not the obligation, to enter upon the Leased Property and repossess the Leased Property. This termination right is subject to Lessee's right to purchase the Leased Property pursuant to Section 15.01 and at any time prior to the termination of this Lease, Lessee may exercise its right in Section 15.01 to purchase the Leased Property.

ARTICLE XV

Purchases and Purchase Prices

Section 15.01. Option to Purchase. Lessee shall have an option to purchase the Leased Property as a whole or in part at any time during the Term and thereafter (subject to the next sentence) for the amount provided in Section 15.03. After the termination or expiration of this Lease, Lessee's option to purchase the property shall expire and terminate after Lessor's gives notice to Lessee of such termination or expiration and notice that Lessee's option to purchase shall expire or terminate after the date specified in such notice, which date shall not be earlier than six (6) months from the date such notice is given. To exercise such option Lessee shall (i) give Lessor at least ten (10) days' prior written notice of its intent to exercise any option granted pursuant to this Section 15.01, which notice shall state the purchase date, and (ii) comply with the provisions of Section 15.03 hereof. The option to be exercised by Lessee hereunder may be exercised whether or not a default or Event of Default has occurred hereunder. Lessee shall also

have the option to purchase any item of Equipment upon ten (10) days' prior written notice of its intent to exercise its option to purchase such item and upon compliance with Section 15.03. In furtherance of the foregoing, Lessor agrees to cooperate with Lessee and to execute applications and any subdivision plat(s) that are reasonably requested by Lessee to subdivide the Leased Land so as to create one or more lots with respect to any portion of the Leased Land not used for the Facility. Lessee's option to purchase pursuant to this Article shall survive the termination of this Lease for the period provided herein.

Section 15.02. Granting of Easements. From time to time during the Term, Lessee shall have the right, at Lessee's expense, to cause Lessor (i) to grant easements affecting the Leased Land in order to provide for utility services, access easements or for other public or private purposes that do not materially affect the value or use of the Leased Property, or (ii) to dedicate or convey, as required, portions of the Leased Land for road, highway and utilities and other public purposes.

Section 15.03. Exercise of Option.

(a) To exercise any option contained in Section 15.01, Lessee shall pay, or cause to be paid, on or prior to the purchase date, as the purchase price the sum of (i) \$1.00 plus (ii) with respect to a purchase of the entire Leased Property, any other amounts that are then due or that have accrued under this Lease.

(b) On the purchase date for the purchase of the Leased Property pursuant to Section 15.01 or any portion thereof, Lessor shall convey the Leased Property to Lessee by quitclaim deed and/or bill of sale, as appropriate, without warranty of any type, conveying Lessor's interest in the Leased Property being conveyed. The form of the quitclaim deed and bill of sale pursuant to which property will be conveyed pursuant to this Section shall be in the forms attached hereto as Exhibit E and Exhibit F respectively. Lessee shall pay all expenses relating to such conveyance.

ARTICLE XVI

Repossession

Section 16.01. Repossession. If Lessee's option to purchase the Leased Property pursuant to Article XV has expired, Lessor, after not less than thirty (30) days' prior written notice to Lessee, may take possession of the Leased Property. If Lessee's option to purchase the Leased Property pursuant to Article XV has expired, Lessor shall also have the right of entry, repossession, and removal, after not less than thirty (30) days' prior written notice to Lessee of its intent to exercise such right and specifying the nature of the Event of Default, prior to the expiration of the Term and without any obligation on the part of Lessor to terminate this Lease, provided that such right shall not be in contravention of the laws of the jurisdiction in which the Leased Property is located and subject to Lessee's right to purchase the Leased Property pursuant to Section 15.01 which shall remain in full force and effect as provided therein. In the event of the exercise of such right without termination of this Lease, this Lease shall continue in full force and effect for the balance of the Term except that Lessee shall have no right of possession from the date of the exercise of such right, provided that the exercise of such right shall not preclude the subsequent exercise of any other right under this Lease, including the right of termination pursuant to Article XIV Lessor shall not be under any liability for or by reason of any such repossession or removal.

ARTICLE XVII

Reletting

Section 17.01. Reletting. If Lessee's option to purchase the Leased Property pursuant to Article XV has expired, Lessor, after not less than thirty (30) days' prior written notice to Lessee, may relet the

Leased Property or any part thereof for the account and benefit of Lessee for such rental terms, to such persons, firms or corporations and for such period or periods as may be fixed and determined by Lessor; provided, however, that Lessor shall not unreasonably refuse to accept or receive any suitable tenant offered by Lessee. Lessor shall not otherwise be required to do any act or exercise any diligence to mitigate the damages to Lessee and, subject to the foregoing provisions, Lessor shall not be responsible or liable for any failure to relet the Leased Property or any portion thereof.

ARTICLE XVIII

Survival of Lessee's Obligations

Section 18.01. Survival. No termination of the Term pursuant to Article XIV or repossession of the Leased Property pursuant to Article XV shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such expiration or repossession.

ARTICLE XIX

Miscellaneous

Section 19.01. Non-Waiver by Lessor. No failure by Lessor or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of the Basic Rent, in full or in part, during the continuance of such breach, shall constitute a waiver of such breach or of such term. No waiver of any breach shall affect or alter this Lease or constitute a waiver of a then existing or subsequent breach.

Section 19.02. Remedies Cumulative. Each right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all such other rights, powers or remedies.

Section 19.03. Surrender of the Leased Property. Except as otherwise provided in this Lease, Lessee shall, upon the expiration or termination of this Lease for any reason whatsoever, after not less than thirty (30) days' prior written notice to Lessee and opportunity by Lessee to continue to exercise its option to purchase the Leased Property pursuant to Article XV, surrender the Leased Property to Lessor in good order, condition and repair, except for reasonable wear and tear and damage by casualty.

Section 19.04. Acceptance of Surrender. No surrender to Lessor of this Lease or of the Leased Property or any part thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor, and no act by any representative or agent of Lessor, and no act by Lessee, other than such a written agreement and acceptance by Lessor, shall constitute an acceptance of any such surrender.

Section 19.05. No Claims Against Lessor. Nothing contained in this Lease shall constitute any consent or request by Lessor, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Property or any part thereof, nor give Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor. Lessor shall have the right to post and keep posted at all reasonable times on the Leased Property any notices which Lessor shall be required to post for the protection of Lessor.

Section 19.06. Applicable Law. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Tennessee.

Section 19.07. Severability. In the event that any clause or provision of this Lease shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 19.08. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Lease shall be in writing, and shall be effective either (a) when delivered personally to the party for whom intended, (b) on the second business day following mailing by a nationally recognized overnight courier service, or (c) on the date of delivery or refusal thereof by mailing by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such party as set forth below or at such other address as a party may designate by written notice given to the other party in accordance herewith.

