



**BOARD OF MAYOR AND ALDERMEN
Portland City Hall - Council Chambers
100 South Russell St. Room 111
AGENDA for February 2, 2026**

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. 26-01 – Second Reading — An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 25-27 for the fiscal year beginning July 1, 2025, and ending June 30, 2026.
- B.** Ordinance No. 25-61 –Second Reading - An Ordinance to amend the City of Portland Zoning Ordinance Section 4-103 accessory off-street parking requirements for residential activities.

8. Communications from Council Members

9. Mayor’s Report

10. Consent Calendar

- A.** Resolution No. 26-03 - A Resolution to re-appoint Ted Jernigan to the Portland Municipal Planning Commission.
- B.** Resolution No. 26-11 - A resolution to appoint Chraig Patel to the Portland Municipal Planning Commission.
- C.** Department Reports
- D.** Minutes from January 5, 2026 Meeting

11. Community Development – Vice-Mayor Megann Thompson

- A.** Resolution No. 26-04 - A Resolution of the city of Portland, Tennessee, to repeal and replace Resolution 24-89, guidelines for Economic Incentives and to authorize the Industrial Development Board of The City of Portland to negotiate tax incentives.

12. Finance – Alderman Vince Ellis

- A.** Ordinance No. 26-01 – Second Reading — An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 25-27 for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

- B. Resolution No. 26-05 - A Resolution accepting the best proposal for General Contractor Consulting Services for The City of Portland, Tennessee.
- C. Resolution No. 26-06 - A Resolution accepting the best proposal for Electrical Consultant Services for the City of Portland, Tennessee.

13. Fire Department – Alderman Jody McDowell

- A. Resolution No. 26-07 - A Resolution to request proposals for an Emergency Warning System within parts of the city
- B. Resolution No. 26-08 - A Resolution to select the best fireworks display proposal for the 2026 and 2027 Middle Tennessee Strawberry Festival.

14. Human Resources – Alderman Vince Ellis

15. Legislative – Mayor Mike Callis

- A. Resolution No. 26-09 - A Resolution for February 2026 to honor the principles and ideals that makes America the greatest nation on Earth as we celebrate the 250th Anniversary of these United States
- B. Ordinance No. 26-02 – First Reading — An Ordinance to repeal and replace Ordinance no. 20-19 and to surplus and sell at public auction a residential lot on Strawberry Street.
- C. Ordinance No. 26-03 - First Reading — An Ordinance to surplus and sell at auction approximately 127 acres in multiple parcels with the proceeds to be used for the Wastewater Consent Order.

16. Municipal Airport – Alderman Mike Hall

- A. Ordinance No. 26-04 - First Reading — An Ordinance authorizing the acceptance of the best bid for Portland Municipal Airport Roof Project.

17. Parks & Recreation – Alderman Brian Woodall

- A. Discussion - Park Grant

18. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 25-61 –Second Reading - An Ordinance to amend the City of Portland Zoning Ordinance Section 4-103 accessory off-street parking requirements for residential activities.

19. Police Department – Alderman Drew Jennings

- A. Ordinance No. 26-06 – First Reading – An Ordinance to purchase 0.08+/- acres adjacent to the City of Portland Police Department.

20. Public Works – Alderman Brian Woodall

- A. Resolution No. 26-10 - A Resolution to rescind Resolution 25-51 and replace with this Resolution authorizing the Mayor to enter into an agreement with a qualified contractor for the construction of a Regional Detention Basin on Airport Road.

- B.** Resolution No. 26-12 - A Resolution to install traffic calming measures on Strawberry Street based on the recommendation of the traffic study.
- C.** Ordinance No. 26-07 - First Reading – An Ordinance to repeal and replace in its entirety ordinance number 18-19 title 17 of the city of Portland Municipal Code.

21. Utility Infrastructure – Alderman Charles Cole

- A.** Ordinance No. 26-05 - First Reading – An Ordinance to authorize the mayor to enter into a Developer’s Agreement with Joey Rollins for the water improvements to install a new six (6) inch water main throughout the Harper Road Subdivision, located at 0 Harper Road, in Portland, Tennessee.
- B.** Resolution No. 26-13- A Resolution authorizing Barge Design Solutions Inc. to perform professional on-call services for engineering and certain task orders as needed.
- C.** Resolution No. 26-14 — A Resolution authorizing professional engineering services for the EPA Administrative Order on consent to meet required deadlines for the Sanitary Sewer Evaluation Survey.

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 26 - 01

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 25-27 FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Section 1. The budget amendment is as follows:

GENERAL FUND:

Animal Control	\$20,000	Salaries	110-42100-110	Increase salary expense for certified officer
Animal Control	\$5,900	Vehicle Expense	110-44143-261	Convert truck to patrol for AC Officer
Animal Control	\$9,900	Building Maintenance	110-44143-266	AC Units
General	\$25,000	America 250	110-41000-733	America 250
Hwy & Streets	\$12,000	Software	110-43100-255	Paving software
Hwy & Streets	\$5,700	Professional Services	110-43100-259	Traffic Engineer (Strawberry Street)
Golf	\$10,000	Capital Equipment	110-44450-940	Mower -
Parks	\$41,000	Capital Improvements	110-44700-940	ADA Sidewalk at Football Field
Parks	\$25,000	Capital Improvements	110-44700-940	Concession Stand Football Field
Planning	\$19,000	Professional Services	110-41670-259	Preserving Portland (Carry over-last year)
Police	\$40,000	Technology	110-42100-248	Axon contract renewal/Flock Safety
Police	\$6,700	Small Items of Equipment	110-42100-324	THSO Grant - Lidar, Radar
Police	\$29,000	Project - Police Building	110-44152-976	Brick Police Dept
Police	\$7,500	Software/Data Processing	110-42100-255	Software for Flock cameras
Police	\$60,233	Capital Outlay	110-42100-940	Police Car - Donated by Shoals
Police	\$15,000	Purchase of Land	110-42100-940	Piece of parcel behind PD
Fire	\$5,000	Technology	110-42100-248	Grant for iPads
TOTAL	\$336,933			

Revenues:

	\$60,233	Donation for Police Car	110-36700	Donation by Shoals
	\$5,000	Grant - Fire	110-38103	Grant for iPads
TOTAL	\$65,233			

DRUG FUND:

Revenue		Grant for K-9		\$7,500
Expense		K-9		\$14,000

IMPACT FEE FUND:

Expenses

Impact Fund - Police	\$79,000	Capital Equipment	128-42100-940	Police Car, Tactical Training (Training- carry over)
Impact Fund - Park	\$6,100	Small Items of Equipment	128-44700-324	Luman Projector
TOTAL	\$85,100			

SANITATION FUND:

Sanitation **\$19,500** Capital Improvements 122-43200-940

WATER/SEWER FUND

Expenses:

Sewer	\$375,000	Professional Services	413-52200-259	Flow monitoring (100,000, CCTV 275,000)
Sewer Projects	\$400,000	Richland Park Sewer	413-52116-995	Richland Pump Station, North Street and S. Russell
Water Projects	\$400,000	Water Resouce Protection Grant	413-52116-992	Part of our \$750,000 match
Water Projects	\$96,000	2" service line replacement	413-52116-993	Unexpected Expense
Sewer Projects	\$160,000	Manhole Rehab	413-52116-996	Repair of 24 leaking manholes
Sewer Projects	-\$600,000	Demase St Sewer	413-52116-951	Credit to budget-using for manhole rehab and CCTV
TOTAL	\$831,000			and flow monitoring

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: January 5, 2026
 Portland Leader: January 14, 2026
 Public Hearing; February 2, 2026
 Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 25 - 61

Second 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: December 1, 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. 26 – 03

A RESOLUTION TO RE-APPOINT MEMBERS TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

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

WHEREAS, Ted Jernigan have expressed an interest in serving on the Portland Municipal Planning Commission and as a resident of the City of Portland is qualified to serve on said Commission as municipal representative; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Ted Jernigan are hereby re-appointed to fill the (3) year term that will expire March 6, 2029, effective immediately; 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 .

RESOLUTION

City of Portland, Tennessee

No. 26 – 11

A RESOLUTION TO APPOINT CHIRAG PATEL TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

WHEREAS, The Portland Municipal Planning Commission is governed by the TCA and provides that the Mayor appoint members; and

WHEREAS, current Municipal Planning Commission member Ty Crowder serving as the Mayor designee has resigned from the board; and

WHEREAS, Chirag Patel has expressed an interest in serving on the Portland Municipal Planning Commission and as a resident of the City of Portland is qualified to serve on said Commission as municipal representative: and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that Chirag Patel is appointed to fill the remainder of the term previously being filled by Ty Crowder, effective immediately; 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

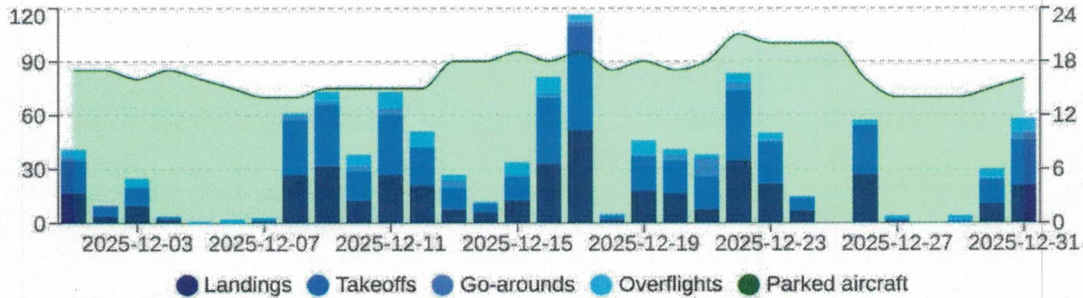
Approved this day of

Douglas Hunter Field | Runway Operations Report

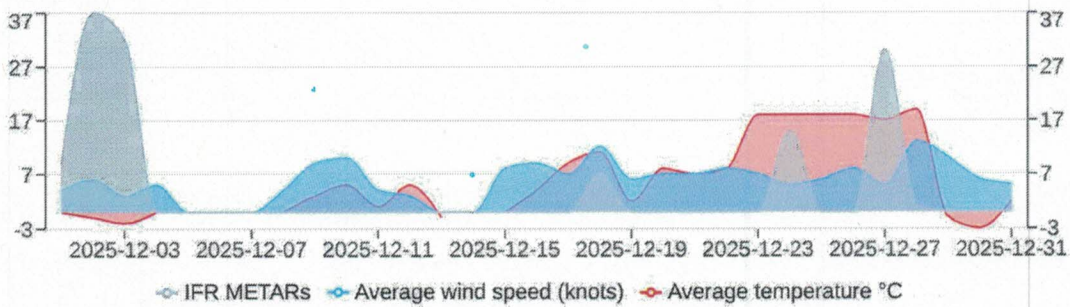
Report Date Range: 12/2025
 Report creation date: 01/22/2026 05:53
 Generated by: dhunter@cityofportlandtn.gov

Total Operations	Landings	Takeoffs	Go-Arounds	Overflights
1,083	435	487	49	112

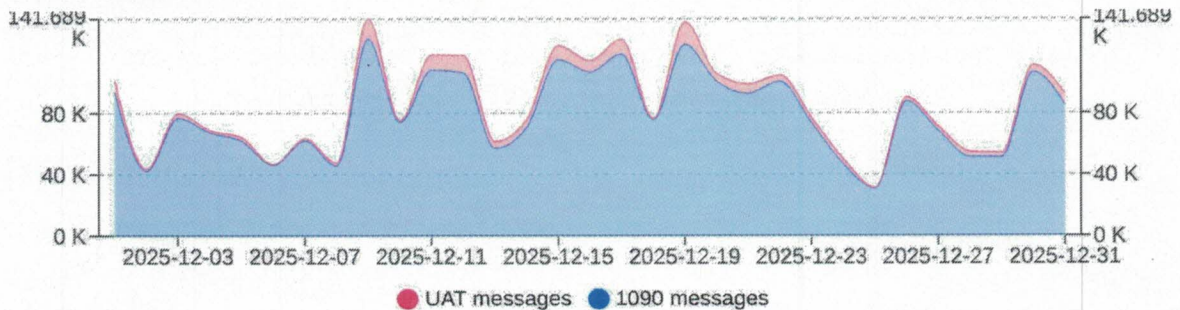
Operations by Day



Weather Conditions



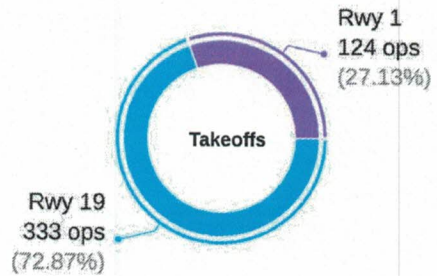
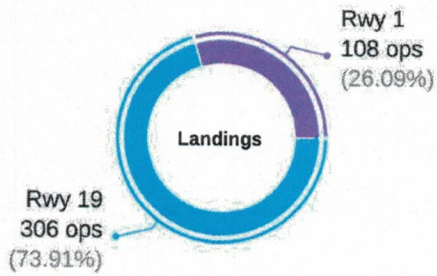
Receiver health



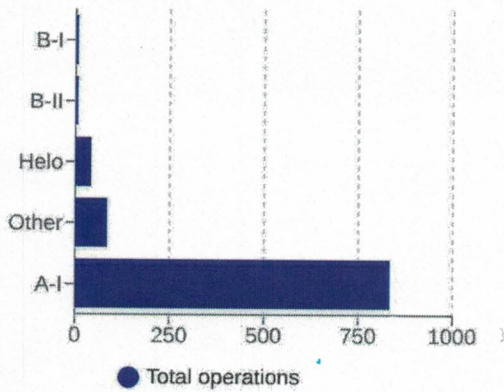
Douglas Hunter Field | Runway Operations Report

Report Date Range: 12/2025

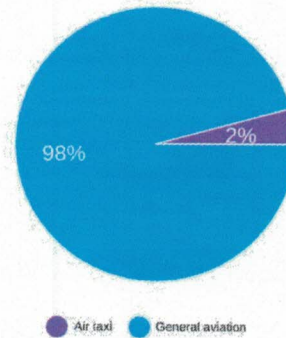
Operations by Runway



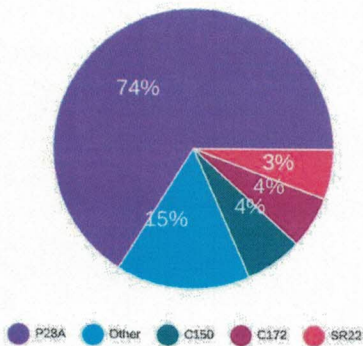
Operations by Category



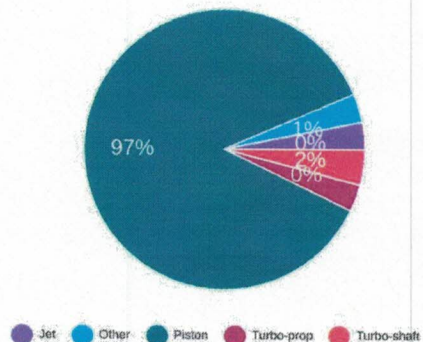
Operations by Type



Top Aircraft Types



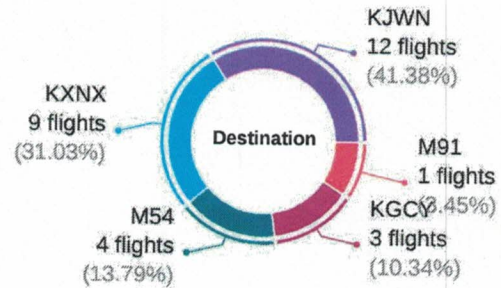
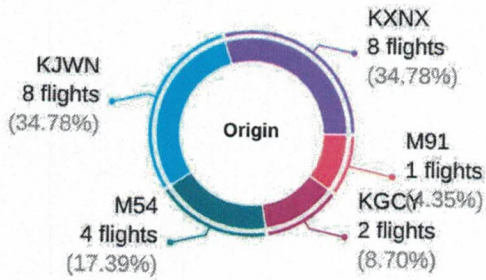
Operations by Engine Type



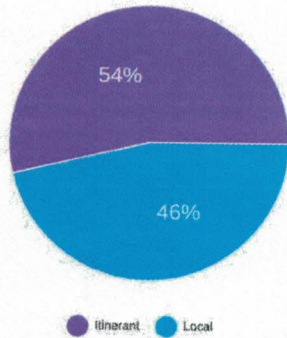
Douglas Hunter Field | Runway Operations Report