To Lessor:

The Industrial Development Board of the City of Portland, Tennessee
100 S. Russell Street
Portland, TN 37148
Attention: Chairman

with a copy to:

Bass, Berry and Sims PLC
Attention: Betsy Knotts
21 Platform Way South, Suite 3500
Nashville, TN 37203

To Lessee:

N&Y Hospitality Inc.
243 TGT Road
Portland, TN 37148
Attn: Reshma Maradia

Section 19.09. Headings and References. The headings in this Lease are for convenience of reference only and shall not define or limit the provisions thereof. All references in this Lease to particular Articles or Sections are references to Articles or Sections of this Lease, unless otherwise indicated.

Section 19.10. Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 19.11. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 19.12. Expenses. Lessee shall pay, upon request from Lessor, all costs and expenses of Lessor in connection with the negotiation, preparation, execution and administration of this Lease, any amendments hereto and the performance hereof, including the reasonable fees and expenses of Lessor's attorneys. Without limiting the foregoing, in the event that Lessor shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether or not such employment shall require institution of suit or other legal services required to secure compliance on the part of Lessee, Lessee shall

be responsible for and shall promptly pay to Lessor the reasonable value of said attorneys' fees, and any other reasonable expenses incurred by Lessor as a result of such default.

Section 19.13. No Liability of Officers, Etc. No recourse under or upon any obligation, covenants or agreement contained in this Lease shall be had against any incorporator, members, director or officer, as such, past, present or future, of Lessor, either directly or through Lessor. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by Lessee as a condition of and consideration for the execution of this Lease.

Section 19.14. No Liability of City, County, Officers, Etc. The City, the County and their respective officers and agents shall not in any event be liable for the performance of any obligation or agreement of any kind whatsoever herein, and none of the agreements or obligations of Lessor contained in this Lease or otherwise shall be construed to constitute an indebtedness of the City and the County or their officers or agents, within the meaning of any constitutional or statutory provision whatsoever.

Section 19.15. Limitation of Liability. Notwithstanding any other provision hereof, Lessor's liability hereunder shall be limited to its interest in the Leased Property, the rents and additional rents derived from the Leased Property and the payments to be made pursuant to this Lease, and Lessee shall not have any recourse against any other assets of Lessor.

Section 19.16. Cost Benefit Analysis. Attached hereto as Exhibit D is the analysis of the costs and benefits of the payments in lieu of tax provisions of this Lease required by Tennessee Code Annotated Section 7-53-305(b).

Section 19.17. Interest. In addition to all other amounts payable under this Lease, Lessee shall also pay interest on any payment due hereunder that is not paid within five (5) days of the date such payment is due until paid at the interest rate, as it may vary from time to time, that the City would impose on a delinquent tax payment during the period such payment was due.

Section 19.18. Recording of Lease. This Lease shall not be recorded. A short form or memorandum of this Lease may, at Lessee's option, be prepared by Lessee, at Lessee's expense, and recorded by Lessee, at Lessee's expense. Upon Lessor's request, Lessee shall provide Lessor evidence of the recordation of such short form or memorandum of lease within a reasonable time.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND, TENNESSEE has executed this Lease by causing its name to be hereunder subscribed by its Chairman and attested by its Secretary; all being done as of the Effective Date.

LESSOR:

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF PORTLAND, TENNESSEE

By: _____
Chairman

ATTEST:

Secretary

IN WITNESS WHEREOF, N&Y HOSPITALITY INC. has executed this Lease by causing its name to be hereunto subscribed by one of its duly authorized officers, all being done as of the Effective Date.

LESSEE:

N&Y HOSPITALITY INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of Leased Land

SITUATED in the 16th Civil District of Sumner County, Tennessee, and described as follows:

BEING Lot 2 and Lot 3 on the Final Plat of James D. Freedle Property Subdivision, as shown on plat of record in Plat Book 22, Page 68, in the Register's Office for Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

LESS AND EXCEPT that portion conveyed to the State of Tennessee by Warranty Deed of record in Record Book 3931, Page 785, in said Register's Office, and described as follows:

Beginning at a point, being 113.57 feet left of State Route 109 proposed centerline station 357 +92.89; thence with the proposed right of way as follows: (1) N 41 deg. 06' 02" E 25.99 feet; (2) S 52 deg. 16' 27" E 210.17 feet; (3) N 62 deg. 50' 41" W 70.14 feet; (4) N 57 deg. 30' 25" W 143.34 feet to the point of beginning, containing 3,194 square feet.

This is the same property designated as Map 016, Parcels 034.01 & 034.02 in the Tax Assessor's Office in Sumner County Tennessee.

Being the remainder of the same property conveyed to Danny Steven Key, a married person, by Warranty Deed from Sandra Freedle Thomerson, Vivian Freedle Harris and Glenda Freedle Pike, recorded January 12, 2005, in Record Book 2169, Page 580, in the Register's Office for Sumner county, Tennessee.

EXHIBIT B

Leased Equipment

None as of the date of this Lease.

EXHIBIT C
BILL OF SALE

_____ County, _____, 20____

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby transfers and conveys to The Industrial Development Board of the City of Portland, Tennessee, a public nonprofit corporation (the "Vendee"), all of its right, title, claim and interest in law and equity in and to all personal property, fixtures, machinery and equipment described on Exhibit A attached hereto.

The undersigned warrants that it has good and lawful right to make this conveyance and that the property transferred and conveyed is unencumbered.

IN WITNESS WHEREOF, N&Y HOSPITALITY INC. has caused its name to be signed by its duly authorized officer on the day and year first above written.

N&Y HOSPITALITY INC.

By: _____
Title: _____

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

Notary Public

My Commission Expires:

EXHIBIT D

Cost-Benefit Analysis

Cost Versus Benefit Analysis for Payment In Lieu of Ad Valorem Tax													
This form should be included with every PILOT agreement submitted to the Comptroller's Office at https://www.comptroller.tn.gov/boards/state-board-of-equalization/sboe-services/property-tax-incentive-programs.html													
Instructions: Complete fields shaded gray. Additional comments and information about costs or benefits associated with the project may be attached.													
Date:	11/12/25	Person Completing the Form:	Betsy Knotts										
		Title:	Attorney, Bass, Berry and Sims, PLC										
Lessor:	The Industrial Development Board of the City of Portland, Tennessee												
Lessee:	N&Y Hospitality Inc.												
Describe Abatement Term:	7 years for real property and 3 years for personal property												
Lease Term Begin Date:	1/1/26	Lease Term End Date:	1/1/32										
Comments/Description:													
Industry Group (drop down box):	72 Accommodation and Food Services												
NAICS Code (drop down box):	7211A0 Hotels and motels, including casino hotels												
Step 1	18	x	\$14.00	x	2080	=	\$524,160	x	1.930	=	\$1,011,419		
	Number of New Jobs		Average Hourly Wage		Hours		Direct Income		Earnings multiplier*		Total New Direct, Indirect & Induced		
Step 2	18	x	1.6777	=	30.2								
	Number of New Jobs		Employment multiplier*		Total Number of New Direct, Indirect & Induced Jobs								
Step 3	\$1,011,419	x	0.0942	=	\$95,276	x	.606*	=	\$57,737	x	0.162	=	\$9,353
	Direct, Indirect & Induced Income				New Total Annual State Tax		New Annual State Sales Tax					New Annual Local Sales	
First Full Year of Service*													
Total New Direct, Indirect & Induced Jobs:	30.2		PILOT Payment County:	\$0									
Total Direct, Indirect & Induced Income:	\$ 1,011,419.14		PILOT Payment City:	\$0									
Total of New Annual State & Local Sales Tax:	\$ 67,090.47		<i>*Please attach essential terms relating to PILOT, including term and method of calculation.</i>										
Estimated Project Cost:			Clawback? Yes or No:	Yes									
Personal Property:	\$2,000,000		Delegation Resolution(s)										
Real Property:	\$4,200,000		Date of County Resolution:										
Total Project Cost:	\$ 6,200,000.00		Date of City Resolution:	12/1/25									
*RIMS II employment and income multipliers for the State of Tennessee													
Revised 1/23/19 (CERT)													

Attachment to Cost-Benefit Analysis

Lessor: The Industrial Development Board of the City of Portland, Tennessee

Lessee: N&Y Hospitality Inc.

Term: The term of the Lease shall commence on the Effective Date of the Lease and end on the last day of the Abatement Period, with the term of the abatement on the Equipment being three (3) years and the term of abatement on the Leased Real Property being seven (7) years.

Lease: Lessor and Lessee are entering into the Lease to encourage and facilitate the constructing and equipping of a manufacturing facility and related facilities in the City of Portland, Tennessee.

PILOT Payments: Lessee shall pay to the City and the County as additional rent the following payments in lieu of taxes:

<u>Leased Real Property</u>		<u>Equipment</u>	
<u>Applicable Year</u>	<u>Percentage of Taxes Otherwise Owed</u>	<u>Applicable Year</u>	<u>Percentage of Taxes Otherwise Owed</u>
Year 1	0%	Year 1	0%
Year 2	0%	Year 2	0%
Year 3	25%	Year 3	0%
Year 4	25%	Year 4 and beyond	100%
Year 5	50%		
Year 6	75%		
Year 7	75%		
Year 8 and beyond	100%		

Any term not defined herein shall have the meaning assigned by that certain Lease by and between The Industrial Development Board of the City of Portland, Tennessee and N&Y Hospitality Inc.

EXHIBIT E

This Instrument Prepared By:
Betsy Knotts, Attorney
BASS, BERRY & SIMS PLC
21 Platform Way South, Suite 3500
Nashville, Tennessee 37203

QUITCLAIM DEED

THIS INDENTURE, made this _____ day of _____, _____, between:

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND,
TENNESSEE, a public nonprofit corporation organized under the laws of the State of
Tennessee.

First Party, and

N&Y HOSPITALITY INC., a corporation organized under the laws of the State of
Tennessee.

Second Party,

WITNESSETH: that said First Party, for and in consideration of the sum of ONE DOLLAR (\$1.00) cash
and other good and valuable considerations in hand paid by Second Party, the receipt and sufficiency of
which is hereby acknowledged, has quitclaimed and does hereby quitclaim unto the said Second Party the
following described premises:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A AND MADE A PART HEREOF.

THIS CONVEYANCE is made subject to all applicable easements, restrictions and building set back lines
of record.

TOGETHER with all the estate, right, title and interest of the First Party therein, with the hereditaments
and appurtenances thereto appertaining releasing all claims therein.

In this instrument in every case the plural shall include the singular and vice-versa and each gender the
others.

IN WITNESS WHEREOF, this instrument has been executed on behalf of First Party by its duly authorized
officer on the day and year first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF PORTLAND, TENNESSEE

By: _____
Chairman

EXHIBIT A to Quitclaim Deed

Legal Description of Leased Land

SITUATED in the 16th Civil District of Sumner County, Tennessee, and described as follows:

BEING Lot 2 and Lot 3 on the Final Plat of James D. Freedle Property Subdivision, as shown on plat of record in Plat Book 22, Page 68, in the Register's Office for Sumner County, Tennessee, to which plat reference is hereby made for a more complete description of said lots.

LESS AND EXCEPT that portion conveyed to the State of Tennessee by Warranty Deed of record in Record Book 3931, Page 785, in said Register's Office, and described as follows:

Beginning at a point, being 113.57 feet left of State Route 109 proposed centerline station 357 +92.89; thence with the proposed right of way as follows: (1) N 41 deg. 06' 02" E 25.99 feet; (2) S 52 deg. 16' 27" E 210.17 feet; (3) N 62 deg. 50' 41" W 70.14 feet; (4) N 57 deg. 30' 25" W 143.34 feet to the point of beginning, containing 3,194 square feet.

This is the same property designated as Map 016, Parcels 034.01 & 034.02 in the Tax Assessor's Office in Sumner County Tennessee.

Being the remainder of the same property conveyed to Danny Steven Key, a married person, by Warranty Deed from Sandra Freedle Thomerson, Vivian Freedle Harris and Glenda Freedle Pike, recorded January 12, 2005, in Record Book 2169, Page 580, in the Register's Office for Sumner county, Tennessee.

EXHIBIT F
BILL OF SALE

_____ County, Tennessee _____, 20____

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby transfers and conveys to N&Y Hospitality Inc., a Tennessee corporation (the "Vendee"), all of its right, title, claim and interest in law and equity in and to all personal property, fixtures, machinery and equipment described on Exhibit A attached hereto.

The undersigned makes no warranty as to title of the property transferred and conveyed.

IN WITNESS WHEREOF, The Industrial Development Board of the City of Portland, Tennessee has caused its name to be signed by its duly authorized officer on the day and year first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF PORTLAND, TENNESSEE

By: _____
Title: _____

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

Notary Public

My Commission Expires:

48813618.2

RESOLUTION

City of Portland, Tennessee

No. 25 - 81

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the following organizations will receive the amounts indicated for the fiscal year ended June 30, 2026:

Organization	Ad Hoc Committee	Requested	Approved
	Suggested amounts	Amount	2024/2025
Portland CARES	\$ 6,000.00	\$ 6,500.00	\$ 6,000.00
Sumner Co Vietnam Veterans Chapter 240	\$ -	\$ -	\$ 925.00
Senior Citizens	\$ 8,000.00	\$ 8,500.00	\$ 8,000.00
Mid Cumberland Human Agency	\$ 5,900.00	\$ 5,975.00	\$ 5,900.00
Chamber of Commerce	\$ 22,500.00	\$ 25,000.00	\$ 20,000.00
Library	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
Habilitation and Training Services (HATS)	\$ -	\$ -	\$ 1,000.00
Portland Little League Baseball	\$ -	\$ 2,500.00	\$ -
HomeSafe in Sumner County	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Sumner County CASA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Temple Theater	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00
Highland Rim Historical Society (HRHS)	\$ -	\$ -	\$ 1,000.00
Maple Hill Cemetery Restoration	\$ -	\$ -	\$ -
Neighbor Health (Salvus Center)	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00
Sumner Spay Neuter Alliance	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00
Ashley's Place	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00
FCA on the Ridge	\$ 500.00	\$ 2,500.00	\$ -
Hands of Hope	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00
Portland Pay It Forward	\$ -	\$ -	\$ 1,000.00
Housing Authority	\$ -	\$ -	\$ -
Recovery Court of Sumner Co	\$ -	\$ 1,000.00	\$ -
Oak Grove Fire Department	\$ -	\$ -	\$ -
Community Life Bridge	\$ -	\$ -	\$ 1,000.00
American Legion Post 75	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00
Sumner County Museum			\$ -
Hope Center Ministries	\$ 500.00	\$ 1,000.00	
TOTAL	\$ 83,900.00	\$ 104,475.00	\$ 84,325.00