Report Date Range: 12/2025

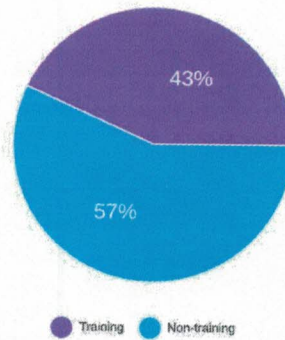
Top Airports



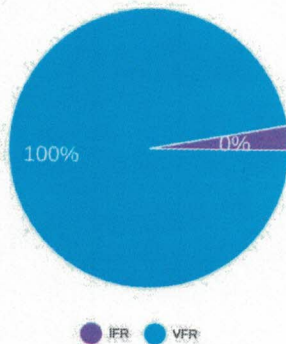
Local vs Itinerant Flights



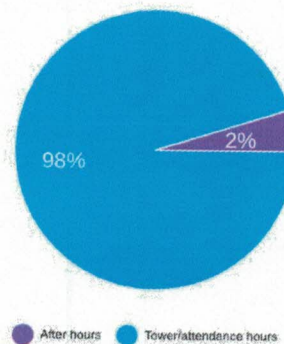
Training Operations



IFR vs VFR Flights



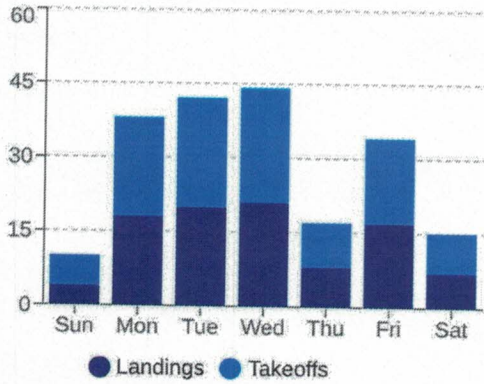
After Hours Operations



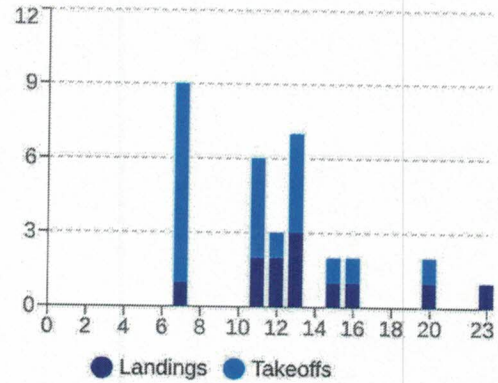
Douglas Hunter Field | Runway Operations Report

Report Date Range: 12/2025

Operations by Day of Week

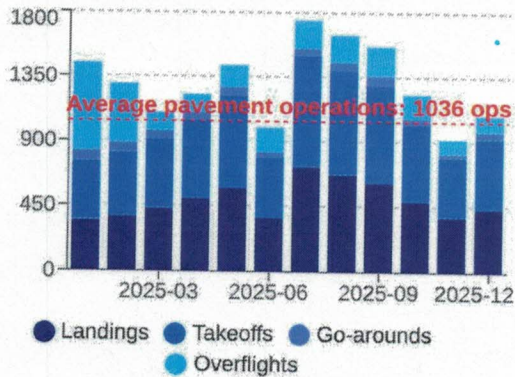


Operations by Hour



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	2025-12-17 (W)	110	12
6	2023-04-11 (T)	105	13
7	2023-09-13 (W)	103	15
8	2024-09-11 (W)	101	18
9	2025-05-29 (T)	100	8
10	2025-07-09 (W)	99	5

Sales Summarized by Product

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

Created on (UTC):

Terminal: M4000-4001275

Start Date: 12/1/2025

End Date: 12/31/2025

Name	Total Amount	Total Units	Total Count
100 LL	\$8527.83	1814.430	90
Jet A	\$3917.73	911.100	11

Running Totals		
Number of Sales: 101	Sale Total: \$12445.56	Units Total: 2725.530 Gallons

Fuel Reports for December 2025

BUSINESS OFFICE MONTHLY REPORT

DECEMBER 2025

Total Payments Received	9,896	\$4,880,424
Utility Bills Processed	10,451	\$183,572
Total Service Orders Processed	203	

Total Customers by Service	
Water	8537
Sewer	4806
Gas	5384
Sanitation	4935
Stormwater	5187

New Service Connect/Disconnect	
Water Disconnected	106
Water Connected	61
Gas Disconnected	47
Gas Connected	30

Taps Sold Dec 2025		Taps Sold YTD 2025	
Gas	4	Gas	71
Water	10	Water	197
Sewer	6	Sewer	134

Leak Adjustments Processed	26
Pool Adjustments Processed	2

Property Taxes Processed	
Bills Processed	3117
Amount Received	\$2,506,691
Property Taxes Collected YTD	
2022	99.5%
2023	99.6%
2024	97.9%
2025	46.5%
Tax Relief	
New & Existing Applicants YTD	226
Submitted to State Nov 2025	67
Payment Approved Nov 2025	23

Municipal Court Findings	
Citations Suspended	10
Citations Dismissed	22
Defendants Found Guilty	110
Defendants Given Traffic Class	31

Business Licenses	
Active Licenses	678
New Licenses	1
Renewed Licenses	13
Active Food Vendors	19

Building Codes - DECEMBER - 2025 Report

Permit Type	Monthly Permits Issued	Amount	YTD Permits Issued
Residential Building	9	\$12,957.07	98
Commercial	1	\$405.00	10
Industrial	0	\$0.00	17
Plan Review	12	\$1,130.15	161
Stand Alone Building	3	\$691.82	41
Fire Alarm/Fire Sprinkler	0	\$0.00	8
Plumbing	5	\$761.90	105
Mechanical	13	\$2,175.40	133
Use & Occupancy	1	\$115.00	7
Swimming Pool	2	\$580.00	14
Demolition	2	\$380.00	10
Fire Works	0	\$0.00	7
Moving	1	\$1,315.00	2
Total	49	\$20,511.34	613

Impact Fees Collected - DECEMBER - 2025

Parks	\$8,059.50
Police	\$4,259.25
Fire	\$9,747.00
Total	\$22,065.75

General Fund - YTD Totals

\$664,278.54

General Fund - Fiscal YTD

\$237,170.85

Impact Fees - YTD

Parks - \$ 81,338.25

Police - \$ 83395.91

Fire - \$227,581.43

Impact Fees - Fiscal YTD

\$48,629.25

\$36,085.91

\$86,805.43

DECEMBER - Inspections

Commercial	35
Residential	106
Industrial	3
Totals	144

Inspections - Totals YTD

332
1183
107
1622

Economic Development

2025 December Report

Commercial

Developer Meetings 3
Outreach calls 4
Retail Calls 2
Retail Coach update
Meeting with Prospect 2

Industrial IDB

Robertson County IDB Meeting
Kirby Site Visit new construction
International Hanger Site visit
CSX Meeting with Prospect
IDB Meeting 1

MISC

Portland OneUT Day tour with UT Industrial Services
Contract Signing IDB PILOT 2
Board Meetings Chamber, OHCU
TVA Calls 1
Calls with ECD State 1
City Council meetings 1

Community

Chamber Networking Lunch

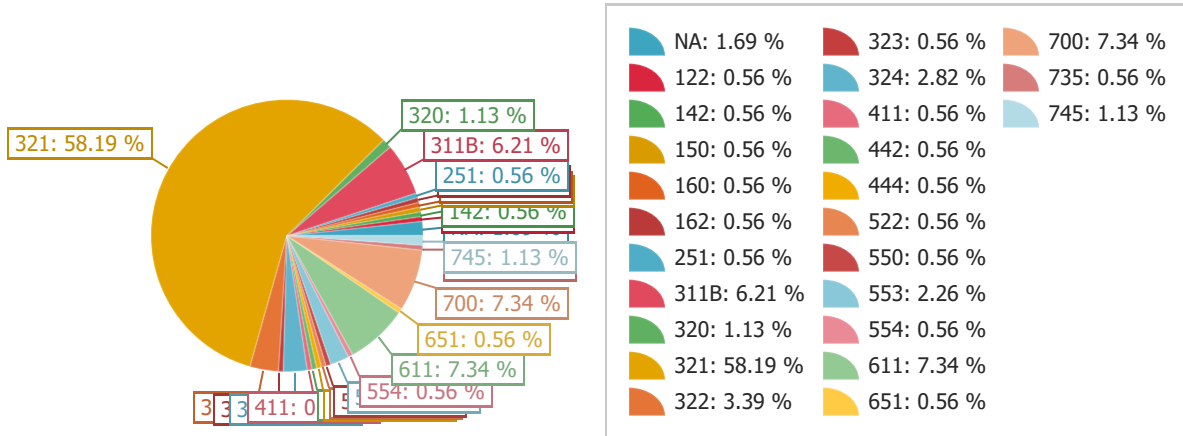


Portland Fire Department

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	3	1.69%
122 - Fire in motor home, camper, recreational vehicle	1	0.56%
142 - Brush or brush-and-grass mixture fire	1	0.56%
150 - Outside rubbish fire, other	1	0.56%
160 - Special outside fire, other	1	0.56%
162 - Outside equipment fire	1	0.56%
251 - Excessive heat, scorch burns with no ignition	1	0.56%
311B - Public Assist	11	6.21%
320 - Emergency medical service incident, other	2	1.13%
321 - EMS call, excluding vehicle accident with injury	103	58.19%
322 - Motor vehicle accident with injuries	6	3.39%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.56%
324 - Motor vehicle accident with no injuries.	5	2.82%
411 - Gasoline or other flammable liquid spill	1	0.56%
442 - Overheated motor	1	0.56%
444 - Power line down	1	0.56%
522 - Water or steam leak	1	0.56%

Incident Type	Total Incidents	Percent
550 - Public service assistance, other	1	0.56%
553 - Public service	4	2.26%
554 - Assist invalid	1	0.56%
611 - Dispatched & canceled en route	13	7.34%
651 - Smoke scare, odor of smoke	1	0.56%
700 - False alarm or false call, other	13	7.34%
735 - Alarm system sounded due to malfunction	1	0.56%
745 - Alarm system activation, no fire - unintentional	2	1.13%
	Total Number of Incidents:	177
	Total Number of Incident Types:	25

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 '12/1/2025 12:00:00 AM' and '12/31/2025 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			REIMBURSEMENTS REQUEST HAVE BEEN SUBMITTED
TDOT BYPASS SOUTH LOOP			REIMBURSEMENTS 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 AQUISITION 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 VCF	\$ 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 DENIED 12/17/25 ENCOURAGED TO APPLY AGAIN DUE TO SEVERAL APPLICANTS
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	\$ 5,000.00	UNKNOWN	SUBMITTED 9/2/25 RECEIVED 1/7/26
PE Partners James L. Richardson Driver Training Grant	UNKNOWN	UNKNOWN	SUBMITTED 10/23/25 PENDING
250 AMERICA CELEBRATION COMMUNITY SUPPORT GRANT #2	\$ 25,000.00	0%	APPLICATION SUBMITTED 11/17/25
250 AMERICA CELEBRATION PROJECT SUPPORT GRANT #2	\$ 20,000.00	0%	APPLICATION SUBMITTED 12/1/25
AKC REUNITE (POLICE)	\$ 14,000.00	46%	GRANT IS FOR \$7500.00 CITY RESPONSIBLE FOR \$6500.00

Human Resources Monthly Report December 2026

New Hire Orientations	Dec	YTD
Full-Time	1	38
Re-Hires	0	2
Part-Time	1	6
Retirements	0	2
Severances		
• Voluntary	0	27
• Involuntary	0	3
Workers Comp Claims	2	14
Current open positions	4	



Monthly Report / August/ December 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	Off Season
Portland Soccer Club	Off Season
Portland Baseball and Softball	Off Season

Parks and Recreation Programs and Events

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

Splashpad: Construction has begun. Plumbing is complete and construction of the restroom facility has begun. The splashpad service is being prepped for concrete.

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

Visit with Santa was held on Saturday December 13th at Richland Gym from 10 am to 12 noon.

Staff set up at the Tree Lighting.

Maintenance staff set up Christmas decorations at the Golf Course and Richland Park.

Christmas for Kids Wrestling event was held Saturday night on December 13th at Richland Gym.

Parks Department put the decorated trolley in the Christmas Parade.

Daddy Daughter Dance is set for Saturday February 8th in Richland Gym. Contact the Park Office for more information.



2025 Sales Report

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Annual Memberships	61	\$60,976.50
Daily Rounds	9,630	\$260,385.00
Cart Rentals	1,055	\$7,795.00
Concessions	7,224	\$13,760.00
Pro Shop	1,558	\$60,395.40
Shed Rentals	6	\$1,650.00
Total:		\$404,961.90

2024 Sales Report

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Annual Memberships	57	\$66,050.00
Daily Rounds	9,001	\$239,515.00
Cart Rental	1,134	\$7,410.00
Concessions	6,669	\$12,185.00
Pro Shop	1,231	\$46,420.84
Shed Rental	9	\$2,550.00
Total:		\$374,130.84



2026 EVENT SCHEDULE

Daddy/Daughter Dance – February 7th

Easter Egg Hunt – March 29th

4th Annual Strawberry Quilt Show –
May 1st and 2nd

Strawberry Festival – May 8th and 9th

Touch a Truck – July 25th

Back to School Bash – July 25th

Safety Day – July 25th

Trick or Treat (Richland Gym) – October 31st

53rd Annual Harvest Craft Show – November 14th

Christmas Parade – December 5th

Visit with Santa – December 12th



Planning Department November Monthly Report

Item	December	Year To Date
Calls To/From Planning Department	249	3084
Number of Developer Meetings	7	127
Number of Complaints / Violations	0	9
Number of Walk-ins	2	60
Number of IDT Submissions	13	188
Number of Other Meetings	3	449
Number of Projects Invoiced	9	84
BZA Board Members Present	0	-
BZA Agenda	1	12
BZA Minutes	0	1
Number of Items on Agenda BZA	0	1
Planning Commission Agenda	1	12
Planning Commission Minutes	1	12
Planning Commission Board Members Present	8	-
Number of Items on Agenda Planning Commission	3	62
Open Records for Planning Department	2	20
Active Letters of Credit	-	23
Emails	642	6808
File Archiving/Scanning	0	11
Plat Certifications Intake & Pickup	1	45
Planning Commission Packets	9	90
Trip to Court House for Annexations/Record Plat	1	2
In House Reviews	1	6
Food Trucks	1	26

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

12/1/2025 to 12/31/2025

YTD Total Calls for Service	26,668
YTD Total Written Warnings	1,308
YTD Total Speeding Citations	1,064
YTD Total all other city citations	983
YTD Commercial vehicle enforcements	198
YTD Total Arrest	533
Total Fuel per Gallons	3971.26

CID ACTIVITY					
Cases Assigned	37	Interviews Conducted	98	Asset Forfeitures	0
Cases Inactive	10	Monitored Interviews	2	DCS/AOA	13
Cases Cleared	30	Search Warrants	10	Knock and Talk	13
Call outs	1	Judicial Subpoenas	7	Assist Patrol Units	24
Grand Jury Cases	3	General Sessions Cases	4	Forensic Interviews	0
Grand Jury Hours	5	General Sessions Hours	9	Fire Investigations	0
Juv Court Cases	1	Criminal Court Cases	1	CVSA Performed	0
Juv Court Hours	3	Criminal Court Hours	2	Sex offenders reg	10

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	6	Government	5
E-mails	60	Public Housing	0
Grand Jury & DA Copies	2	Local	0
Arrest Reports	54	Incident Reports	146
Written Warnings	155	City Citations	167

ANIMAL CONTROL ACTIVITY			
DOGS	15	V WARNINGS	4
CATS	3	CITATIONS	3
LIVESTOCK	0	TALK TO OFFICER	38
REPTILES	0	REPORTS	9
WILDLIFE	0	ASSISTS	0
ANIMAL BITES	1	FOLLOW-UPS	7
WELFARE COMP.	3	ADOPTIONS	0
WRITTEN WARNINGS	2	SERVICE CALLS	22

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	1	RESOLVED BY CONTACT/PHONE	1
NON-COMPLIANCE LETTERS	1	CITY COURTS DATES	2
NEW GRASS/RUBISH COMP	1	CITY HALL BANK ESCORTS	15
RE-INSPECTIONS	7	MAIL DELIVERY	15
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	13
FOLLOW-UP PARKING COMP	0	ARRESTS	0
VEHICLES (NON-COMP)	1	REPORTS	0
WORK ORDERS	1	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	0	CIVIL WARRANTS	1

CALLS FOR SERVICE					
TOTAL MONTHLY CALLS= 2,880					
911 HANG UP	22	DISORDERLY CONDUCT	0	MENTAL TRANSPORT	0
911 MISDIAL	25	DISTURBANCE	17	MISC/ MATTER OF RECORD	1
911 MISDIRECT	3	DOMESTIC	9	MISSING ADULT	1
911 OPEN LINE	15	DRILL	0	MISSING JUVENILE	1
ABANDONED VEHICLE	5	DUMPSTER FIRE	0	MUTUAL AID	0
ABUSE INVESTIGATION	0	ESCAPED INMATE / SUBJECT	0	NOISE COMPLAINT/ DISTURBANCE	10
ADMIN INVESTIGATION	0	ESCORT	11	OD (OVERDOSE)	0
ALARM	39	EVADING	4	OPEN DOOR	5
ALARM TEST	0	EXPARTE SERVICE	0	PARK CHECK	94
ALTERED MENTAL	3	EXTRA PATROL	120	PARKING COMPLAINT	10
ANIMAL BITE	1	FI- FIELD INTERVIEW	0	PI- PUBLIC INTOX	0
ANMAL CALL	41	FIGHT	1	PRIVATE PROPERTY TOW	0
AOA	8	FIRE ALARM TEST	1	PROPERTY DAMAGE ACCIDENT / MVA	36
APARTMENT CHECK	85	FIREWORKS	2	PROWLER	0
APS / DCS REFFERAL	0	FOLLOW- UP	28	PSYCHIATRIC / BEHAVIORAL ISSUE	1
ARMED SUBJECT	0	FORGERY	0	PUBLIC ASSIST	0
ASSAULT	1	FRAUD	11	RECKLESS DRIVER	13
ASSIST CITIZEN	0	GAS LEAK IN & OUT	0	REPO	0
ASSIST CITIZEN LAW	25	GRASS / WOODS FIRE	0	RESIDENTIAL FIRE	0
ASSIST EMS	1	GSW / SHOOTING	0	RESIDENTIAL PANIC ALARM	0
ASSIST FIRE	0	HANGING	0	ROBBERY	0
ASSIST LAW	0	HARASSMENT	3	RUNAWAY	0
ATL	6	HAZARDOUS CONDITION	0	SCAM	7
BOLO	0	HIT & RUN INJURY ACCIDENT	0	SCHOOL CHECK	46
BOMB THREAT	0	HIT & RUN PROPERTY ACCIDENT	1	SCHOOL LOCKDOWN ALARM	0
BURGLARY	1	HOTEL CHECK	1	SCHOOL ZONE	84
BUSINESS CHECK	603	ILLEGAL DUMPING	0	SERIOUS ACCIDENT / MVA	2
CAR SEAT CHECK	0	INDECENT EXPOSURE	0	SEXUAL ASSAULT	3
CARDIAC ARREST	0	INJURY ACCIDENT /MVA	8	SHOPLIFTING	0
CHOKING	0	INVESTIGATION	0	SHOTS FIRED / HEARD	2
CITY CALL OUT	0	JUVENILE	13	SOLICITOR	1
CIVIL MATTER	8	JUVENILE TRANSPORT	0	SOR / VIOLATION	0
CIVIL WARRANT	0	KIDNAPPING	0	SPECIAL ASSIGNMENT	3
CODES	1	KNOCK & TALK	3	SPECIAL ASSIGNMENT COMMUNITY	0
COMMERCIAL FIRE	0	LAKE CHECK	7	STABBING	0