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Organization	Ad Hoc Committee	Requested	Approved	Approved	Approved	Approved	Approved
	Suggested amounts	Amount	2024/2025	2023/2024	2022/2023	2021/2022	2020/2021
	2025/2026	2025/2026					COVID YR
Portland CARES	\$ 6,000.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 5,250.00
Sumner Co Vietnam Veterans Chapter 240	\$ -	\$ -	\$ 925.00	\$ 925.00	\$ 925.00	\$ 925.00	\$ 695.00
Senior Citizens	\$ 8,000.00	\$ 8,500.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00
Mid Cumberland Human Agency	\$ 5,900.00	\$ 5,975.00	\$ 5,900.00	\$ 5,900.00	\$ 6,000.00	\$ 6,000.00	\$ 4,500.00
Chamber of Commerce	\$ 22,500.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00
Library	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ 27,000.00
Habilitation and Training Services (HATS)	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -		\$ 1,125.00
Portland Little League Baseball	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -
HomeSafe in Sumner County	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,750.00
Sumner County CASA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00
Temple Theater	\$ 2,500.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		\$ -
Highland Rim Historical Society (HRHS)	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 375.00
Maple Hill Cemetery Restoration	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 1,275.00
Neighbor Health (Salvus Center)	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00
Sumner Spay Neuter Alliance	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00
Ashley's Place	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
FCA on the Ridge	\$ 500.00	\$ 2,500.00	\$ -		\$ 250.00	\$ 1,000.00	
Hands of Hope	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Portland Pay It Forward	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Housing Authority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	
Recovery Court of Sumner Co	\$ -	\$ 1,000.00	\$ -	\$ -			
Oak Grove Fire Department	\$ -	\$ -	\$ -	\$ -			
Community Life Bridge	\$ -	\$ -	\$ 1,000.00	\$ -			
American Legion Post 75	\$ 1,000.00	\$ 3,000.00	\$ 1,000.00	\$ 875.00			
Sumner County Museum			\$ -				
Hope Center Ministries	\$ 500.00	\$ 1,000.00					
TOTAL	\$ 83,900.00	\$ 104,475.00	\$ 84,325.00	\$ 83,200.00	\$ 82,675.00	\$ 84,875.00	\$ 64,970.00

RESOLUTION

City of Portland, Tennessee

No. 25 – 86

A RESOLUTION TO DISSOLVE THE INDUSTRIAL PROVISION FUND OF THE CITY OF PORTLAND

WHEREAS, the City of Portland has an Industrial Provision Fund that was created for the Industrial Development Board activities; and

WHEREAS, the Industrial Development Board (IDB) was established for the purpose of promoting and developing trade, commerce, and industry in Portland and has its own Charter and Board of Directors; and

WHEREAS, the Industrial Provision Fund was created for use by the IDB and belongs to the IDB; and

WHEREAS, this fund, Industrial Provision Fund, is not under the City of Portland’s responsibility for reconciliation or reporting requirements.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the Industrial Provision Fund be dissolved.

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 – 82

A RESOLUTION TO AUTHORIZE THE CITY OF PORTLAND TO ENTER INTO AN AGREEMENT WITH PAYPOINT HR, LLC FOR A REVIEW OF THE COMPENSATION STUDY

WHEREAS, the City of Portland entered a contract with Paypoint HR for a compensation study in 2024; and

WHEREAS, Resolution 24-25 indicated that the proposal submitted by Paypoint HR included a review every two years for \$2,500; and

WHEREAS, the City of Portland hereby acknowledges the need to have a review of the compensation study performed by Paypoint HR in 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that an agreement shall hereby be entered into with Paypoint HR, LLC to do a review of the 2024 Compensation Study for \$2,500.

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 – 25

Second Reading

AN ORDINANCE CALLING FOR A REFERENDUM FOR THE PURPOSE OF INCREASING INVESTMENT IN CITY SERVICES SUCH AS PARKS ROADS AND PUBLIC SAFETY BY MAXIMIZING THE LOCAL OPTION SALES TAX BY A HALF-PENNY PER DOLLAR IN THE CITY OF PORTLAND TENNESSEE HEREBY KNOWN AS THE PORTLAND INVESTMENT ACT

WHEREAS, the City of Portland recognizes that pursuant to the authorization in T.C. A. § 67-6-701, et seq., the Local Option Revenue Act, municipalities may, upon approval of a majority of their citizens voting on the issue, levy a local option sales tax rate up to 2.75% which is an increase of a half-penny per dollar; and

WHEREAS, the present local option sales tax rate in the City of Portland within Robertson County is already 2.75% and the present local option sales tax rate in the City of Portland within Sumner County is 2.25%; and

WHEREAS, the present local option sales tax rate in the City of White House is 2.75%, in the City of Gallatin is 2.75%, in the City of Hendersonville is 2.75%, and in all of Robertson County is 2.75%; and

WHEREAS, in order to limit the burden of property owners, the Portland Investment Act seeks to fund the increasing cost for public safety, roads, and parks through a uniform local option sales tax rate within all parts of the City by increasing the current rate by a half-penny per dollar so that everyone living and doing business in the community has the opportunity to help fund these vital services; and

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Portland, Tennessee hereby approve the Portland Investment Act as follows:

Section 1. Subject to the referendum required by the Local Option Revenue Act, the local sales and use tax is hereby to be uniform within all parts of the City of Portland by increasing the current rate by a half-penny per dollar to a maximum total of 2.75%.

Section 2. The Sumner County and Robertson County Election Commissions are hereby requested to hold a referendum on whether to increase the local option sales tax as described in Section 1 above, as required by law.

Section 3. If a majority of those voting in said referendum vote for the uniform tax rate imposed by this ordinance, collection of the increased tax levied by this ordinance shall begin on the first day of the month occurring thirty (30) days after the Election Commission makes its official canvass of the election returns.

Section 5. The Tennessee Department of Revenue shall collect the additional tax imposed by this ordinance, concurrent with the collection of the state and local tax now being collected for the City of Portland, in accordance with the rules and regulations which may be amended, added, or rescinded by the Tennessee Department of Revenue.

Section 6. The Finance Director of the City of Portland is designated to receive any notice of a payment made under protest, and shall be notified of suit brought for recovery of any tax, penalty, and interest which the Tennessee Department of Revenue has collected and which is alleged by the taxpayer to be illegal or improper.

Section 7. A certified copy of this ordinance shall be transmitted to the Tennessee Department of Revenue and the Robertson County and Sumner County Election Commissions. The Voter Registrars of the respective counties are requested that the following question be placed on the May 2026 election:

Shall the Portland Investment Act (Ordinance No. 25-25) for the purpose of investing in vital City services such as parks, roads, and public safety, by increasing the City's sales tax by a half-penny per dollar be approved?

FOR the Ordinance _____
AGAINST the Ordinance _____

Section 7. This Ordinance shall take effect thirty (30) days from and after its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Tracy Kizer, City Recorder

Passed First Reading: April 21, 2025

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 25 - 84

A RESOLUTION TO PETITION THE TENNESSEE LEGISLATURE TO CONSIDER POSSIBLE LEGISLATIVE CHANGES THAT AFFECT LOCAL GOVERNMENTS

WHEREAS, As the 2026 legislative session approaches, the City of Portland feels it important to share thoughts and concerns about possible legislation that may affect the operations of local governments; and

WHEREAS, The City of Portland respectfully requests that the following items be considered in the upcoming legislative session:

- **Annexation Authority** (TCA Title 6 Chapter 51) – That the Urban Growth Boundaries be maintained with an expedited review of every 10-years instead of 20-years, and that if any other annexation approval is needed beyond the municipal legislative process that an appeals process be instituted at the state level to mediate differences between county and city.
- **County Powers Relief Act, Impact Fees, & Adequate Facilities Taxes** (TCA Title 67 Chapter 4; 2006 Public Chapter 953; TCA Title 6 Chapters 1-4,18-36) - That the 2006 legislation be changed so that all counties and cities can set a fee structure based on approved studies conducted by each governing body to help pay for growth, and that a 30% portion of impact fees be allowed to help pay for maintenance of existing items.
- **Property Reappraisals & Cost Sharing** (TCA Title 67 Chapter 5) – That property reappraisal schedules and appraisal ratios be uniform and streamlined ensuring that appraisals and data be no more than three years old, and that a clear understanding is presented as to the cost sharing each city must pay the county for their portion of reappraisals.
- **Property Tax Caps** (TCA Title 67 Chapters 1, 5) – That any cap limiting the full faith and credit of a county or city have an exemption for disaster recovery, public safety, and road projects, noting that the unintended consequences of caps will lead to higher interest rates and lower bond ratings.
- **State Shared Sales Tax** (TCA Title 67 Chapter 6) – That a phased in 3-year plan to restore the historical sales tax sharing agreement that was removed in the early 2000's by the State during a budget shortfall be adopted whereby cities and counties can have the increased revenue generated within our communities to help pay for schools, public safety, and other local needs.
- **Industrial Development Boards** (TCA Title 7 Chapter 53) – That no other IDB can abate the taxes of another local government without the approval of that local government.
- **Drive-through Carwashes** (TCA Title 67 Chapter 6) – That the loophole to exempt these businesses from local option sales tax be closed, noting that these locations take up valuable real estate that would have otherwise generated much needed revenue for public safety, parks, and road projects within city and county jurisdictions.
- **Municipal Fine Limitation** (Article VI Section 14 Tennessee Constitution) – That the limitation on municipal court fines that has been in place since 1796 be increased from \$50 max to \$500 max, so that municipal judges have the flexibility to deal with violations in a graduating manner.
- **Municipal Elections** (TCA Title 2 Chapter 13) – That municipal elections remain nonpartisan.
- **Ambulance Services** (Public Chapter 413 2025) – That municipalities be not required to share ambulance service cost with the county, noting that doing so may lead to cities either charging for, or not responding to, fire and police calls outside of their jurisdiction.

- **Residential Rental Registry** (TCA Title 66 Chapter 28) – That all local governments be granted the same opportunity as Nashville for requiring non-resident property owner registration to ensure proper notification for property maintenance issues, zoning changes, emergency and disaster contact, or other issues that may affect the health and well-being of the surrounding area.

NOW THEREFORE BE IT RESOLVED, By the Mayor and City Council of the City of Portland that this list of items be forwarded to the Tennessee Legislature for consideration; 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

ORDINANCE

City of Portland, Tennessee

No. 25 - 58

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY RESOLUTION 23-52 REQUIRING ALL MULTI-FAMILY AND DWELLING TWO FAMILY ZONING TO BE PRESENTED AS A PLANNED UNIT DEVELOPMENT

WHEREAS, In an effort to preserve the character and general welfare of the community the City Council desires that all developments be completed as presented; and

WHEREAS, the City Council has determined that a more cohesive and planned approach to high-density residential housing, including Duplexes, is necessary to ensure adequate infrastructure, open space, and design compatibility; and

WHEREAS, All rezoning request that wholly or in part contains multi-family such as RM- 1, NMU, CMU, or RMU will be required to submit a Planned Unit Development (PUD) plan of the project and the Council may request certain design elements be included in the plan; and

WHEREAS, All rezoning request that wholly or in part contains dwelling two family (Duplexes), such as R-40, R-15, R-10, R-7.5, or RM-1 will be required to submit a Planned Unit Development (PUD) plan of the project and the Council may request certain design elements be included in the plan; and building permits shall not be issued without PUD Master Plan Approval by the City Council; and

Now, THEREFORE BE IT RESOLVED, By the Mayor and City Council that all rezoning request containing multi-family and dwelling two family must be presented as a Planned Unit Development; 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: October 20, 2025
Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 25 - 61__

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND ZONING ORDINANCE SECTION 4-103 ACCESSORY OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL ACTIVITIES.

WHEREAS, the City desires to amend its parking requirements for dwelling two family developments (Duplexes); and

WHEREAS, the amendment of said Zoning Ordinance section 4-103 received final approval from the Portland Municipal Planning Commission (the "Planning Commission") on the 11th day of November, 2025 with a 6-0 vote, and

WHEREAS, the City Council finds that amending the parking requirements for duplexes will promote the public health, safety, and general welfare by balancing the need for parking with the efficient use of land.

NOW, THEREFORE BE IT 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: October 20, 2025

Passed Second Reading:

4-103 ACCESSORY OFF-STREET PARKING REQUIREMENTS FOR RESIDENTIAL ACTIVITIES

Duplex Parking Regulations: Zoning Ordinance

These regulations apply to all newly proposed properties designated with duplex (dwelling two family) uses.

1. Required Parking Spaces

- **Minimum Requirement:** Each duplex unit shall be provided with a minimum of two (2) off-street parking spaces.
- **Total Spaces Required:** For a standard duplex structure (two units), a minimum of four (4) total off-street parking spaces must be provided on the lot.
- **Secondary/Guest Parking:** An additional amount of parking shall be provided specifically for guest or overflow use, calculated as ten percent (10%) of the total number of dwelling units proposed.
 - *Calculation:* 2 units x 10% = 0.2 spaces. All fractional spaces shall be rounded up to the next whole number.
 - *Minimum Guest Spaces:* 0.2 spaces rounds up to 1 guest space.
- **Designated Use:** Required parking spaces shall be exclusively for the use of the residents and guests of the respective duplex unit.