COMMERCIAL FIRE ALARM	0	LAW TRANSPORT	0	STAND-BY CIVIL (JUDGES ORDER ONLY)	0
COMMERCIAL HOLD UP ALARM	3	LINE DOWN	1	STOLEN VEHICLE	0
CRIMINAL WARRANT	0	LOCKOUT	13	STRUCTURE FIRE	2
DAMAGE TO PROPERTY	6	LOCKOUT URGENT	0	SUBDIVISION CHECK	25
DEATH INVESTIGATION	1	LOST / FOUND PROPERTY	5	SUBJECT CHECK	23
DELIVER MESSAGE	0	LPR HIT	1	SUICIDAL SUBJECT	4
SUSPICIOUS INCIDENT	23	TRANSPORT INMATE / SUBJECT	0		
SUSPICIOUS PERSON	11	TRESPASS	4		
SUSPICIOUS VEHICLE	7	UNAUTHORIZED USE OF VEHICLE	1		
SYNCOPE / UNRESPONSIVE	8	UNKOWN SITUATION	0		
TALK TO OFFICER	127	VANDALISM	0		
TEST	1	VEHICLE BURGLARY	0		
THEFT	9	VEHICLE CHECK	28		
THREATS	3	VEHICLE FIRE	0		
TRAFFIC COMPLAINT	2	VIOLATION CORRECTION VERIFY	19		
TRAFFIC ENFORCEMENT	10	VIOLATION ORDER OF PROTECTION	0		
TRAFFIC HAZARD	33				
TRAFFIC STOP	1013				





Date: 1/22/2026

Stormwater Management Monthly Report- December 2025

Public Education and Outreach

One of the City's stormwater requirements is to educate the public about what stormwater is and how to keep it clean. Bulk amounts of new education materials were purchased and stocked up on for the upcoming year's education events.

Illicit Discharge Detection and Elimination

Above normal track-out complaints from construction sites kept the Stormwater Technician busy all month, due to the wet weather.

Construction Site Runoff Control

Pre-Con/Pre-App Meetings: 5

LDPs issued: 17

CGP Inspections: 26

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

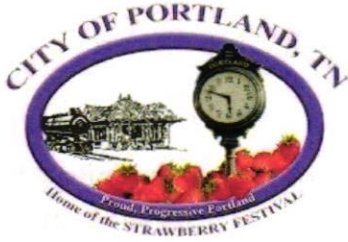
Permanent Stormwater Management

New LTMA's received: 1

LTMA Inspections Received: 1

Good Housekeeping

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



CITY OF PORTLAND

Public Works

Stormwater Field Crew

Council Report Submitted by
David Harris

Submitted for January 2026 Meeting
From December 2025

Maintenance (Citywide Various Locations)

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

Other Tasks

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

Vehicle and Equipment

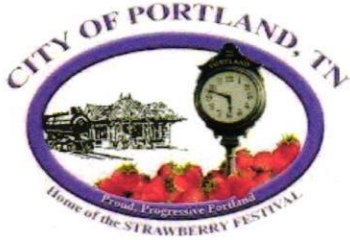
- ✓ Took truck and equipment to get repairs - Local mechanic shop and outside source.
- ✓ Perform daily maintenance check on vehicle and equipment
- ✓ Pick up various parts and supplies for vehicles and equipment.
- ✓ Clean up equipment and trucks

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

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

Projects:

- ✓ Lindsey Kyla Ct. Repair Road way that was falling in
- ✓ 210 Strawberry St. Remove and haul off trees on 210&208 and stump grind out the stumps
- ✓ Portland Blvd. Remove Install new tile under the road in the S-curve
- ✓ 124 April Circle Install 20' of 12" driveway tile and did a ditch cleanout
- ✓ Vail Village Filled in a hole that opened up on the side of the road with dirt



CITY OF PORTLAND

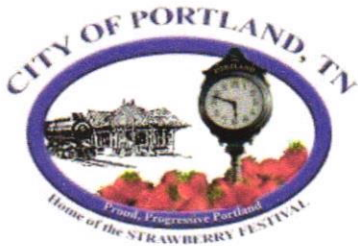
Public Works

**Council Report Submitted by
David Harris**

Stormwater Field Crew

- 204 Old Westmoreland Rd.
- Richardland Park
- William Mack
- Behind Collins Building
-
-
-
-
-
-
-

Installed 30' of 15" tile for the driveway
Made the roadway wider at the back of the park off of Jim Courtney Rd.
Break out Beaver Dams
Break out Beaver Dams



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

Submitted for January 2026 Meeting.
November-December 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.



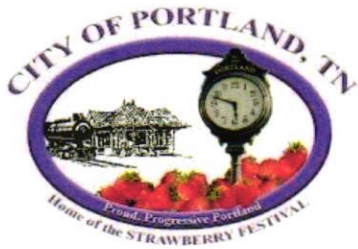
CITY OF PORTLAND

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 removed: 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.
- Remove dead animals from the roadways.
- Attend meetings and trainings
- Striped city paring lot D
- Completed numerous Work orders.



CITY OF PORTLAND

Public Works

Sanitation Dept

Council Report Submitted
by Betty Lewis

Submitted for the Feb. 2026 meeting
December 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

December-2025								
	Sumner Co. Resource Authority (Dump)		Volunteer Recycling Center (Haul)		United Disposal (Dump)		United Disposal (Haul)	
	City of Portland	Volunteer Recycling	City of Portland	Other (Cares)	City of Portland	UDP	City of Portland	Other (Cares)
# of Loads	0	12	21	1	68			
Tonnage	0.00	35.22			572.31			
Per cost	\$60.00	\$60.00	\$275.00	\$137.50	\$60.00	\$60.00		
Amount	\$0.00	\$2,142.10	\$5,775.00	\$137.50	\$35,799.52			
Total	\$2,142.10		\$5,912.50		\$35,799.52			
Grand Total	\$43,854.12							

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 Feb. 2026 meeting

Dec. 2025

Rapid Fueling Company	Regular	Diesel	Cost
Airport	0.00		0.00
City Hall	16.70		29.03
Mechanic Shop	28.50	48.70	187.31
Gas	657.61	69.39	1,388.16
Mayor	0.00		0.00
Meter Readers	175.81		318.14
Parks	320.12	0.00	577.73
Planning	38.36		68.56
Sanitation	64.01	17,585.57	5,004.13
Sewer Colleciton	631.21	195.75	1,722.93
Stormwater	491.98	458.48	2,171.63
Street	330.434	113.59	917.26
Water Dist	1,055.92	327.66	2,805.92
WTP	120.67		218.16
WWTP	69.54		124.00
Total Gallons	4,000.88	18,799.14	15,532.96
Total cost			

WEX fuel System	Cost		
Police Dept	3,971.26		8,917.71
Fire Dept	119.55	589.05	1,874.88
	4,090.81	589.05	10,792.59

WEX Fuel System		\$10,792.59
Rapid Fueling Co.		\$15,532.96
Total cost		<u>\$26,325.55</u>

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

December 2025 Monthly Report

1 Council Meetings

December 1 st	
6	Council Members present
1	Council Members absent
0	Alcohol Beverage Board
1	Public Hearings
8	Resolutions
5	Ordinances

	December	2025 Year Totals
Work Study Meetings	1	4
Ad-Hoc Meetings –Fees	0	3
Liability Claims	1	7
Property Claims	1	6

December 2025 Open Records Request - 18

2025 Total Request - 129

Id	Name/ Request Information	Request Date	Closure Reasons	Staff Time (hrs:minutes)	Staff Cost	Charged
25-156	Jamie Weekley - time sheet for Jamie Weekley July 2025	12/29/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-155	Michael West - video footage in front of temple theater on 12/14/25 1 to 2 pm.	12/29/2025	Fulfilled	> 1 hour	\$10.00	\$5.00
25-154	Lewis Head - Airport hanger leases, rates, sq footage, ordinance dictating how leases are set for years 2020, 2021, 2022, 2023, 2024, 2025 & 2026.	12/29/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-153	Stanley LaDuke-traffic citation # 79186	12/19/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-152	Michael West - Video of accident in front of Temple Theater	12/18/2025	Fulfilled	> 1 hour	\$10.00	\$5.00
25-151	Caroline Labrec - Police case	12/18/2025	Denied. Investigative Records	> 1 hour	\$10.00	\$0.00
25-150	James Barnes - November building permits - Residential and Commercial	12/16/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-149	Jamie Weekley - email	12/10/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-148	Charles Hope - employee file.	12/11/2025	Fulfilled	> 1 hour	\$10.00	\$12.45
25-147	Jamie Weekley - for case 25-04105 - additional reports	12/10/2025	Fulfilled	0:50	\$10.00	\$0.00
25-146	Jared Brown - 110 Industrial Dr & 110 Faultless Dr CO & code violations	12/05/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-145	Catherine Hardaway - accident report # 25-05456	12/04/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-144	Petra Pedine for dash cam	12/02/2025	Fulfilled	> 1 hour	\$10.00	\$0.00
25-143	Jamie Weekly request for employee file	12/02/2025	Fulfilled	3:00	\$124.95	\$151.65
25-142	Jamie Weekly request for employee file	12/02/2025	Fulfilled	1:45	\$10.00	\$0.00
25-141	Jamie Weekley - case 25-03923	12/01/2025	Denied. Investigative Records	> 1 hour	\$10.00	\$0.00
25-140	Jamile Weekly - citations	12/02/2025	Denied. Investigative Records	0:25	\$10.00	\$0.00
25-139	Gayle Bullard - 762 N. Russell St permits	12/01/2025	Fulfilled	> 1 hour	\$10.00	\$0.00



**BOARD OF MAYOR AND ALDERMEN
Minutes for January 5, 2026 at 5:00 PM**

1. Call to Order

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

2. Prayer and Pledge

Representatives from American Post 75 led the prayer and pledge.

3. Roll Call

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

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

Absent: Alderman Hall, Alderman McDowell

4. Approval of Agenda

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

5. Presentation

- No Items

6. Public Comment Period

1. Steven Gerda of 1062 Coker Ford Rd spoke about agenda item 21. Utility Infrastructure, A. Natural gas for Rapids Rd, Coker Ford Rd and Oak Dr.

7. Public Hearing

- No Items

8. Communications from Council Members

- No one spoke

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

- Tennessee's projected rate of growth is estimated to be 2% in 2026.
- The city's yearly audit is delayed due to the federal government shutdown, causing information to be sent out late. The city's auditor estimates it will be ready by the end of January 2026.
- Traffic counts were conducted from November 15, 2025 to December 15, 2025, from seven (7) different points in the city. The traffic flow count was 871,000 vehicles.
- The May 5, 2026, sales tax referendum, if passed, will add 1/2 penny to sales tax and take some pressure off the property taxpayer.
- At the Jackson Rd and Hwy 52W intersection, we were originally told a traffic signal would not be allowed. The one-month traffic counts made two (2) warrants that would allow a signal. TDOT also advised a signal could go there, at the City's cost. TDOT and the traffic engineer advised additional information was needed from the area around the intersection. Cost could exceed \$400,000 dollars.
- The City is finishing the CMAQ grant, which includes adjustments to the Highway 109 signal that may help traffic in that area.
- A Portland Municipal Airport hanger had wind damage to the roof. Emergency strapping was done to keep from additional damage. The City is working on bids and with PEP Insurance for the repairs.
- Anyone starting a business in Portland can find information on the City of Portland's website. It is very important that people meet with city representatives before they purchase or lease so they can know if a location is permitted for specific types of businesses and if changes need to be made.

- Part of the America 250 celebration will include a recipe book, a songwriter contest, and an essay contest.

10. Consent Calendar

Motion to: Approve

By: Alderman Jennings

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- A.** Ordinance No. 25-59 – Second 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.
- B.** Ordinance No. 25-62 – Second 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.
- C.** Minutes from December 1, 2025 Work Study Meeting.
- D.** Minutes from December 1, 2025 City Council Meeting.
- E.** Department November Reports

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

12. Finance – Alderman Vince Ellis

- A.** Ordinance No. 26-01 – First Reading — An Ordinance of the City of Portland, Tennessee, amending Budget Ordinance no. 25-27 for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Motion to: Approve

By: Alderman Ellis

Second: Alderman Cole

Discussion: Director Slusser explained the amounts and reasoning for the changes. Alderman Jennings explained the purchase of a mower from Gallatin country club.
Alderman Woodall explained the Parks items.

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

13. Fire Department – Alderman Jody McDowell - No Items

14. Human Resources – Alderman Vince Ellis - No Items

15. Legislative – Mayor Mike Callis

- A.** Resolution No. 26-01 - A Resolution to honor the principles and ideals that makes America the greatest nation on Earth as we celebrate the 250th Anniversary of these United States.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

- B.** Resolution No. 26-02 – A Resolution to enter into a non-binding memorandum of understanding with the White House Utility District regarding The City of Portland Waterworks System.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Cole

Discussion: City Attorney Bradley advised that the following language needed to be added: a fifth Where As - contingent on passage of House Bill # 1453 by the Tennessee General Assembly.

Motion to: Amend by adding a fifth where as with the wording of: "Where as implementation of the memorandum of understanding is expressly contingent upon passage of House Bill # 1453 by the Tennessee General Assembly."

By: Alderman Woodall

Second: Vice-Mayor Thompson

Discussion: Mayor Callis advised there was a change from the Work Study. WHUD's attorney advised that any refinancing costs incurred by the City of Portland would have to be reimbursed by contributions from WHUD.

If this passes, it gives approval to the City of Portland and WHUD to move forward with figuring capital, loans, and equipment. The final figures will be presented to the City Council and WHUD board for approvals.

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

Absent: Alderman Hall, Alderman McDowell

Vote to: Approve as amended

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

16. Municipal Airport – Alderman Mike Hall

- No Items

17. Parks & Recreation – Alderman Brian Woodall

- A.** Discussion — Loan for Park Improvements - Copies of debt service repayment estimates were distributed. Director White advised the cost of restrooms cannot be determined at this time. Discussion was held about the improvements.

Motion to: Move forward with a four million-dollar loan, so Rachel can check on a loan.

By: Alderman Woodall

Second: None

Motion failed

Discussion was held about other options.

Director White advised there is a meeting with the designers on Wednesday and there may be additional information.

Motion to: Defer till the next meeting.

By: Alderman Cole

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

18. Planning & Codes – Vice-Mayor Megann Thompson

- No Items

19. Police Department – Alderman Drew Jennings

- No Items

20. Public Works – Alderman Brian Woodall

- Based on a prior discussion, Public Works Director Carlton Cobb provided a cost estimate for speed cushions ranging from \$1500/cushion to \$2000/cushion.

21. Utility Infrastructure – Alderman Charles Cole

- A.** Discussion - Natural Gas for Rapids Rd, Coker Ford Rd, and Oak Dr - Utilities Director Bryan Price presented a petition and general cost estimate.

The following was discussed:

- The number of residents needed to cover the cost of implementation in the area.
- A minimum payment/deposit from residents to determine the number of actual customers.
- If and how the payment/deposit would be made and amount.
- The project would take 15 to 18 months.
- If there were other homes in the area that may have an interest in gas.
- Completing a rate study since the last one was in 2019 or 2020.

Motion to: Suspend the Rules for Mr. Gerda to speak.

By: Alderman Cole

Second: Alderman Jennings

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Mr. Gerda advised he has spoken with some residents about the possible non-refundable deposits and the cost. He also was not able to meet with all residents in the area.

Director Price advised he would get a letter together, pull the addresses from the petition, use the help of Mr. Gerda and see about \$150 dollar deposit. The deposit will only be refunded if the gas line project does not move forward.

Director Slusser advised this project would be the only time a deposit would be acceptable and would be held in a non-interest-bearing account.

- B.** Discussion - EPA Consent Order - Mayor Callis advised the EPA has mandated all overflows have to be stopped in three years. The City is currently seeking an extension from the EPA.

Director Price distributed an Early Action Plan Estimated Cost sheet.

The following was discussed:

- History of taps
- Request for additional taps.
- Applying for grants.
- How the location of additional taps were determined.
- How other municipalities have had to stop overflows and the cost they incurred.
- Timetable of EPA request.
- Estimated cost of repairs.
- The administrative order is a legal document.
- The EPA is very serious about stopping the overflows.
- The point repair project is ready for bid.
- The first step is asking for the extension.
- Director Price expressed concern about the timeframe, even if the extension is granted.
- Revenue needed for the projects.
- Options for funding in multiple ways.
- Urgency to get Utility Technologies started with the system flow monitoring because it is the correct time of year.
- A flat rate fee to be assessed and used only for the OIC project.
- Cost of engineering design fees and knowing if they are cost-effective.
- Rate study review and timing due to unknown work that needs to be completed.
- The system flow will tell what areas are the key areas to fix.