2. Design and Dimensional Standards

- **Minimum Dimensions:**
 - Each required parking space shall have minimum clear dimensions of nine (9) feet in width and eighteen (18) feet in depth.
- **Surfacing:** All required parking spaces and access driveways shall be surfaced with a durable, dustless, and all-weather material such as asphalt, concrete, or brick. Gravel or crushed stone is prohibited.
- **Maneuvering:** All required parking spaces must be accessed from a driveway and shall be designed to allow vehicles to enter and exit the street in a forward motion (e.g., no backing out directly onto an arterial or collector road).

RESOLUTION

City of Portland, Tennessee

No. 25 - 87

A RESOLUTION REQUIRING ALL PROJECTS AND PERMITS TO HAVE DIGITAL SUBMISSIONS FOR BETTER TRACKING AND REVIEW

WHEREAS, The City has been updating and expanding its online presence to streamline projects and permits; and

WHEREAS, Ordinance No. 20-11 approved the first online digital plan review software for the city, and various other online scheduling and permit applications are now available or soon will be available; and

WHEREAS, The following projects and permits will require digital submissions through online portals and web-based forms:

- All professionally licensed stamped plans relating to Subdivisions, Commercial, Industrial, or any Planned Unit Development projects shall be submitted through the online project review portal by the licensed professional overseeing the project.
- All applications requesting rezoning, annexation, or a zoning variance shall be submitted through the online project review portal.
- All other permits will be required to have digital submissions as new online portals and forms become available.

NOW THEREFORE BE IT RESOLVED, By the Mayor and City Council of the City of Portland that all projects and permits require digital submissions; 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

RESOLUTION

City of Portland, Tennessee

No. 25 – 83

A RESOLUTION AUTHORIZING THE ADOPTION OF THE UPDATED TOWING POLICY IN ITS ENTIRETY FOR THE PORTLAND POLICE DEPARTMENT

WHEREAS, The City of Portland deems it necessary to adopt the updated Towing Policy for the Portland Police Department in its entirety (see Addendum A); and

WHEREAS, the updated Towing Policy will establish a Primary and Secondary rotation list with wrecker services wishing to be included on the Portland Police Department’s call list; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the updated Towing Policy be adopted in its entirety for the Portland Police Department; 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

**PORTLAND POLICE DEPARTMENT
ADMINISTRATION/OPERATIONS MANUAL**

CHAPTER	POLICY NUMBER
14-TRAFFIC ANCILLARY SERVICES	14.5B
	ISSUE DATE
	TBD
SUBJECT	REVISION DATE
TOWING SERVICE CONTRACTS / WRECKER SERVICES CONTRACTS	TOTAL PAGES
	11

A. Towing Service Contracts

Wrecker services wishing to be included on the Department’s call list must submit a written request to the Portland Police Department.

It will be the policy of this Department to utilize only those wrecker services whose equipment, procedures, and services meet the minimum requirements established by this policy. It is also the policy of this Department that employees shall remain impartial when involved in requesting or otherwise using wrecker services.

The department will maintain two categories of wrecker services: **Primary** and **Secondary**.

Primary Wrecker Services will serve as the main rotation for Portland Police Department. To qualify as a Primary Wrecker Service, a business must have both a **Portland, Tennessee business address and a tow lot located within Portland, Tennessee.**

Secondary Wrecker Services will be contacted only when all Primary Wrecker Services are unavailable. To qualify as a Secondary Wrecker Service, a business must be located within the State of Tennessee and tow lot no farther **than 10 (Ten) miles outside Portland city limits.**

All Secondary Wrecker Services must comply with all rules and requirements outlined in the policy.

B. Dispatching Procedures

No employee of this Department will promote, infer, solicit, or suggest, any wrecker service or company to the affected parties.

Employees will, where possible and practical, inquire of the party or parties needing wrecker service if they prefer a particular wrecker service. Upon owner's/operator's request for a preferred wrecker, the officer(s) will notify Communications of such request. The preferred wrecker will be dispatched except as follows:

1. In case of extreme emergency, the nearest wrecker will be called,
2. When traffic conditions are such that immediate removal of the damaged vehicle is necessary for the expeditious flow of traffic, and the preferred wrecker is based at a location of such considerable distance from the scene to make it impractical to wait for its arrival, and/or
3. Expedient wrecker service is also required on occasions when an injured person is pinned in the wreckage or when the danger of fire or explosion is evident.

When affected parties do not request or favor a particular wrecker, the officer will inform Communications to contact the next scheduled wrecker on rotation, giving location, number, and class wreckers needed.

Officers of the Department needing wreckers for any reason not listed will call Communications and will request the scheduled wrecker, giving location, number, and class wrecker needed.

Wrecker Service Dispatch Procedure

1. Primary Rotation

Dispatch shall contact wrecker services according to the established primary rotation list.

2. Secondary Rotation

If all primary wrecker services are unavailable, dispatch shall proceed to the secondary rotation list.

3. Documentation

Dispatch shall document all dispatching actions and selections in the Computer-Aided Dispatch (CAD) system or wrecker call log.

C. Call List

Any wrecker service meeting the following requirements will be placed on a rotational call list that will be maintained by Communications. Rotation will occur on a call-by-call basis. In the event two wreckers are needed at the same time and the wrecker service on call can accommodate both requests, that wrecker service will be used if the on-call wrecker can complete the task in a timely manner. If the current circumstances are such that another wrecker is needed, the next regular wrecker on the list will be called.

A special request will always be honored provided that it causes no problem with impeding the flow of traffic or other safety hazards do not exist.

D. Application

Wrecker services wishing to have their service included on the Department's call list will submit a written request to the Police Department.

Wrecker service owners or operators who have been convicted of a felony of any kind within the past ten years from the date of their applications will not be allowed on the call list. Owner and operator will include any person owning a majority interest in any business entity.

Any wrecker service utilized by the Department will be properly licensed and insured. The insurance must be sufficient to compensate for any loss or damage to property entrusted to the service.

Liability coverage must be equal to the minimum amounts below. Insurance coverage may be provided in a single policy or separate split policies. Regardless of the type of policy or policies, the total amount of coverage must equal those amounts listed below, per incident:

1. Minimum vehicle liability amounts:

a. Class A and D	\$300,000
b. Class B	\$500,000
c. Class C	\$750,000

2. Minimum garage keeper's liability policy:

a. Class A and D	\$75,000
b. Class B	\$150,000
c. Class C	\$200,000

3. Minimum on hook coverage:

a. Class A and D	\$75,000
b. Class B	\$150,000
c. Class C	\$200,000

The wrecker and wrecker service must meet equipment, insurance, and service requirements as described in this policy. Compliance with this policy must be verified by an on-site inspection by the Department before being placed on the Departmental call list.

E. Annual Renewal

Each wrecker service must be renewed annually with the following required documentation:

- **Written request to stay on the rotation including acknowledgement that they understand the rules and terms.**
- **A Current Certificate of Insurance**
- **The current tow and storage lot rates**
- **The full names, birth dates, and valid driver's license numbers of all owners and operators.**

*** Any information provided that is false or omitted from request, the service will be dropped from rotation, pending the Chief of Police approval to be re-added***

This information must be on file with the Department on or before June 1 (first) of each year. Failure to meet this requirement will result in the immediate removal of the wrecker service from the call list. The service will not be reconsidered for inclusion until full compliance is achieved.

Once a wrecker service is approved for participation with the Portland Police Department, annual resubmission of the above documents between March 1 (first) and June 1 (first) will be the responsibility of the wrecker service.

If a wrecker service fails to resubmit the required documentation by June 1 (first), it will be removed from the rotation list. Reinstatement to the rotation will be determined at the discretion of the Chief of Police or their designee.

Certificates of insurance must be submitted to the Chief of Police or their designee immediately if any insurance policies are canceled or modified in any way during the contract period.

F. Inspection

The Chief of Police, or designee, will ensure that all wrecker service and storage facilities are inspected annually prior to June 1 (first). This requirement may be waived if there have been no changes in equipment or storage facilities since the previous service year (June 2 to June 1)

The Chief of Police, or designee will inspect or cause the inspection of any wrecker service whenever circumstances warrant an inspection. Any wrecker service that fails to meet all requirements will be suspended immediately as determined by the Chief of Police, or designee.

G. Storage Facilities

The wrecker service must be equipped to provide a lot or building for proper and safe storage and the lot or building must be in close proximity to the wrecker service and be secured by a fence or natural barrier sufficient to deter trespassing or vandalism. Additionally, the storage facility must be staffed, or available for access, between 0800 hours and 1700 hours,

Monday thru Friday, excluding legal holidays. The wrecker service will be responsible for the storage, safekeeping, and prevention of vandalism of all vehicles and contents towed for this Department.

The wrecker service will also maintain records of all vehicles that are requested to be towed by this Department.

H. Wrecker Service Responsibilities and Procedures

Tow trucks will be available for immediate response twenty-four hours a day. The wrecker service must respond within a reasonable length of time, (30 min), or the next scheduled wrecker will be called, resulting in the first wrecker losing its position in the rotation. If the wrecker called by Communications is not on the scene within 30 minutes of the initial call, another wrecker service will be contacted by Communications.

Every wrecker service utilized by this Department will have a 24-hour dispatcher on duty at the wrecker service. The wrecker service dispatcher will be prepared to immediately mobilize other required vehicles to the scene. The responding wrecker must be one displaying the firm's name as called by Communications. Services cannot refer a call to another company or substitute another company's wrecker in cases of emergency, for example, temporary rental/use of another wrecker while the service's wrecker is being repaired. The Department must be notified seventy-two hours in advance of this exception being permitted.

If, for any reason, the wrecker service dispatcher foresees a delay in responding to a call, he/she will immediately advise Communications so that another service may be called.

Current tow and storage rates will be posted in a conspicuous place at the wrecker service location and these rates will be on file with the Chief of Police, or designee.

Any change of rates will be forwarded to the Chief of Police, or designee no later than ten days prior to the proposed change.

The vehicle owner/operator will be responsible for payment of towing and related service/storage fees.

Wrecker service operators agree not to perform repair work on a "tow-in" without the owner's written request.

Hold orders placed by the Department on vehicles stored for any reason will be honored by the wrecker service. Otherwise, the "tow-in" will be released at the owner's request after proof of ownership is established and the necessary financial transactions between vehicle owner and wrecker service are completed.

Calls received by the wrecker service directly from vehicle owners will be cleared through the Department before any vehicle is moved at the scene of a property damage or personal injury accident.

No wrecker will remove a wrecked vehicle without it being investigated by this Department or other appropriate law enforcement agency.

No officer will allow any wrecker driver to hook to a vehicle if the smell of beer or other intoxicating beverage is present on the driver, nor if the officer has reason to believe the wrecker driver is under the influence of narcotics or medication that might hamper his/her ability to safely handle the wrecker call.

Soliciting at the scene by the owner, operator, or representative, of any wrecker concern is prohibited.

Amber lights may be used by the wrecker service proceeding to the scene and must be used at the scene and when towing from the scene.

When calls are received where heavy duty equipment is needed, it may be necessary to go off the rotation list and call a wrecker service that specializes in heavy duty or large equipment.

All wreckers are prohibited from "chasing" or "running wrecks" without a bona fide call from Communications or request from the owner of the damaged vehicle.

If a wrecker operator desires to be off duty for any length of time, he/she will not lose his/her place on the call list if he/she notifies the Department beforehand.

When he/she returns and notifies the Department of availability, he/she will be placed back on the rotating list.

A wrecker operator who fails to answer a call will lose the specified call. If three calls are missed, an investigation will be made by the Department and suspension or removal from the call list will be considered. An operator who refuses a call without just reason may be removed from the call list.

When two cars are involved and two wreckers are called:

1. The first wrecker arriving at the scene will tow the car causing the greatest traffic hazard that will be determined by the officer.
2. If a requested wrecker is first, he/she will help remove vehicles causing traffic hazards from the roadway, then pick up his/her requested tow. If there is an accident involving more than one vehicle, the on-call wrecker service may remove both vehicles, so long as there is no danger to the public, traffic, or the officers working the accident. In the interest of safety to the public and clearing the roadway in an expedient manner, more than one wrecker service will be called if the initial wrecker called to the scene is not equipped to handle the prevailing circumstances. Requests for additional wreckers will follow the rotation list unless exigent circumstances exist that dictate the utilization of other alternatives to alleviate the existing conditions.

All wrecker service operators are expected to be familiar and comply with the traffic laws of the State of Tennessee and the City of Portland. Wrecker services will abide by all rules and regulations of the Tennessee Department of Safety. Failure to meet any federal, state, or local safety or operational requirements will prevent placing a wrecker service on the Department call list. Violation of any of these requirements or regulations may be cause for suspension or removal from the Department call list after an investigation is made by this Department.

The Department will investigate all complaints of services and/or charges. This policy should not be construed as to conflict with local, state or federal law.

I. Complaint Investigation Policy

1. Investigation of complaints
The Department will investigate all complaints regarding wrecker services and/or associated charges.

2. Legal Compliance

This policy shall not be construed to conflict with any local, state, or federal laws or regulations.

3. Submission of Complaints

All complaints must be submitted within thirty (30) days of the occurrence.

4. False Complaints

The submission of false complaint may result in the wrecker service being dismissed from the rotation list.

If any wrecker service on-call does not answer the phone after six rings, the dispatcher may call another wrecker service in their place and the initial wrecker service will lose its call. Also, if a wrecker service does not respond to a page within five minutes of the page being placed, the next scheduled wrecker service will be contacted.