Motion to: Approve to start the flow monitoring

By: Alderman Jennings

Second: Alderman Cole

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Motion to: Approve to use 2.6 million dollars (already budgeted) for the 2026 point repair.

By: Alderman Woodall

Second: Vice-Mayor Thompson

Discussion: Money that was allocated for the Demase Project will be used for the point repairs. Director Price explained that flow monitoring would be repeated after the work is completed. Discussion was held about flow monitoring being repeated annually.

Motion to: Amend by adding the two additional pipe checks in Zones 4 and 5B.

By: Alderman Cole

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman McDowell

Amendment Passed (voice vote)

Motion to: Approve RFQ for engineer design on Demase Street Project.

By: Alderman Ellis

Second: Alderman Cole

Discussion: Mayor Callis reviewed the process of RFQ

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Vote to: Approve 2026 Point Repair, Zone 4 and 5B pipecheck and Utility Technologies System Flow Monitoring.

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

Absent: Alderman Hall, Alderman McDowell

Motion Passed (voice vote)

Adjournment

Motion to Adjourn by Alderman Cole.

Motion passed by voice vote to **adjourn at 6:52 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.
Print Name	STEVEN GERDA	NATURAL GAS
Address	1062 COKER FORD RD	
Print Name		
Address		
Print Name		
Address		
Print Name		
Address		
Print Name		
Address		
Print Name		
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Print Name		
Address		
Print Name		
Address		

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

Board/Committee City Council Meeting Meeting Date: January 5, 2026 Page Number: 1 of 1

RESOLUTION

City of Portland, Tennessee

No. 26 – 04

A RESOLUTION OF THE CITY OF PORTLAND, TENNESSEE, TO REPEAL AND REPLACE RESOLUTION 24-89, GUIDELINES FOR ECONOMIC INCENTIVES AND TO AUTHORIZE THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF PORTLAND TO NEGOTIATE TAX INCENTIVES

WHEREAS, the Industrial Development Board of the City of Portland, Tennessee (the “IDB”), has adopted a Standard PILOT Incentive Schedule, attached hereto as Exhibit A and Exhibit B; and

WHEREAS, the Board of Mayor and Aldermen of the City of Portland desires to repeal and replace any prior economic incentive guidelines and to authorize the IDB to negotiate tax incentives in furtherance of economic development, job creation, and capital investment within the City; and

WHEREAS, the Board of Mayor and Aldermen further desires to approve Exhibits A for Industrial and B for Commercial as publicly issued guidelines to be used by the IDB as a general framework when considering and negotiating tax incentives; and

WHEREAS, the Board of Mayor and Aldermen recognizes that flexibility in the negotiation of tax incentives may be necessary to address project-specific circumstances and to remain competitive, while still complying with applicable provisions of Tennessee Code Annotated.

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

1. Repeal and Replacement of Guidelines

Any prior resolutions relating to economic PILOT incentives guidelines are hereby repealed and replaced by this Resolution.

2. Approval of Guidelines

Exhibit A and Exhibit B, the Standard PILOT Incentive Schedule, are hereby approved and adopted as guidelines to be used by the Industrial Development Board of the City of Portland.

3. Authority to Negotiate Tax Incentives

The Industrial Development Board of the City of Portland is hereby authorized to negotiate Payment In Lieu Of Taxes (PILOT) agreements and other tax incentives, as permitted under Tennessee State law, for eligible economic development projects.

4. Term and Flexibility

The IDB is authorized to negotiate PILOT agreements with a term of up to ten (10) years. The guidelines set forth in Exhibit A and Exhibit B shall serve as a general rule and framework, but the IDB is expressly granted authority to negotiate alternative incentive schedules, structures, or terms, up to ten (10) years, as deemed appropriate based on the merits of a project, provided such incentives are consistent with Tennessee law and subject to any required approvals. Agreements extending more than 10 years would require approval from the City Council.

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. 26 - 01

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 25-27 FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Section 1. The budget amendment is as follows:

GENERAL FUND:

Animal Control	\$20,000	Salaries	110-42100-110	Increase salary expense for certified officer
Animal Control	\$5,900	Vehicle Expense	110-44143-261	Convert truck to patrol for AC Officer
Animal Control	\$9,900	Building Maintenance	110-44143-266	AC Units
General	\$25,000	America 250	110-41000-733	America 250
Hwy & Streets	\$12,000	Software	110-43100-255	Paving software
Hwy & Streets	\$5,700	Professional Services	110-43100-259	Traffic Engineer (Strawberry Street)
Golf	\$10,000	Capital Equipment	110-44450-940	Mower -
Parks	\$41,000	Capital Improvements	110-44700-940	ADA Sidewalk at Football Field
Parks	\$25,000	Capital Improvements	110-44700-940	Concession Stand Football Field
Planning	\$19,000	Professional Services	110-41670-259	Preserving Portland (Carry over-last year)
Police	\$40,000	Technology	110-42100-248	Axon contract renewal/Flock Safety
Police	\$6,700	Small Items of Equipment	110-42100-324	THSO Grant - Lidar, Radar
Police	\$29,000	Project - Police Building	110-44152-976	Brick Police Dept
Police	\$7,500	Software/Data Processing	110-42100-255	Software for Flock cameras
Police	\$60,233	Capital Outlay	110-42100-940	Police Car - Donated by Shoals
Police	\$15,000	Purchase of Land	110-42100-940	Piece of parcel behind PD
Fire	\$5,000	Technology	110-42100-248	Grant for iPads
TOTAL	\$336,933			

Revenues:

	\$60,233	Donation for Police Car	110-36700	Donation by Shoals
	\$5,000	Grant - Fire	110-38103	Grant for iPads
TOTAL	\$65,233			

DRUG FUND:

Revenue		Grant for K-9		\$7,500
Expense		K-9		\$14,000

IMPACT FEE FUND:

Expenses

Impact Fund - Police	\$79,000	Capital Equipment	128-42100-940	Police Car, Tactical Training (Training- carry over)
Impact Fund - Park	\$6,100	Small Items of Equipment	128-44700-324	Luman Projector
TOTAL	\$85,100			

SANITATION FUND:

Sanitation **\$19,500** Capital Improvements 122-43200-940

WATER/SEWER FUND

Expenses:

Sewer	\$375,000	Professional Services	413-52200-259	Flow monitoring (100,000, CCTV 275,000)
Sewer Projects	\$400,000	Richland Park Sewer	413-52116-995	Richland Pump Station, North Street and S. Russell
Water Projects	\$400,000	Water Resouce Protection Grant	413-52116-992	Part of our \$750,000 match
Water Projects	\$96,000	2" service line replacement	413-52116-993	Unexpected Expense
Sewer Projects	\$160,000	Manhole Rehab	413-52116-996	Repair of 24 leaking manholes
Sewer Projects	-\$600,000	Demase St Sewer	413-52116-951	Credit to budget-using for manhole rehab and CCTV
TOTAL	\$831,000			and flow monitoring

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: January 5, 2026
 Portland Leader: January 14, 2026
 Public Hearing; February 2, 2026
 Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 26 – 05

A RESOLUTION ACCEPTING THE BEST PROPOSAL FOR GENERAL CONTRACTOR CONSULTING SERVICES FOR THE CITY OF PORTLAND, TENNESSEE

WHEREAS, the City of Portland, Tennessee (the “City) issued a Request for Qualifications (RFQ) for General Contractor Consulting Services in accordance with applicable procurement policies; and

WHEREAS, proposals were solicited, received, and evaluated based on criteria including, but not limited to, qualifications, experience, cost, responsiveness, and the best interests of the City; and

WHEREAS, after review and evaluation, Larseneer Construction was determined to have submitted the best proposal for providing general contractor consulting services to the City; and

WHEREAS, the Board of Mayor and Aldermen find the acceptance of this proposal is in the best interest of the City of Portland and its citizens.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland enter into a contract with Larseneer Construction for a period of one (1) year with the option to renew for two (2) additional years.

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. 26 – 06

A RESOLUTION ACCEPTING THE BEST PROPOSAL FOR ELECTRICAL CONSULTANT SERVICES FOR THE CITY OF PORTLAND, TENNESSEE

WHEREAS, the City of Portland, Tennessee (the “City) issued a Request for Qualifications (RFQ) for Electrical Consulting Services in accordance with applicable procurement policies; and

WHEREAS, proposals were solicited, received, and evaluated based on criteria including, but not limited to, qualifications, experience, cost, responsiveness, and the best interests of the City; and

WHEREAS, after review and evaluation, Stuart Consulting and Project Management, LLC was determined to have submitted the best proposal for providing electrical consulting services to the City; and

WHEREAS, the Board of Mayor and Aldermen find the acceptance of this proposal is in the best interest of the City of Portland and its citizens.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland enter into a contract with Stuart Consulting and Project Management, LLC for a period of one (1) year with the option to renew for two (2) additional years.

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. 26 – 07

A RESOLUTION TO REQUEST PROPOSALS FOR AN EMERGENCY WARNING SYSTEM WITHIN PARTS OF THE CITY

WHEREAS, The City is currently using a mass notification system for emergency warnings and is considering adding another layer of public awareness through audible warning sirens; and

WHEREAS, The Request for Proposal (RFP) is listed as “Attachment A” on this Resolution; and

WHEREAS, Once the RFPs have been reviewed, the Council will determine if funding is available to proceed with the project according to purchasing guidelines; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that request for proposals for audible warning systems be issued; 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

“ATTACHMENT A”

REQUEST FOR PROPOSAL (RFP) Emergency Warning Siren System

City of Portland, Tennessee

Issue Date: [Insert Date]

Proposal Due Date/Time: [Insert Date], [Insert Time] (Central Time)

1. Invitation and Overview

The City of Portland, Tennessee (the "City") invites qualified firms ("Proposers") to submit proposals to furnish, install, and commission an emergency warning siren system. The City seeks to provide a cost effective, modern, reliable, and expandable siren solution with automated activation and monitoring capabilities suitable for public warning.

2. Project Objectives

The successful solution should, at a minimum:

- Provide outdoor public warning coverage for possible locations such as parks, downtown areas, and City fire halls (and other sites as identified during design).
- Be easily expandable to add additional sirens over time.
- Operate without the need for manual monitoring or manual initiation (i.e., automated monitoring/alerting and remote/automatic activation options).
- Identify any fully integrated mass notification systems (MNS) included or available (e.g., SMS, voice, email, mobile app).
- Include lightning detection capabilities, or an integrated/lightly coupled lightning detection solution.
- Provide clear, itemized pricing for initial deployment and expansion, including construction and installation.
- Provide warranty, training, and ongoing maintenance/software cost information.

3. Possible Coverage Areas and Concept of Operations

The City anticipates initial coverage needs may include (but are not limited to) the following areas: *(proposers may recommend additional locations based on acoustic modeling, population density, topography, and best practices).*

- City parks and recreational facilities
- Downtown Portland
- Fire halls
- Other critical facilities as identified by the City

Proposers shall describe a recommended concept of operations, including how alerts are initiated, how the system is monitored, how failures are detected/reported, and how the City can perform testing and maintenance.

4. Scope of Work

The selected Proposer shall provide, at a minimum, the following services and deliverables:

- Project management and coordination with the City, including a kickoff meeting and implementation plan.

- Site evaluation and acoustic/coverage assessment (including modeling) for the initial siren location and recommended expansion plan.
- All necessary design, permitting support, utilities coordination, and construction required for installation.
- Supply of siren equipment, control/activation hardware, communications (radio/cellular/IP) as proposed, and any required software licenses.
- Installation and commissioning of the initial system (one siren), including full functional testing and acceptance demonstration.
- Integration with mass notification systems (if proposed) and provision of configuration documentation.
- Training for City personnel and provision of manuals, as-builts, and maintenance documentation.
- Warranty service and ongoing support as specified in the proposal.

5. Minimum System Requirements

5.1 Expandability

The system must be easily expandable. Proposers shall describe:

- How additional sirens are added (hardware, licensing, configuration steps).
- Any capacity limits (number of sirens/regions/users) and associated costs.
- Whether expansion requires additional base stations, repeaters, or network changes.

5.2 Automated Monitoring and Activation

The system must not require manual monitoring or manual initiation for routine operation. Proposers shall describe:

- Health/status monitoring and automated fault detection (power, battery, communications, amplifier, etc.).
- How alarms/notifications are delivered to City staff (email/SMS/app/dashboard).
- Remote activation capabilities and safeguards (role-based access, audit logs, authentication).
- Any automation options (NOAA/NWS triggers, integration with other platforms), if available.

5.3 Mass Notification System (MNS) Integration

Proposers shall list any mass notification systems that are fully integrated and describe integration options.

At a minimum, proposals shall identify:

- Whether MNS is included, optional, or provided via third party integration.
- Supported channels (SMS, voice, email, push notifications, social media, etc.).
- Integration method and any recurring costs.

5.4 Lightning Detection

The proposed solution should include lightning detection capabilities. Proposers shall specify:

- Lightning detection method (sensor hardware, third-party service, network feed).
- Alerting logic (distance thresholds, all-clear, configurable rules) and how it ties into siren and/or mass notification system activation.
- Any licensing, subscription, calibration, or maintenance requirements.

6. Pricing Requirements (Itemized)

Proposals must provide clear, itemized pricing in U.S. dollars. Include all assumptions and exclusions.

At a minimum, provide pricing for the items below. List any price reductions/breaks for purchasing multiple units at a time. Use the table as a checklist and attach additional detail as needed.

Line Item	Description	Price
A	Initial system (1 siren) including all construction, installation, commissioning, required software/licenses, and any communications equipment.	
B	Each additional siren (installed) - include typical construction/installation and any incremental software/license or communications costs per siren.	
C	Yearly equipment maintenance and software costs (recurring). Include labor, parts, inspections, and license/subscription fees.	
D	Extended warranty options (if available).	
E	Extended training and/or support options beyond what is included initially.	

7. Implementation Schedule

Proposers shall provide the time required for full implementation of the initial system (one siren), including key milestones.

Milestone	Description	Estimated Duration
Kickoff	Contract execution and project kickoff meeting.	
Design & Site Readiness	Site survey, acoustic modeling, final location confirmation, design, permitting coordination.	
Procurement	Order equipment and materials.	
Construction & Installation	Foundations/poles, power, communications, siren installation.	
Configuration & Integration	Software setup, user roles, MNS integration (if applicable), lightning detection configuration.	
Testing & Acceptance	Functional testing, sound test (as permitted), documentation delivery, acceptance.	
Training	Operator/admin training and maintenance orientation.	

8. Warranty, Training, and Support

8.1 Warranty

Proposers shall specify the initial system warranty for equipment and workmanship and identify any extended warranty options available, including pricing and terms.

8.2 Training and Support (Included)

Proposers shall list all training and support included in the initial price, including number of sessions, duration, format (onsite/remote), and included materials.

8.3 Extended Training and Support (Optional)

Proposers shall provide pricing and descriptions for extended training and support beyond the included offering (e.g., additional operator training, annual refresher training, 24/7 support tiers).

9. Proposer Qualifications

Proposals should include, at a minimum:

- Company background and years of experience providing emergency warning siren systems.
- Description of proposed equipment (make/model), system architecture, and communications approach.
- At least three (3) references for similar projects, including client name, location, contact, and scope.
- Licenses, certifications, and evidence of ability to perform required construction/installation work.
- Safety plan and approach to minimizing disruption during installation.

10. Proposal Submission Requirements

Proposals should be organized using the sections below and should be concise, complete, and clearly labeled.

- Cover letter signed by an authorized representative.
- Executive summary.
- Technical approach and system description addressing all requirements in Section 5.
- Coverage approach for parks, downtown, fire halls, and any recommended expansion plan.
- Itemized pricing as requested in Section 6.
- Implementation schedule as requested in Section 7.
- Warranty, training, and support information as requested in Section 8.
- Proposer qualifications and references as requested in Section 9.
- Exceptions or requested contract terms (if any).

11. Evaluation Criteria

The City intends to evaluate proposals using criteria that may include, but are not limited to:

- Compliance with requirements and overall technical approach.
- Coverage strategy and expandability.
- Automation, monitoring, reliability, and cybersecurity/access controls.
- Integration capabilities and lightning detection approach.
- Implementation of the timeline and demonstrated project management capability.
- Total cost of ownership (initial cost, expansion cost, and recurring maintenance/software).
- Warranty, training, and long-term support offerings.
- Experience, references, and past performance.

12. Terms and Conditions

- The City reserves the right to reject any or all proposals, to waive informalities, and to accept the proposal that is in the best interest of the City, and to use any or all information provided to create any and all bid documents necessary to comply with purchasing limits.
- All costs incurred in the preparation of a proposal shall be borne by the Proposer.
- Any award is contingent upon City approval and execution of a mutually acceptable agreement.
- Proposer shall comply with all applicable federal, state, and local laws and regulations.
- The City may request demonstrations, clarifications, or best and final offers.

13. RFP Contact

All communications regarding this RFP shall be directed to:

Name/Title:

Department: Cheri / Accounting Assistant / Finance Department

Address: City of Portland, Tennessee

100 South Russell Street, Portland, Tennessee 37148

Phone: 615-325-6776 ext.237

Email: cbackhurst@cityofportlandtn.gov

*Proposal Due Date/Time: [Insert Date], [Insert Time] (Central Time)

RESOLUTION

City of Portland, Tennessee

No. 26 – 08

A RESOLUTION TO SELECT THE BEST FIREWORKS DISPLAY PROPOSAL FOR THE 2026 AND 2027 MIDDLE TENNESSEE STRAWBERRY FESTIVAL.