Any officer who calls for a wrecker shall have the authority to cancel the wrecker prior to or immediately after the wrecker's arrival on the scene and no fee will be collected by the wrecker service from the City of Portland.

However, if a citizen requests a wrecker and it arrives on the scene before the citizen has requested it to be canceled, the service can collect a fee from that citizen.

The Chief of Police, or designee may remove from the call list any service whose tow rates are excessive when compared to other services providing the same services in the same general area. The wrecker service may appeal to the Mayor or his/her designee.

It is the wrecker company's responsibility to see that the Department has their correct telephone numbers at the office, after hours number, pager number, cellular phone number, a list of what hours to call the office, and who to call after the office is closed.

J. General Regulations

Owners will not be permitted to operate equipment under more than one company name out of the same location.

No service will be placed on the Department call list that is owned or operated by another person or company that is already on the list. The Department will investigate all complaints of services and/or unfair charges.

1. Any valid complaints will result in suspension of towing privileges for a period determined by the Chief of Police, or designee or removal from call list.
2. Owners/operators of services will be advised in writing of suspension or removal by the Chief of Police, or designee.
3. Any operator or owner that is convicted of any criminal activity arising out of or any way involving the operation of the service will be subject to suspension or removal from the call list as determined by the Chief of Police, or designee.
4. The wrecker services may appeal any removal or suspension to the Mayor or his/ her designee.

K. Wrecker Equipment Regulations

It is preferred, but not required, that a wrecker service has at least two units capable of highly efficient performance, which are also capable of responding to the scene of an accident. At least one amber colored light shall be mounted on top of the wrecker. All emergency flashers and directional lights showing to the front must be amber in color. The wrecker service shall have the name of the wrecker service permanently affixed and or painted letters identifying the wrecker service. No magnetic signs bearing the name of any wrecker service will be permitted.

The following additional equipment is required:

1. At least one heavy-duty push broom,
2. Floor lights on hoist to illuminate the scene at night,
3. One shovel,

4. One axe,
5. One pinch bar, pry bar, or crowbar,
6. One set of bolt cutters,
7. Oil dry mixture, and
8. Minimum of one twenty-pound class ABC Underwriter Laboratory approved fire extinguisher.

Sirens on wreckers or service trucks are prohibited.

It is the responsibility of any wrecker operator to remove such debris from the street or parking lot pursuant to Tennessee Code Annotated.

ORDINANCE

City of Portland, Tennessee

No. 25 - 62

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH UNIFIED DISPOSAL PARTNERS (UDP) TO PROVIDE ROLL OFF DUMPSTER HAULING AND SERVICES TO THE CITY OF PORTLAND

WHEREAS,

The City of Portland opened and read aloud sealed bids for the Dumpster Hauling Services Contract on Wednesday November 19, 2025 at 2:01 pm.; and

WHEREAS,

the City reviewed and determined that the lowest bid was submitted by Unified Disposal Partners (UDP); and

WHEREAS,

The Contract has a three-year initial term running from January 6, 2026 to December 30, 2028 followed by two (2) one (1) - year renewal options; and

WHEREAS, The City will utilize UDP as 1st option for pickup and will utilize SA Recycling as a secondary source if UDP cannot fulfill the initial requested pickup; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the Rolloff Dumpster Services Contract with Unified Disposal Partners (UDP) to provide dumpster hauling services for 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:

**City of Portland Dumpster Hauling
Bid Opening Results Nov. 19, 2025**

Bid Sheet Vendor **S A Recycling**

Cost Description:	2026	2027	2028	2029	2030
Haul Fee per Dumpster	\$275.00	\$275.00	\$300.00	\$300.00	\$300.00
Haul Fee shall include minimum 30-yard dumpster, fuel, and round-trip delivery to transfer station					
DO NOT include tipping fees in Haul Cost					
Average Cost for 5 years	\$290.00				

Bid Sheet Vendor **UDP Tn Hauling**

Cost Description:	2026	2027	2028	2029	2030
Haul Fee per Dumpster	\$235.00	\$242.05	\$249.31	\$256.93	\$269.77
Haul Fee shall include minimum 30-yard dumpster, fuel, and round-trip delivery to transfer station					
DO NOT include tipping fees in Haul Cost					
Average Cost for 5 years	\$250.61				

RESOLUTION

City of Portland, Tennessee

No. 25 – 85

A RESOLUTION TO APPROVE CHANGE ORDER #1 IN THE INCREASED AMOUNT OF \$23,901.00 WITH CUMBERLAND PIPELINE, LLC FOR THE SUMNER COUNTY REGIONAL TRANSMISSION MAIN

WHEREAS, the City of Portland has approved the original contract amount of \$11,275,645 with Cumberland Pipeline for the Sumner County Regional Transmission Main; and

WHEREAS, the change order includes all items pertinent to the hydraulic modifications required to upsize the main to a 16 inch, including a resized pump station, removal of check valves, installation of a new flow control vault, and upsizing of the proposed Pump Station on Old Hwy 52. This change order will also include an altitude valve and vault at the Oak Grove Tank. This change order will not change the contract time; and

WHEREAS, Change Order #1 revises the contract:

- Original Contract Total Amount \$11,275,645.00
- Change Order No 1 Total \$23,901.00
- Adjusted Contract Total Amt \$11,299,546.00

WHEREAS, Change Order #1 shall increase the contract amount by \$23,901.00, which shall adjust the contract amount to \$11,299,546; and

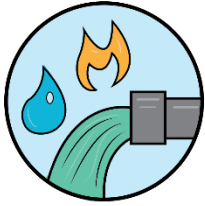
NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland approves the acceptance of the Change Order #1 for the items stated above in the increased amount of \$23,901.00 with Cumberland Pipeline, LLC. for the Sumner County Regional Transmission Main; and

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 _____



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

BRYAN PRICE – UTILITIES DIRECTOR

100 SOUTH RUSSELL ST.

PORTLAND, TENNESSEE 37148

Telephone (615) 323-1437

Email Address: bprice@cityofportlandtn.gov

11/19/2025

Re: **2026 METER REPLACEMENT PROGRAM**

5/8" x 3/4" Kamstrup Meters	5,000	\$1,073,350
Itron 500W	5,000	\$775,000
G&C Supply Co	\$75 per meter	\$375,000
TOTAL COST...		\$2,223,350

According to the Business Office approximately 1,000 meters are not sending a signal and must be read manually. The Water Dept has currently installed approximately 2,650 Kamstrup meters with Itrons since 2020. The meters are going out faster than the Water Dept can replace them. According to the Business Office approximately 5,000 residential meters still need to be replaced with Kamstrup meters and Itrons.

The Meter Base Fee is budgeted to generate \$440,000 of revenue in FY 2026. Replacing all meters can be accomplished without a rate increase. Use the Meter Base Fee Revenue to pay the annual debt service for a loan.

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

Sincerely,

Bryan S. Price, P.E.

Portland Utilities Director