WHEREAS, the City of Portland hosts the annual Middle Tennessee Strawberry Festival, a long-standing community event that promotes tourism, economic activity, and civic pride; and

WHEREAS, a professionally produced fireworks display is an integral and anticipated component of the Middle Tennessee Strawberry Festival; and

WHEREAS, the City desires to secure fireworks services for both the 2026 and 2027 festival years to ensure continuity, quality, and cost efficiency; and

WHEREAS, three (3) proposals for fireworks services were submitted and publicly opened on Thursday, January 22, 2026, at 11:00 A.M.; and

WHEREAS, each proposal provided for a fireworks display ranging from fifteen (15) to fifteen and one-half (15.5) minutes in duration, with the following proposed costs:

Pyro Shows	\$19,450*
Pyrotecnico	\$19,000
Impact Pyro	\$20,000; and

WHEREAS, the Board of Aldermen shall select _____ as the best proposal for the 2026 and 2027 Middle Tennessee Strawberry Festival fireworks display.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland, Tennessee, to select _____ to provide the fireworks display for the Middle Tennessee Strawberry Festival for the 2026 and 2027 festival years; and

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

** The proposed cost is subject to change due to tariffs, product price increases, or import-related costs.*

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 26 – 09

A RESOLUTION FOR FEBRUARY 2026 TO HONOR THE PRINCIPLES AND IDEALS THAT MAKES AMERICA THE GREATEST NATION ON EARTH AS WE CELEBRATE THE 250TH ANNIVERSARY OF THESE UNITED STATES

WHEREAS, Forged in the hope of freedom, opportunity, justice, self-reliance, and a better tomorrow, 56 delegates from the Thirteen Colonies pledged their life, fortune, and sacred honor in declaring their support for the dream that would soon become America; and

WHEREAS, Each month in 2026, the City of Portland will recognize one of the many American principles and ideals that continue to strengthen our Union as we honor the 250th Anniversary of these United States of America; and

WHEREAS, For February 2026, we recognize the value of being **Created Equal** during this year of celebration. The Declaration of Independence expresses the biblical truth that in the eyes of God all of mankind has been created equal and that it is the Creator who endowed the people with certain unalienable rights, and not the government. We solemnly honor all those past and present who have sacrificed to ensure the American ideals that an entire World looks to; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the American ideal of being Created Equal continually be a reminder in the governing, planning, and debate that shapes our community; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 - 02

First Reading

AN ORDINANCE TO REPEAL AND REPLACE ORIDNANCE NO. 20-19 AND TO SURPLUS AND SELL AT PUBLIC AUCTION A RESIDENTIAL LOT ON STRAWBERRY STREET DESCRIBED AS PARCEL ID/TAX ID 033I D 026.00

WHEREAS, A non-conforming residential lot located on Strawberry Street further described as Parcel ID/Tax ID 033I D 026.00 is surplus and available to be sold at public auction; and

WHEREAS, The aforementioned residential lot shall have the following restrictions:

- Only one detached single-family dwelling allowed;
- Lot shall have an engineered plot plan to ensure adequate drainage;
- Dwelling must use natural gas as its primary heat source if current system supports; and

WHEREAS, Proceeds from the sale will be applied to Richland Park Gym renovations; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that lot Parcel ID/Tax ID 033I D 026.00 located on Strawberry Street be deemed surplus and sold at public auction with proceeds of the sale to be used for renovations at the Richland Park Gym.

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:



ORDINANCE

City of Portland, Tennessee

No. 26 - 03

First Reading

AN ORDINANCE TO SURPLUS AND SELL AT AUCTION APPROXIMATELY 127 ACRES IN MULTIPLE PARCELS WITH THE PROCEEDS TO BE USED FOR THE WASTEWATER CONSENT ORDER

WHEREAS, The aging wastewater collection system within the City needs funding to make certain repairs to the system for the elimination of sanitary sewer overflows due to stormwater inflow and infiltration; and

WHEREAS, Administrative Order on Consent CWA-04-2026-1000 instructs the City to correct all sanitary sewer overflows within a set time; and

WHEREAS, The City declares 127 +/- acres to be surplus and authorizes the land to be sold at public auction in multiple parcels with the proceeds being used for the wastewater consent order; and

WHEREAS, The City will work with a surveyor, a soil scientist, and the Auctioneer of Record to group and combine original lots in such a way as to allow for the most useable parcels of land at public auction; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the approximately 127 acres of surplus land be sold at public auction in multiple parcels with the proceeds being used for the wastewater consent order.

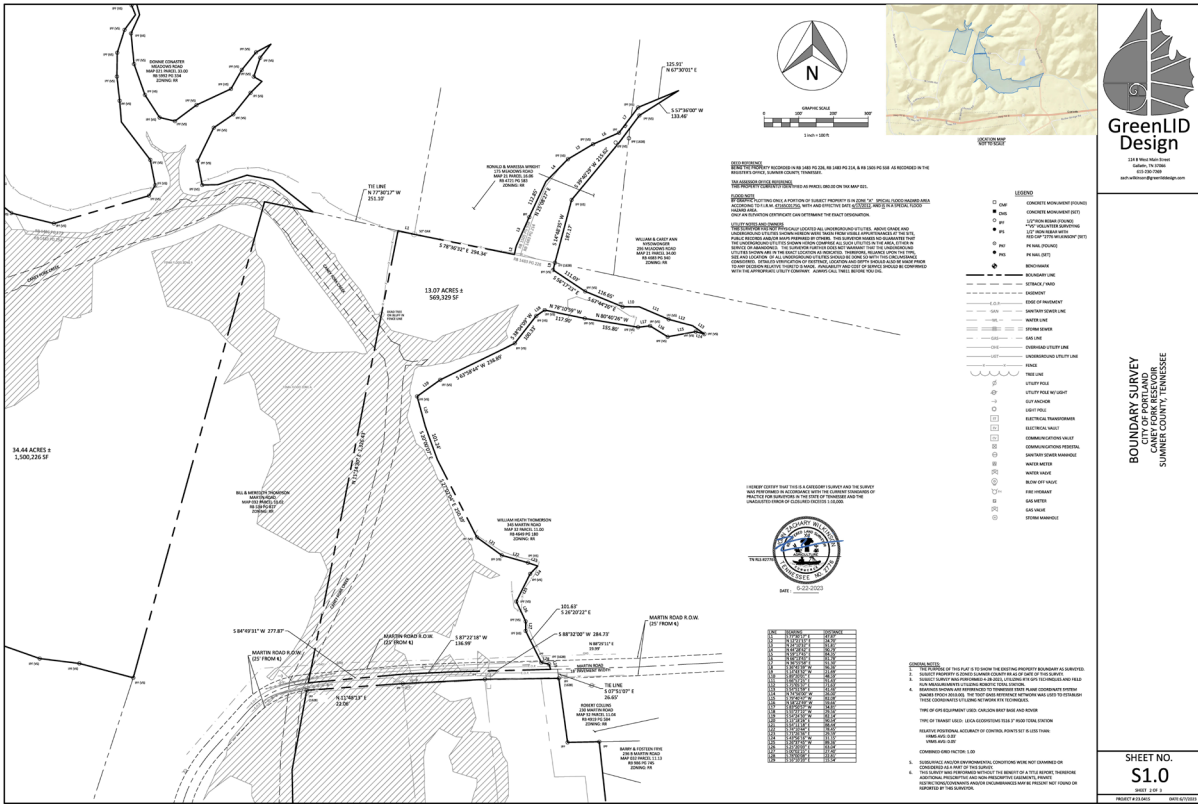
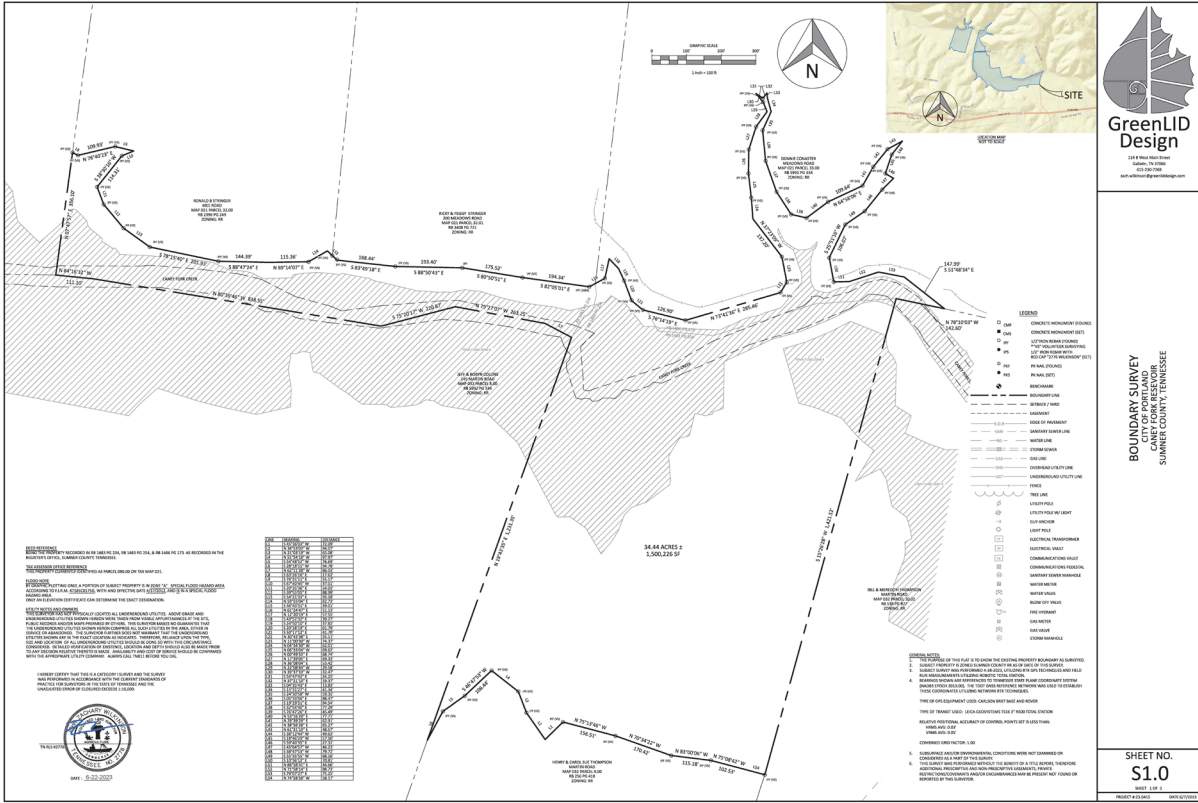
BE IT FURTHER ORDAINED that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 26 - 04

First Reading

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE BEST BID FOR PORTLAND AIRPORT ROOF PROJECT.

WHEREAS, the following seal bids were properly solicited and received prior to bid opening on January 28, 2026, for the repair of the Portland Airport roof, located at 601 Airport Rd Portland, TN 37148; and

- A) TO BE FILLED IN AFTER OPENING BIDS ON 1-28-2026
- B)
- C)
- D)

WHEREAS, The City of Portland hereby recommends the acceptance of the best bid from _____ for the Portland Airport roof repair.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the bid be accepted and contract be entered into for the repair of the Portland Airport roof; 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:

ORDINANCE

City of Portland, Tennessee

No. 25 - 61

Second 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: December 1, 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).

ORDINANCE

City of Portland, Tennessee

No. 26 - 06

First Reading

AN ORDINANCE TO PURCHASE 0.08+/- ACRES ADJACENT TO THE CITY OF PORTLAND POLICE DEPARTMENT

WHEREAS, The owner of an adjacent property contacted the City wishing to sell the property for an asking price of \$15,000.00 plus the installation of a fence to divide the property; and

WHEREAS, The City desires to acquire the 0.08+/- acres adjacent to the Police Department to better align the parking lot and provide greater access to the rear of the building; and

WHEREAS, The property has been properly surveyed and appraised with supporting documents attached; and

WHEREAS, If approved the City will prepare and coordinate all necessary documents for property transfer and ownership with current owner; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that the approximate 0.08+/- acres of property adjacent to the Police Department be purchased for \$15,000.00 plus the installation of a fence to better align the current property line and allow greater access to the rear of the building.

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:

PREPARED FOR:

THE CITY OF PORTLAND, TENNESSEE
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148

SUMMARY APPRAISAL REPORT OF:

TAX MAP 033A GROUP B PARCEL 022.00 P/O
PORTLAND, TENNESSEE 37148

OWNER:

JOHN TUCKER & EVELYN TUCKER
322 REED STREET
PORTLAND, TENNESSEE 37148

APPRAISED BY:

LUTHER BRATTON
TENNESSEE REAL ESTATE APPRAISER, CR-621

PREPARED BY:

BRATTON & ASSOCIATES
820 SOUTH BROADWAY
PORTLAND, TENNESSEE 37148

EFFECTIVE DATE OF APPRAISAL:

DECEMBER 31, 2025

DATE OF REPORT:

JANUARY 13, 2026

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Type: Unimproved Vacant Land

Property Identification: Map 033A Group B Parcel 022.00 P/O, Portland, Tennessee – Sumner County

Tax Map/Parcel #: 033A B 022.00 P/O

Ownership: John & Evelyn Tucker

Effective Date of Appraisal: December 31, 2025

Date of Appraisal: January 13, 2026

Purpose of Report: Market Value Estimate of Amount Due to Owner

Interest Appraised: Fee Simple – The foregoing definition is taken from the “The Dictionary of Real Estate Appraisal” as published by the American Institute of Real Estate Appraisers, 1993.

Property Data

Land Area: 0.08 +/- acres (3,472 sf)

FEMA FIRM: 47165C0134G; dated April 17, 2012; Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFE’s) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.

Zoning: R-10

Highest and Best Use: As Vacant Unimproved (Assemblage)

Estimated Opinion of Fair Market Value:

SIXTEEN THOUSAND EIGHT-HUNDRED FIFTY DOLLARS (\$16,850)

EXTENT OF THE APPRAISAL PROCESS

The following Summary Appraisal report is intended to comply with requirements set forth under the Financial Institutions Reform Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines effective December 10, 2020; and the Uniform Standards of Professional Appraisal Practice (USPAP) effective January 1, 2020. In the completion of this assignment, the appraiser signing this report has adhered to the Competency Rule of the Uniform Standards of Professional Appraisal Practice.

SIGNIFICANT OBSERVATIONS AND LIMITING CONDITION

Site-specific information pertaining to the proposed parcel acquisition provided by the City of Portland was relied upon in this appraisal assignment. The other pertinent information was obtained from public records, public officials, property owners, real estate professionals, and other reliable sources. The market value estimate contained herein makes the extraordinary assumption that the furnished information is true and correct.

Extraordinary Assumption: “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusion.” (USPAP, 2019-2021 ed.) Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Page 73, The Dictionary of Real Estate Appraisal, Fifth Edition).

SCOPE OF REPORT

The purpose of this appraisal is to provide an opinion of the market value for a portion of said map and parcel for the purpose of assemblage to an adjoining property. The date of our last physical inspection was December 31, 2025. For purposes of this report, market value is defined as “the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from and willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.”

The value to be estimated is all cash value. This report format is an appraisal report. The property rights appraised will be fee simple ownership, defined as “absolute ownership unencumbered by any other interest or estate, subject only to limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

The client for this assignment is the City of Portland, Tennessee who will use this appraisal to provide compensation to the property owner for the acquisition of the subject parcel.

The scope of this appraisal involved an inspection and analysis of the subject property, collection and verification of data included from public records, real estate agents, real estate brokers, and commercial sales data services. In the appraisal of this property, the following steps and analyses were completed:

- Inspected and photographed the subject site;
- Obtained site-specific information pertaining to the subject property from the client;
- Reviewed furnished materials, including engineer’s drawings of the acquisition area;
- Analyzed recorded ownership records, tax assessment and zoning data;
- Analyze the Sumner County area, the subject neighborhood, and the subject site with respect to prevailing market conditions and property values;
- Gathered comparable market data from the Sumner County area;
- Analyzed the data gathered to arrive at the highest and best use of the subject property “as though vacant”;
- Analyzed available market data for application in the sales comparison approach;
- Estimated market value of the subject property’s fee simple estate;
- Derived “amount due to owner” based on market value estimate.

INTENDED USE AND USER OF APPRAISAL

This appraisal is intended for the sole purpose of assisting the City of Portland in providing an opinion of fair market value for potential acquisition of the subject parcel for assemblage with Map/Parcel 033A B 12.00, 431 N. Broadway, Portland, TN 37148. This report is for the exclusive use of the City of Portland. Bratton & Associates is not responsible for unauthorized use of this report.

This is a summary report, which is intended to comply with the Standard Rule 2-2(b). As such, it presents only summary discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client.

DEFINITION OF MARKET VALUE

Market value as used in this appraisal is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale (12 C.F.R Part 34.42(g)).

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is something that is assumed to be true, but it is not certain. If it turns out to be untrue, the value conclusion could be impacted extraordinary assumptions are those assumptions that are specific to the assignment, as opposed to general assumptions, which could be applicable to any assignment. In this assignment, we have assumed typical general assumptions and limiting conditions as cited in the addenda of this report. In this particular assignment, the following additional extraordinary assumptions were made:

Because of the numerous mathematical calculations that are inherent for partial acquisition valuations, limited rounding of value estimates is made in this report. Value estimates are not exact, but opinions of approximate value only.

JURISDICTIONAL EXCEPTIONS

The Jurisdictional Exception Rule allows "an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP." This includes federal and state constitutions, legislative and court made law, administrative rules, regulations and ordinances. In this assignment, there are no known conflicts of law or public policy that disregard a part of *USPAP*.

HYPOTHETICAL CONDITIONS

A hypothetical condition is "that which is contrary to what exists but is supposed for the purpose of analysis." In The use of hypothetical conditions derived from public policy and case law does not result in a process that is limited or renders the result no longer credible. No hypothetical conditions are utilized in this assignment.

PROPERTY RIGHTS APPRAISED

Real property refers to “the interest, benefits, and rights inherent in the ownership of physical real estate” (page 161, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute). Property rights are economic interests supported by the law. The bundle of rights referred to as the property rights may include a great many rights such as easements, encroachments, liens, leases, etc. The various rights may be separated and held by different individuals or entities. The most complete form of ownership is fee simple ownership. Any limitation of ownership rights is required to be given special attention. An appraisal assignment may require the appraisal of the fee simple estate or a partial interest such as a leasehold estate or an easement.

The property rights of ownership appraised in this report include the fee simple estate.

DEFINITION OF FEE SIMPLE ESTATE

Fee simple estate is defined as the “absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat” (page 78, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute).

IDENTIFICATION OF SUBJECT PROPERTY and LEGAL DESCRIPTION

The subject of this appraisal is an unimproved tract of land containing 0.08 acres located in Portland, Sumner County, Tennessee. The subject is further identified by the Sumner County Assessor of Property as Part Of Parcel 022.00 on Tax Map 033A Group B.

EFFECTIVE DATE OF APPRAISAL

The effective date of this appraisal is December 31, 2025, the date of last inspection. This report was completed on January 13, 2026.

OWNERSHIP HISTORY

Title to the property is currently vested in John Wesley and Evelyn G Tucker and was obtained from Evelyn G Tucker of record in Book 6378, Page 204, in the Register’s Office for Sumner County, Tennessee.

To our knowledge, the subject property was not listed for sale; however, the City of Portland approached the current property owner with an interest and intent to purchase. A purchase agreement was not provided to the appraiser for review. The above title information is provided only to give a general background of the ownership history of the subject. To the best of our knowledge, the information is accurate; however, we do not guarantee any of the title history shown above.

PROPERTY TAX DATA

The subject is identified by the Sumner County Property Assessor’s Office as Map/Parcel: 033A B 022.00. Based on the 2019 tax rate and the subject’s assessed value, the property’s annual tax burden is calculated as follows:

Map/Parcel	Appraised Land Value	Appraised Imp. Value	Appraised Total Value	Assessed Value	County Taxes	City Taxes	Total Taxes
033A B 022.00	\$85,100.00	\$175,800.00	\$240,800.00	\$60,200.00	\$855.44	\$541.80	\$1,397.24

Please note: The property's annual tax burden is for the full Map/Parcel mentioned above. Tax burden for the subject site and portion of the above Map and Parcel has not been assessed.

SITE DATA

The subject of this appraisal is an unimproved land locked tract located between Reed Street and N. Broadway, in Portland, Sumner County, Tennessee. The subject's physical features are described as follows:

- Size: 0.08 +/- acres (3,472 sf)
- Shape: Irregular
- Frontage: None
- Access: No Public Street (Access shall be provided by Grantee's Adjoining Land)
- Topography: Level
- Utilities: None
- Flood Map: 47165C0134G, Dated 04/17/2012
- Subsoil: We were not provided a soil study of the site, but it is assumed that the subsoil is of sufficient strength and load bearing capacity.
- Easements: The subject site does not have any access to public street; therefore, can only be utilized as assemblage to an adjoining property.
- Improvements: None
- Environmental: *The existence of hazardous substances, including without limitation, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is based on the assumption that no such condition on or in the property or in the proximity would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.*
- Conclusion: Considering the subject's physical characteristics, location and no accessibility, the property appears to be suitable for assemblage with the adjoining property. No utilities are available to the subject.

AREA ANALYSIS

The Nashville region is centrally located within the United States, providing a competitive advantage to businesses that locate in the region. Nashville's location and expansive modes of transportation allow manufacturing and logistics business to reach U.S. and international locations with ease and affordability. Tennessee shares a border with eight different states, providing connectivity to the southeast region and beyond.

Portland and both Sumner/Robertson County are part of the Nashville Metropolitan Statistical Area (MSA) and have had positive growth over the last 45 years. The majority of Portland is in Sumner County. Robertson and Sumner Counties are part of thirteen (13) counties that make up the Nashville MSA, and Portland is located near the Tennessee-Kentucky state line with convenient access to I-65, US Highway 31W and CSX Railroad. Portland is approximately forty (40) miles due north of Nashville. Major access is from State Route 52 with an interchange on I-65.

With a 2023 population of 13,325, it is approximately the 48th largest city in the state. Portland is currently growing at a rate of 1.13% annually and has shown a 3.9% increase from the 2020 census, with a 907.2 population per square mile.

The average household income in Portland is \$72,380 with a poverty rate of 12.1%. The median rental costs in recent years come to \$1,100 per month, and the median house value is \$256,400.

SUBJECT NEIGHBORHOOD

The subject neighborhood is located in an older section of the community where there is a mixture of mixed use, industrial, commercial, family rental/owner-occupied two and three-bedroom single-family residential dwellings. Within the last five years, most of the housing units in the subject neighborhood were built between 1900-2025. In recent years there has been some new construction on in-fill lots within the subject market area.

In summary, this neighborhood is heavily concentrated with commercial and small residential properties. This area has average visibility, access and available public utilities such as water, sewer and electricity. The availability of utilities is a positive factor, combined with the convenient access to I65, as well as access to all service conducive to residential living within minutes, undoubtedly adds to the stability of this community. The Portland market has experienced steady growth, which will likely continue over the next few years.

SUBJECT UTILITIES

The subject site has no access to public water, gas and electric.

SUBJECT ZONING

The subject property is currently zoned Low Density Residential (R-10) by the City of Portland, Tennessee Zoning Department. The following description was taken from *City of Portland, Tennessee Combined Zoning Ordinance* which was adopted on December 19, 1989 and last amended 2024 and 2025.

Low Density Residential (R-10)

The purpose of the Low Density Residential District hereinafter referred to as the "R-10" is to:

"This district is designed to provide suitable areas for low density residential development characterized by an open appearance. The residential development will consist of single family detached dwellings and accessory structures. This district also includes community facilities, public utilities and agricultural activities. The application of this district is appropriate in the rural and suburban character areas of the adopted comprehensive plan. "

HIGHEST AND BEST USE CONCLUSION

Highest and Best Use is defined by the Appraisal Institute as: *“The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissible, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property -specific with respect to the user and timing of the use- that is adequately supported and results in the highest present value”* (page 93, *The Dictionary of Real Estate Appraisal*, Fifth Edition).

The definition indicates that there are two types of highest and best use. The first type of highest and best use is the use of land or a site as though vacant. The second type of highest and best use is the use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site’s highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs.

Subject Highest and Best Use: Unimproved Vacant Land (Assemblage)

EXPOSURE & MARKETING TIME

Exposure time is defined as: “estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Marketing time is defined as: “an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.”

The appraiser estimates the subject exposure and marketing time to be 0-360 days.

METHOD of APPRAISAL

Appraising real estate involves three approaches to value:

1. The Cost Approach – based upon the estimated reproduction or replacement cost of the improvements less accrued depreciation plus land value.
2. The Sale Comparison Approach – a direct comparison of the property under appraisal with other similar properties which have sold.
3. The Income Capitalization Approach – a set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated benefits into property value. This conversion is generally accomplished using either direct capitalization or discounted cash flow analysis.

The applicability of these three approaches depends on the specific property involved and the amount of available data. These three approaches are then reconciled or correlated into one final indication of value. The most applicable method here is the Sales Comparison Approach.

SALES COMPARISON APPROACH

The Sales Comparison Approach is “the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale price (or unit process, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison” (page 175, *The Dictionary of Real Estate Appraisal*, 5th Edition, Appraisal Institute).

The sales comparison approach relies on the principle of substitution, which implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property. The subject of this appraisal is an unimproved tract of land containing 0.08 +/- acres located between North Broadway and Reed Street in Portland, Sumner County, Tennessee. The subject has historically been used for a single family residential site. As previously explained, all utilities are currently not available for the subject’s site. The following sales were considered in our analysis (see chart below):

COMPARABLE SALES SUMMARY

MARKET DATA ANALYSIS	ITEM	SUBJECT PROPE	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3	
	Address	619 Denning Ford Rd Portland, TN 37148	107 Jackson Rd Portland, TN 37148	101 Oak St Portland, TN 37148	101 Park Ave Portland, TN 37148	
	Proximity to Subject		0.84 miles NW	0.05 miles N	0.07 miles N	
	Sales Price	\$	\$ 100,000	\$ 100,000	\$ 435,000	
	Price \$/Sq. Ft.	\$	\$ 11.47	\$ 7.49	\$ 10.18	
	Data Source(s)		RealTracs#2642562;DOM 311	CRS	CRS	
	ITEM	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
	Date of Sale/Time Adj.		05/15/25		06/12/25	08/11/24
	Location	N;Res;Residential	N;Res;Commerical		N;Res;Commercial	N;Res;Commercial
	Site/View	N;Res;Commercial	N;Res;Commercial		N;Res;Commercial	N;Res;Commercial
Site Size	3472 sf	8712 sf		13340 sf	42688 sf	
Road Frontage	0	83'	-50%	110'	-50%	
Topography	Level	Level		Level	Level	
Improvements	None	None		None	None	
Sales or Financing Concessions		Cash;0		Cash;0	Cash;0	

Adequate comparable data was available to develop a reliable sales comparison approach to value; therefore, the opinion of market value of the subject is based on the sales comparison approach. The range in unit value per square foot is Comp 1 at \$5.73, Comp 2 at \$3.74, and Comp 3 at \$5.09. The appraiser used the weighted average of all three comparable site size sales and estimates the indicated unit value per square foot to be \$4.85 per sf.

CONCLUSION of OPINION OF MARKET VALUE

0.08 ac (3,472 sf) x \$4.85= \$16,839

ESTIMATED OPINION OF VALUE OF 0.08 ACRES ROUNDED TO:

SIXTEEN THOUSAND EIGHT-HUNDRED FIFTY DOLLARS (\$16,850)

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The Appraisal Report and resulting estimate of value, made expressly for The City of Portland is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to change in the future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise states in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connected with such matters.
6. The physical condition of the improvements described herein was based on visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering, which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is fill compliance will all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the vale estimate(s), unless such proration or division of interests is set forth in the appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is no qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property, which would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.

14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.

15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oils, water, etc.) that may be found on the subject property.

16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.

17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.

18. The Americans with Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

CERTIFICATION OF THE APPRAISER

I certify that, to the best of our knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinion and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the Codes of Ethics of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Luther Bratton made a personal inspection of the property that is the subject of this report.
10. As of the date of this report, I, Luther Bratton, have completed the requirements of the continuing education as required by.
11. Luther Bratton hereby certifies that he is a Tennessee State Certified Real Estate Appraiser and his certification number is CR-621.
12. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, specific valuation, or an amount, which would result in the approval of a loan.
13. I have not appraised this property in three years prior to accepting this assignment. I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within three-year period immediately preceding acceptance of this assignment.
14. The appraisal is in conformity with Uniform Standards of Professional Appraisal Practice.



Luther Bratton
Certified Real Estate Appraiser, CR-621

ADDENDA

LEGAL DESCRIPTION

Exhibit "A"

Legal Description

SITUATED in Portland, Sumner County, Tennessee, between North Broadway (S.R. 109) and Reed Street approximately 275' south of the intersection of North Broadway and Freedom Drive;

BEING a portion of the Tucker property of RB 6378 PG 204, (also part of the R.D. Moore Subdivision, DB 92 PG 546) R.O.S.C. TN; also known as Tax Map 033A Group B Parcel 022.00 of the Sumner County Tax Assessor, being more particularly described as follows:

BEGINNING on an existing IPF said corner being the northeast corner of herein described tract and being in the northern line of the parent tract, also being the south west corner of Ashley Rapp (RB 6388 PG 512, a corner of lot 20 of R.D. Moore Subdivision, DB 92 PG 546), also being the south east corner of City of Portland (RB 497 PG 297), said corner being S 65°51'54" W a DISTANCE of 157.35' from a POINT, being the TRUE corner, (also being 154.62' from an IPF in the west right of way of Reed Street, being 22.07' from centerline);

THENCE leaving Rapp and City of Portland, severing the Tucker property, S 25°26'15" E a DISTANCE of 73.55' to an IPS, in the northern line of Etheridge Eudora (RB 4318 PG 162, part of R.D. Moore Subdivision, DB 92 PG 546);

THENCE running in the line of Eudora S 64°33'45" W a DISTANCE of 43.47' to a PKS, being corner of City of Portland;

THENCE leaving Eudora and running with City of Portland for the next two calls as follows, N 30°37'53" W a DISTANCE of 75.00' to a PKS;

THENCE N 65°51'54" E a DISTANCE of 50.27' to the POINT OF BEGGINING;

Above description contains 0.08 Acres (3,472 Square Feet) more or less.....

A boundary description of this size falls under the definition of a subdivision per T.C.A §§ 13-3-301 and 13-3-401 and therefore may be subject to penalty as identified in respective chapters. The use of this legal description is to be used only for purposes consistent and/or compatible with state and local law in regards to the transfer of property.

Bearings based on Tennessee State Plane (NAD 83) through the Tennessee Geodetic Reference Network.

The above described tract is land locked as surveyed. Access shall be provided through the grantee's joining land.

All recorded documents referenced above are from the Registers Office of Sumner County, Tennessee. "RB" stands for "Record Book", "DB" stands for "Deed Book", "PB" stands for "Plat Book" and "PG" stands for "Page".

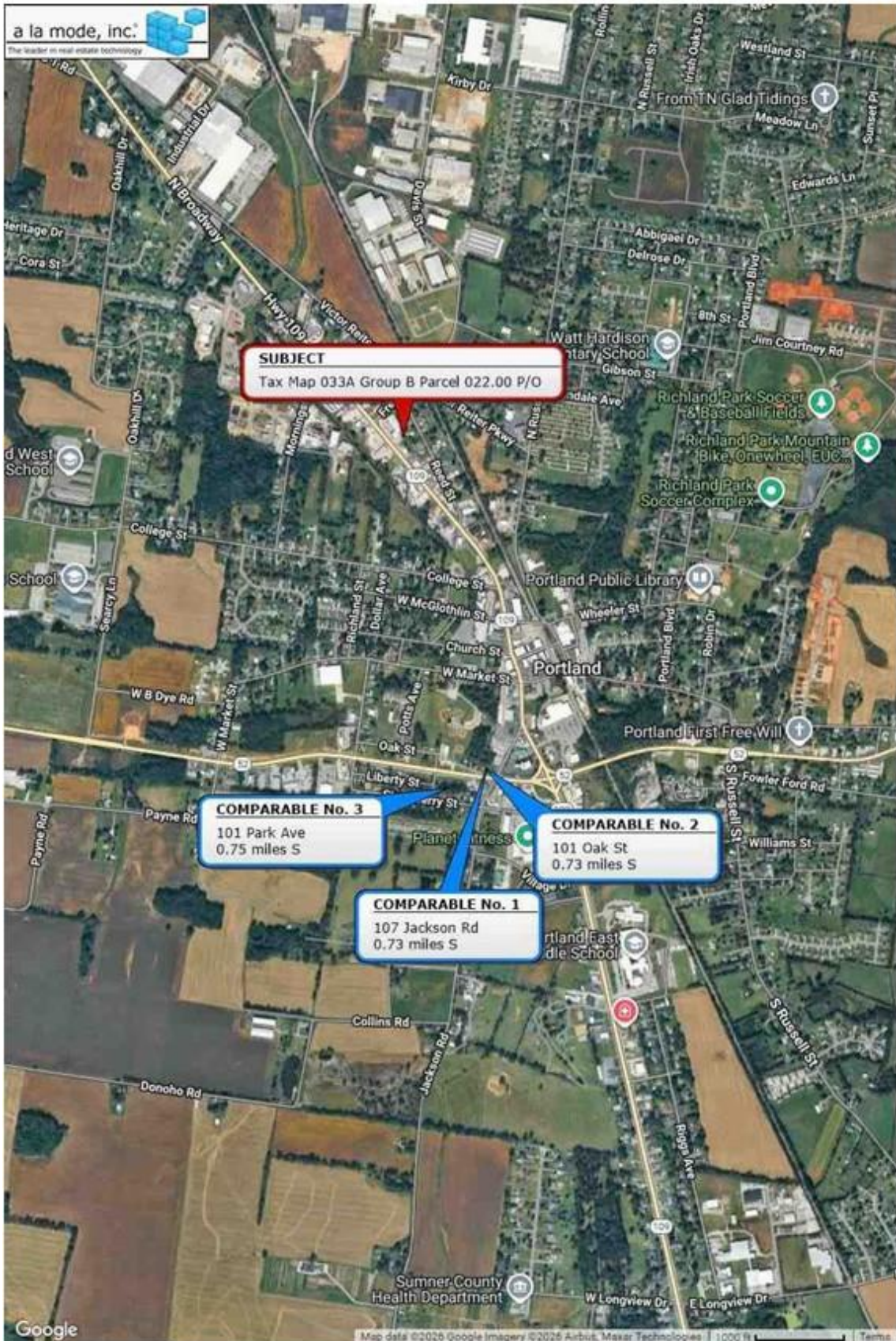
All "IPS" are 18" long ½" iron rebar pins with a red cap marked "Wilkinson RLS 2776" set as part of this survey. All "IPF" are ½" iron rebar pins found, unless noted otherwise.

This description was prepared by Cornerstone Development Services Surveying, 120 Main Street, Portland TN 37148; based on survey performed on September 29, 2025, job number 25.197CDS, and certified by John Zachary Wilkinson, TN RLS # 2776.

SUBJECT PHOTOGRAPHS



SUBJECT LOCATION MAP



SUBJECT AERIAL MAP



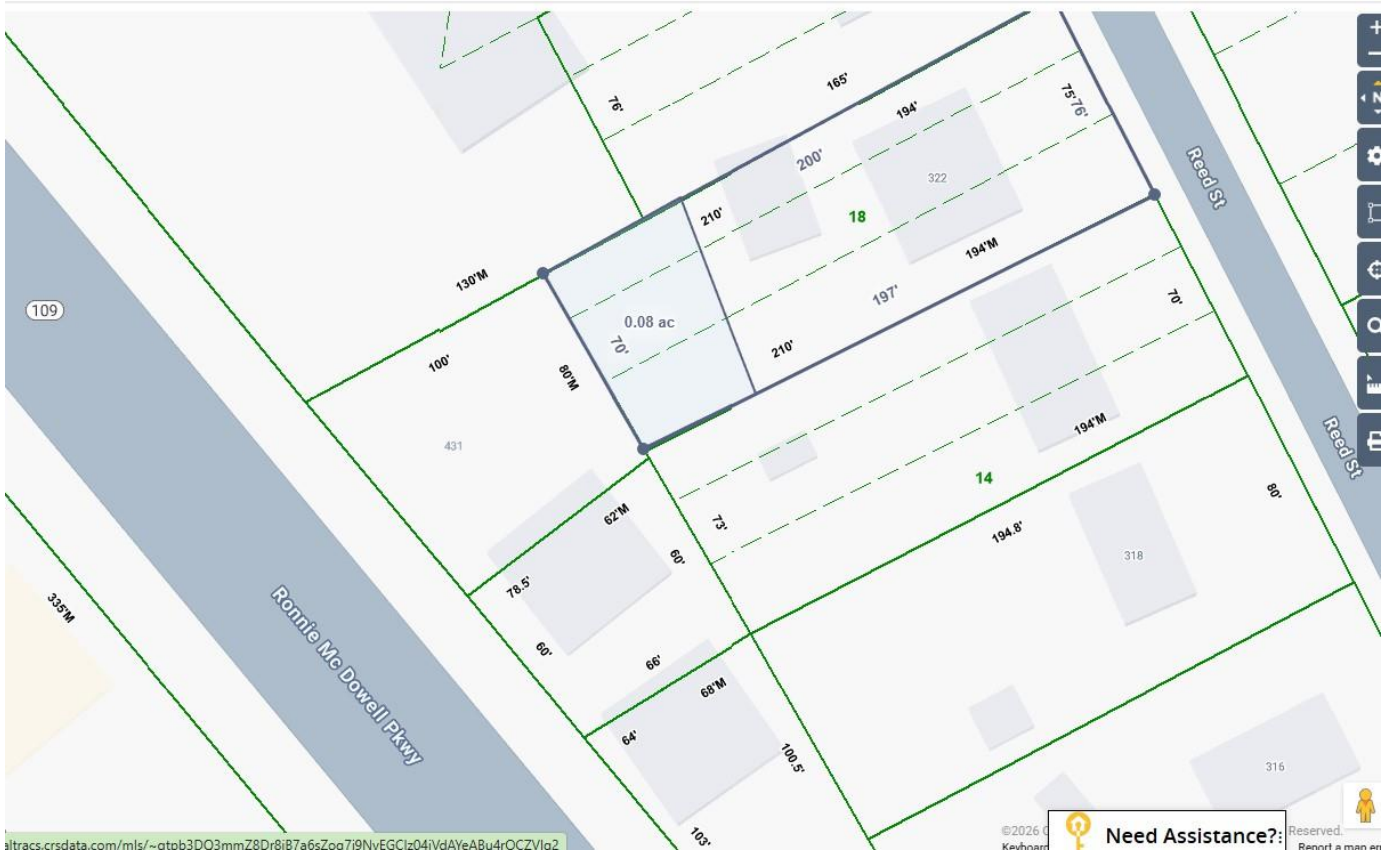
SUBJECT CRS PLAT MAP

Home



Settings | Help

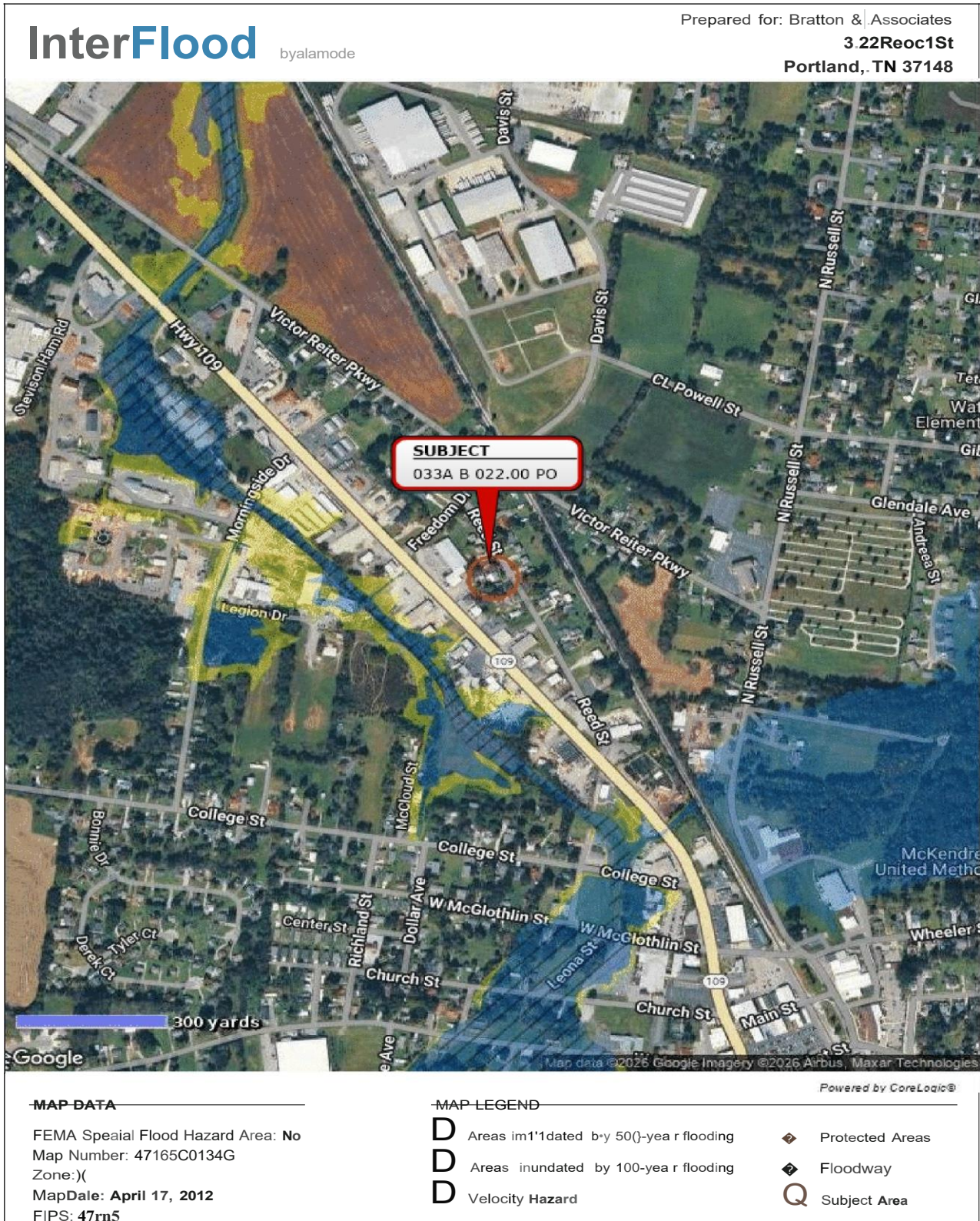
Property Report Comparables Prospecting Facts & Figures



SUBJECT ZONING MAP



SUBJECT FLOOD MAP



RESOLUTION

City of Portland, Tennessee

No. 26 - 10

A RESOLUTION TO RESCIND RESOLUTION 25-51 AND REPLACE WITH THIS RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A QUALIFIED CONTRACTOR FOR THE CONSTRUCTION OF A REGIONAL DETENTION BASIN ON AIRPORT ROAD.

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

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

WHEREAS, TDEC permits, such as a Construction General Permit and an Aquatic Resources Alteration Permit, are required for this project and applications for those permits have delayed the expected start time; and

WHEREAS, upon obtaining those permits, the Mayor can enter into this agreement with a contractor to begin constructing the detention basin at no cost to the City; and

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

DEVELOPMENT AGREEMENT: AIRPORT RD DETENTION BASIN

CITY OF PORTLAND, TENNESSEE

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

I. GENERAL CONDITIONS

A. Scope of Agreement

The DEVELOPER shall construct the detention basin according to the designed plans. Material shall be removed from the Airport Road site in a way that works towards the common goal of constructing the designed regional detention basin with the outlet

structure being installed at the appropriate time. The CITY will provide grading plans to the DEVELOPER. There will be no cost charged to the CITY by the DEVELOPER for removing the material from the proposed basin. The DEVELOPER is allowed to keep the removed material for their own use.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Best Management Practices (BMPs)

The DEVELOPER will install BMPs on the Airport Road site. The CITY will be responsible for a Hydrologic Determination for the site and obtaining the Construction General Permit and Aquatic Resources Alterations Permit. The CITY will be responsible for twice-weekly Level 1 inspections.

E. Construction Traffic Control

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

G. Soil Suitability

The DEVELOPER will be responsible for performing a geotechnical exploration of the existing soil conditions on the Airport Road property to determine soil suitability for the intended purpose.

III. BINDING EFFECT

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

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

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to rescind Resolution 25-51 and replace with this resolution authorizing the Mayor to enter into an agreement with a qualified contractor for the construction of a regional detention basin on Airport Rd; 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

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____
CITY ATTORNEY

DATE

RESOLUTION

City of Portland, Tennessee

No. 26 – 12

A RESOLUTION TO INSTALL TRAFFIC CALMING MEASURES ON STRAWBERRY STREET BASED ON THE RECOMMENDATION OF THE TRAFFIC STUDY

WHEREAS, The City Council enlisted the services of a traffic engineer (Resolution 25-65) to study possible changes to Strawberry Street and the surrounding area; and

WHEREAS, The study revealed that Strawberry Street could benefit from certain traffic calming measures due to traffic counts and the narrowness of the roadway; and

WHEREAS, The City Council does hereby approve all appropriate signage, striping, and speed humps to be applied to Strawberry Street according to the study; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that traffic calming measures according to the traffic study be applied to Strawberry Street; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of



ORDINANCE

City of Portland, Tennessee

No. 26 - 07

First Reading

AN ORDINANCE TO REPEAL AND REPLACE IN ITS ENTIRETY ORDINANCE NUMBER 18-19 Title 17 OF THE CITY OF PORTLAND MUNICIPAL CODE

WHEREAS, The City of Portland has evaluated the current municipal code and determined that several updates are needed to ensure the contents are compliant with our City's needs, and

WHEREAS, The updated Title 17 will outline the most comprehensive policies to date and allow the residents and businesses of Portland to see how solid waste and brush disposal is handled within Portland's City Limits, and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland Ordinance Number 18-19 is hereby replaced in its entirety by this new ordinance, 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:

Title 17 SOLID WASTE

Chapter

- 17-1. Purpose
- 17-2. Definitions
- 17-3. Rules and regulations to implement title
- 17-4. Solid Waste Storage
- 17-5. Solid Waste Movement and Hauling
- 17-6. Solid Waste Dumping
- 17-7. Recycling and solid waste reuse
- 17-8. City solid waste collection services
- 17-9. Collection service and fee
- 17-10. Authority of city to confiscate, etc. unsatisfactory containers
- 17-11. Proximity of other personal effects
- 17-12. Nonresidential establishment containers, storage, practices and requirements.
- 17-13. Industrial waste
- 17-14. Hazardous refuse
- 17-15. Disturbing containers
- 17-16. Disposal
- 17-17. Failure to comply
- 17-18. Violations and penalty
- 17-18. Exclusive collection

Sec. 17-1. Purpose.

This chapter is determined and declared to be a sanitary measure for the protection and promotion of the health, safety, and welfare of the citizens of Portland, hereinafter referred to as "the City." It outlines the measures to be implemented to provide for the appropriate disposal of solid waste.

Sec. 17-2. Definitions.

For the purpose of this chapter, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words used in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory.

Back door pick-up. Service provided by the city for disabled, infirmed, or ill customers, lacking the physical ability to move their container to appropriate servicing point for city equipment. This service requires an official doctor's statement. Service is provided as outlined and conditioned in the SDOSWD document.

Bulk item. Any item that will not fit in standard solid waste container, excluding building materials, hazardous waste, industrial waste, or other items or materials "that are not collected by standard city equipment".

Building materials. Any material such as lumber, brick, block, stone, plaster, concrete, asphalt, roofing shingles, gutters, cabinets, flooring, carpet, or any other substances accumulated as the result of repairs or additions to existing buildings or structures, construction of new buildings or structures.

Container. A can, dumpster, or other storage vessel used for collection and storage of solid waste

Cuttings. All tree limbs, trimmings, shrubbery, etc.

Garbage. Putrescible animal and vegetable waste, liquid, or otherwise resulting from the handling, processing, preparation, cooking, and consumption of food and all cans, bottles, and other containers originally used for food stuffs.

Garden refuse. All accumulations of plants, stems, roots, vegetables, and fruits remaining after harvest.

Hazardous refuse. Any chemical, compounds, mixture, substances, or articles which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, or otherwise harmful. The following is a list of substances which should not be placed with solid waste collected by the city.

- (1) Flammable liquids, solids, or gases such as gasoline, benzene, alcohol, or other similar substances.
- (2) Any material that could be hazardous or injurious to city employees or which could cause damage to city equipment and/or facilities.
- (3) Hazardous waste as defined in T.C.A. § 68-212-104(9) and household hazardous waste as defined in T.C.A. § 68-211-802(a)(7);
- (4) Construction waste consisting of materials from construction, demolition, remodeling, or construction site preparation including, but not limited to, rocks, bricks, dirt, debris, fill, plaster, guttering, and all types of scrap materials;
- (5) Human or animal excrement;
- (6) Hot materials such as ashes, cinders, etc.;
- (7) Infectious waste including, but not limited to, those classified by the following:
 - a. Isolation wastes. Wastes contaminated by patients who are isolated due to communicable disease as provided in the U.S. Center for Disease Control Guidelines for Isolation Precautions in Hospitals (July 1983).
 - b. Cultures and stocks of infectious agents and associated biological cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, waste from the production of biological, discarded lice and attenuated vaccines.
 - c. Laboratory waste which has come into contact with cultures and stocks of etiologic agents or blood specimens. Such wastes include, but are not limited to, culture dishes, blood specimen tubes, devices used to transfer, inoculate and mix cultures, paper and cloth which has come into contact with cultures, and stock of etiologic agents.
 - d. Human blood and blood products. Waste human blood and blood products such as serum, plasma, and other blood components.
 - e. Pathological wastes. Pathological wastes such as tissues, organs, body parts, and body fluids that are removed during surgery and autopsy.
 - f. Discarded sharps. All discarded sharps, e.g., hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades, etc., used in patient care, medical research, or industrial laboratories.
 - g. Contaminated animal carcasses, body parts and bedding of animals that were intentionally exposed to pathogens in research, in the production of biological or vitro testing of pharmaceuticals.
- (8) Human and/or animal remains.

Industrial waste. All waste that is peculiar to industrial, manufacturing, or processing plants.

Litter. All garbage, refuse, and trash and all other waste material which, if thrown, deposited, or left unattended as herein prohibited, tends to create a danger or nuisance to public health, safety, and welfare.

Non-residential establishment. Any dwelling, building, or facility that is not a home for an individual family unit, as allowed by the current zoning ordinance. Nonresidential establishments as defined in this chapter also include multi-use, multi-family, and mixed-use dwellings, buildings, and facilities.

Producer. Person or entity responsible for generation of solid waste.

Public place. Area publicly or privately owned, to which the public have access by right or invitation, expressed or implied.

Refuse. All putrescible and nonputrescible solid waste (except body waste) including garbage, trash, industrial waste, ashes, street cleanings, dead animals, and abandoned automobiles.

Sanitation Department Overview of Solid Waste Disposal (SDOSWD document). Document published by the City Sanitation Department outlining the regulations, guidelines, policies, and procedures for city solid waste collection services. This document is established outside of this Title.

Trash. Nonputrescible solid wastes consisting of both combustible and noncombustible wastes such as paper, boxes, cloth, wrappings, crates, grass clippings, cuttings, leaves, glass, and similar material. It shall not include bulky refuse meaning stoves, refrigerators, water tanks, washing machines, furniture, automotive parts, tires, bedding, furnaces, or similar bulky material having weight greater than one (1) pounds and/or a volume greater than five (5) gallons. Trash shall be divided into three (3) categories:

- (1) Household trash. Waste accumulation of paper, sweepings, dust, rags, bottles, cans, or other matter of any kind, other than garbage, which is usually attendant to housekeeping.
- (2) Yard trash. Cuttings, leaves, grass clippings, etc., resulting from normal maintenance and care of landscaped, manicured grounds and lawns but does not include cuttings and leaves from that portion of grounds that have been left in its natural state without annual maintenance.
- (3) Business trash. Any waste accumulation of dust, paper, cardboard, excelsior, rags, or other accumulations other than garbage, household trash, or industrial waste which are usually attendant to the operation of stores, offices, and similar businesses.

Solid waste. Garbage, building materials, cuttings, refuse, waste, litter, trash or any solid material needing disposal and as defined in T.C.A. § 68-211-103.

Sec. 17-3. Rules and regulations to implement title.

The Public Works Director may make such necessary or desirable rules and regulations as are not inconsistent with the provisions of this chapter in order to aid in administration and in order to ensure compliance and enforcement.

Sec. 17-4. Solid Waste Storage.

Each owner, occupant, or other responsible person using or occupying any building or property within the city is required to store solid waste in closed containers or other designated acceptable manner suitable for pickup and disposal by private or public means in compliance with federal, state, and local laws and regulations.

- (1) No person shall place any solid waste in any street, alley, or other public place or upon any private property, whether owned by such person or not, within the city except it be in proper containers for collection or under express approval granted by the Public Works Director. Nor shall any person throw or deposit any solid waste in any stream, drainageway, or body of water.

-
- (2) Any unauthorized accumulation of solid waste on any premises is hereby declared to be a nuisance and is prohibited. Failure to remove any existing accumulation of solid waste shall be deemed a violation of this chapter and subject to enforcement as set out in this Code.
 - (3) All people within the city are required to keep their premises in clean and sanitary condition, free from the accumulation of solid waste except when stored as provided in this chapter.
 - (4) It shall be the duty of every person in possession, charge, or control of any premises or establishment, where solid waste is created or accumulated to keep or cause to be kept at all times containers, specified herein, for the deposit of solid waste on the premises.

Sec. 17-5. Solid waste movement and hauling.

The owner, lessee, or operator of every vehicle engaged in hauling any sand, gravel, dirt, stone, rock, brick, coal, limestone, limestone dust, asphalt, garbage, trash, solid waste, or any material which may, as a result of such vehicle's movement, be likely to blow, fall, or be scattered on or along city streets and alleys shall maintain such a vehicle in a secure condition and shall direct and supervise the loading of said vehicle in such a manner as to prevent any portion of such materials, products, or substances from falling, blowing, or being scattered on city streets or alleys. Nor shall garbage or other materials offensive to the sight or smell be removed or carried on or along the streets and alleys of the city unless it be in trucks having appropriate encapsulation, sealing, and proper cover.

- (1) No person shall cast, place, sweep, or deposit anywhere within the city any refuse in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, drainageway, sewer, parkway, or other public place, or into any occupied premises within the city.
- (2) Violations of these provisions shall be treated as enforceable violations and are therefore subject to penalties under this code.

Sec. 17-6. Solid waste dumping.

Solid waste dumping is prohibited and shall be treated as enforceable violations and are therefore subject to penalties under this code.

Sec. 17-7. Recycling and solid waste reuse.

All producers of solid waste are encouraged to recycle and reuse as much solid waste as possible. The city may establish recycling and reuse services, including drop off centers and collection services as deemed feasible by the Board of Mayor and Alderman.

Sec. 17-8. City solid waste collection services.

The city may provide solid waste collection services through its Sanitation Department as it deems feasible. If service is deemed infeasible, it is the owner's responsibility to provide for other means of solid waste collection and disposal through self-service or private contractors. Conditions and regulations governing City collection service are provided below.

- (1) Collection services of acceptable solid waste are made in accordance with the SDOSWD document available on the city's website or public works department. Collection service may be denied by the Public Works Director if adequate access to solid waste is not available or space for appropriate storage of the solid waste is not available.
- (2) Fees for collection services are established outside of this Title. The City of Portland Board of Mayor and Alderman shall establish the fee structure by independent Ordinance.

-
- (3) Collection services include container collection, brush and yard waste collection, and bulk item collection.
 - (4) Private roadways and long driveway pickup service require a release of liability for city equipment entering said private property. Provisions of this service are contingent upon ability of appropriate equipment to safely provide the service, as determined by the Public Works Director.
 - (5) Customers who cannot place containers as outlined in the SDOSWD document, due to age, disability, infirmity, or illness may request back door pickup. A doctor's statement will be required annually along with a release of liability for entering property for provision of this service.
 - (6) Containers used for solid waste collection must meet the standards outlined in the SDOSWD document. Maintenance, ownership, and responsibility of said container are the customer's responsibility. Service will not be provided for containers that are not in acceptable condition, as determined by the Public Works Director or City designee.

Replacement of carts is the sole responsibility of the container's owner by actions that include:

- a. damaged by vehicles
- b. lost or stolen
- c. weather events
- d. fire damaged
- e. damage to containers due to normal wear and tear
- f. aging carts

Additional conditions may apply at the discretion of the Public Works Director.

- (7) Brush and yard waste collection service are provided as outlined in the SDOSWD document.
- (8) Bulk item pick-up, as defined in section 17-2, is available as outlined in the SDOSWD document.
- (9) Opting out of residential trash service must be approved by the Public Works Director or his designee and is only done under rare and special circumstances.
- (10) The following solid waste is not eligible for pickup by city collection services:
 - a. Any waste not stored or placed as required by this chapter or the SDOSWD document.
 - b. Any bulk items, brush, leaves, stumps, vines, or other materials generated from a site other than the property for which service is provided.
 - c. Any bulk-items, brush, leaves, stumps, vines, or other materials resulting from work done by commercial contractors.
 - d. Building material or hazardous refuse as defined in section 17-2, whether generated by a contractor, the owner, or any other person.
 - e. Automobile, truck, tractor, and other vehicle/equipment tires and any other motor vehicle parts shall be disposed of by owner or producer.
 - f. Any bulk items that are deemed too large or long for City equipment to remove.
 - g. Any bulk-items, brush, leaves, stumps, vines, or other materials that is not stacked correctly, or in a manner outlined in the SDOSWD document – such as: co-mingling brush, bulk, and trash together, and/or placing items too close to possible obstructions.

Sec. 17-9. Collection service and fee.

- (a) All service fees shall be established in a separate ordinance by the City Council.

Sec. 17-10. Authority of city to confiscate, etc., unsatisfactory containers.

Containers used for the deposit of solid waste shall be in such good condition that collection thereof shall not injure the person collecting the contents nor be unsuitable for the healthful and sanitary storage of solid waste substances. The city is hereby authorized to confiscate or to remove unsatisfactory containers from the premises of properties that do not comply with the requirements of this chapter; provided, however, that the owners or their agents or lessees of such containers shall be duly notified of such impending action by five (5) days' notice in writing delivered to the premises on which the unsatisfactory container is located.

- (1) All approved containers shall be issued by the City of Portland Sanitation Department.
- (2) Private carts not issued by the City of Portland shall not be used for sanitation services provided by the City of Portland.
- (3) Any private carts that may be damaged during the disposal of trash shall be the owner's responsibility to replace with a City of Portland issued cart at owners' expense.

Sec. 17-11. Proximity of other personal effects.

Solid waste shall not be stored in close proximity to other personal effects which are not desired to be collected but shall be reasonably separated in order that the collector can clearly distinguish between what is to be collected and what is not to be collected. Personal effects stored or placed within three (3) feet of a container or pile of solid waste shall be prima facie presumed to be solid waste to be collected.

Sec. 17-12. Nonresidential establishment containers, storage, practices and requirements.

Solid waste produced by keepers and/or owners of nonresidential establishments.

- (1) City solid waste collection services can be provided if determined to be appropriate by the Public Works Director. Determination will be made based upon:
 - a. Ability to provide service.
 - b. Quantity of solid waste being collected.
 - c. Appropriateness of containers to be used for storage of the solid waste in the area.
 - d. Location and accessibility of containers to be serviced.
- (2) Appeal procedure for disputes between producer and the Public Works Director. Within ten (10) days after the mailing of the notice or the service thereof, of the Public Works Director' decision, the keepers or owners of the nonresidential establishment may appeal to the city council for a hearing to contest the decision.
- (3) Producers not utilizing city solid waste collection services shall provide for storage, collection services and methods, and screening for storage compliant with the city zoning ordinance.

Sec. 17-13. Industrial waste.

The collection and disposal of industrial waste shall be the responsibility of the owner, lessee, occupant, or producer.

Sec. 17-17. Hazardous refuse.

No hazardous refuse, as defined in section 17-2, shall be placed in any receptacle, container, or unit used for refuse collection by the city. The collection and disposal of such refuse shall be the responsibility of the owner,

lessee, occupant, or producer. Questions on how to dispose of hazardous waste can be made by contacting the City of Portland Public Works Department.

Sec. 17-15. Disturbing containers.

No unauthorized person shall uncover, rifle, pilfer, dig into, turn over, or in any other manner disturb or use any refuse container belonging to another. This section shall not be construed to prohibit the use of public solid waste containers for their intended purpose.

Sec. 17-16. Disposal

All solid waste collected by any person, firm, or entity within the boundaries of the city shall be delivered to an approved Tennessee Department of Environmental and Conservation (TDEC) disposal site.

Sec. 17-17. Failure to comply

Any person, persons, firm, association, corporation, or agent thereof who shall fail, neglect, or refuse to comply with the provisions of this chapter, shall be refused service or deemed to be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.

Sec. 17-18. Violations and penalty

Violations of this chapter shall subject the offender to a penalty under the general penalty provision of this code. Each day a violation is allowed to continue shall constitute a separate offense

Sec. 17-19. Exclusive collection

The City shall be the only entity allowed to collect residential waste within the City Limits. It shall be unlawful for any person other than the City or its authorized contractor to engage in the business of collecting, removing, and disposing of refuse in the City Limits except those private collectors specifically authorized by the City at commercial businesses. This does not prohibit establishments from collecting and hauling their own refuse so long as such refuse is stored, collected, and hauled as prescribed in this chapter.

ORDINANCE

City of Portland, Tennessee

No. 26 - 05

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH JOEY ROLLINS FOR THE WATER IMPROVEMENTS TO INSTALL A NEW SIX (6) INCH WATER MAIN THROUGHOUT THE HARPER ROAD SUBDIVISION, LOCATED AT 0 HARPER ROAD, TAX MAP 032, PARCELS 049.02, 050.00, 071.00, AND 072.00 IN PORTLAND, TENNESSEE.

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

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

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

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement with Joey Rollins for the Harper Road Subdivision, located at 0 Harper Road, Tax Map 032, Parcels 049.02, 050.00, 071.00, and 072.00; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:
Passed Second Reading:

Developer's Agreement: Harper Road Subdivision

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this ____ day of _____, 2026 by and between Joey Rollins ("DEVELOPER") and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER owns and desires to develop a 21-lot residential subdivision, located 0 Harper Road, Tax Map 032, Parcels 049.02, 050.00, 071.00, and 072.00, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System does not have capacity for the development and will require fees to be paid for upgrading our System, along with improvements installed by the Developer, from the Portland Department of Utilities on the **23rd** day of **January, 2026** (the "LETTER"). A copy of the Renewal Letter is attached to this Agreement as Exhibit A; and

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

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

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

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 1,325 LF of six (6) inch water main and all required appurtenances, the IMPROVEMENTS in accordance with this agreement.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

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

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

II. UTILITIES

A. Water Distribution System

a. Installations:

The DEVELOPER will be required to install approximately 1,325 LF of six (6) inch water main with all associated appurtenances.

b. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **\$43,476.56** for the maintenance surety, prior to PDU accepting the IMPROVEMENTS.

B. Gas Distribution System

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

Developer's payment to the CITY in the amount of (i) **\$2,250 per lot** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total maintenance SURETY amount of **\$43,476.56** for the PROJECT's utilities, shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS. The WATER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

III. VIOLATIONS AND REMEDIES

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

IV. BINDING EFFECT

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

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

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____

CITY ATTORNEY

DATE

EXHIBIT A



CITY OF PORTLAND
ZECHARIAH ROWLEY – ENGINEER TECHNICIAN
100 SOUTH RUSSELL ST.
PORTLAND, TENNESSEE 37148
Telephone (615) 323-1437
Email Address: zrowley@cityofportlandtn.gov

Joey Rollins
360 Freeland Rd
Portland, TN 37148

Date: 1/23/2026

**Re: WATER CAPACITY LETTER (RENEWAL #1)
HARPER ROAD AND HIGHWAY 52E, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 032, PARCEL 49.02, 50.00, 71.00, 72.00**

Portland Department of Utilities (PDU) has completed its review of your application for water for the proposed 21-lot subdivision at the above referenced location. Please see below for the capacity details.

WATER:

The existing Portland Water Treatment Plant has a hydraulic capacity of approximately 2.95 million gallons per day (MGD). The Sumner County Regional Transmission Main project will provide an additional 3 MGD in water supply to the City of Portland. Once completed in September of 2026, the City of Portland will have adequate water supply capacity to support this proposed development.

If the lots are less than five acres, the development will be required to achieve the following fire flow rate:

- Inside City Limits = 1,000 gpm
- Outside City Limits = 500 gpm

The 16-inch along Hwy 52E will have to be completed and in service, so the system can supply.

If the lots are greater than or equal to five acres, no fire flow is required.

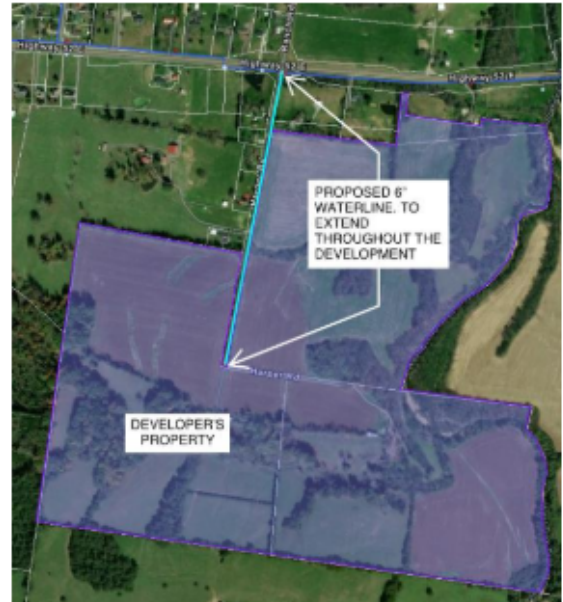
The City is currently working on several Water Capital Improvement Projects. The Developer will be required to pay a Developer's Contribution of **\$15,750** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$31,500** towards water improvement fees as per Ordinance 23-15. The Developer's Contribution and water improvement fees shall be paid prior to PDU releasing any water taps for this development.

Improvement Fee:

Single Family Residence – 21 Units
21 Units x \$1,500 = **\$31,500**

Developer's Contribution:

Single Family Residence – 21 Units
21 Units x \$750 = **\$15,750**



The Developer will be required to upsize the waterline along Harper Road from the existing two (2) inch to a six (6) from the intersection of Hwy 52E and Harper Road to the end of Harper Rd and throughout the development. Shown in light blue.

For any utilities the City accepts, the City is required by state law to depreciate all the fixed assets of the utility over a 40-year period. With this project, the total estimated value of the water installation is \$231,875.00. Thus, the estimated value must be depreciated annually over the 40-year period. That equates to approximately \$5,796.88 in additional expenses to the City's annual budget for the next 40 years.

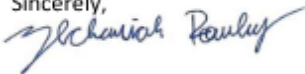
Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. The water meter shall be located on the property to be serviced or in a dedicated private easement for the property to be served, not more than twenty (20) feet from the Public Right-of-Way. All of this was approved by Resolution 24- 64 (Water), 24- 61 (Sewer), and 24-60 (Gas).

No approval of any services is indicated. Construction Plans will be required to be submitted and approved by PDU for the development. The fees associated with each lot (i.e. tap, connection, capacity fees, etc.) will be determined once Construction Plans are submitted and utility installations have been accepted by the City, and the Residential Single-Service Availability Form Request is filled out for water.

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

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

Sincerely,



Zechariah Rowley
ZFRAV001535REN1

cc.
Business Office
PDU Office Staff

RESOLUTION

City of Portland, Tennessee

No. 26 - 13

A RESOLUTION AUTHORIZING BARGE DESIGN SOLUTIONS INC TO PERFORM PROFESSIONAL ON-CALL SERVICES FOR ENGINEERING AND CERTAIN TASK ORDERS AS NEEDED

WHEREAS, the City requires consultants for engineering review and design services as needed; and

WHEREAS, time and material services shall be billed as listed within Exhibit A Schedule of Standard Charges of the Master Professional Services Agreement as supplied by Barge Design Solutions Inc.; and

WHEREAS, task orders may be billed either as hourly or fixed-price as needed and shall include the minimum; and

- Scope of Work
- Performance Period
- Pricing Structure
- Deliverables
- Compliance Requirements

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve Barge Design Solutions Inc for professional On-Call Services for engineering and certain task orders as needed; and

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

Mike Callis, Mayor

Tracy Kizer, City Recorder

Approved this

Master Professional Services Agreement

This Master Professional Services Agreement (Agreement) is made as of date last signed below by and between City of Portland, TN (Client) and Barge Design Solutions, Inc. (Barge) for professional services to be performed on a Task Order basis:

- I. **PROFESSIONAL SERVICES:** Barge shall furnish such engineering and related services, as Client may request from time to time ("Services"). The particular project ("Project"), associated specific Services, schedule, and fee or estimated fee will be mutually agreed and set forth in a Task Order issued by Client under this Agreement. Each Task Order will specifically refer to and incorporate this Agreement by reference.
- II. **COMPENSATION:** Compensation by the Client to Barge for services rendered will be as defined in each Task Order. For hourly work, the rate schedule included in **Exhibit A** will be utilized.
- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty days old. In the event legal action is necessary to enforce the payment terms of this agreement, Barge shall be entitled to recover its attorneys' fees, court costs, and other collection expenses.
- IV. **TIME:** Unless agreed otherwise in writing, Barge will commence its services within a reasonable time after receipt of any Task Order issued under this Agreement. Barge will perform its services with reasonable diligence and expediency and in a manner commensurate with the exercise of due professional care. Barge shall not be liable for delays or suspensions due to circumstances beyond Barge's control. If such delay or suspension extends more than six months (cumulatively), Barge's compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Barge may at its sole discretion suspend performance of services upon five days' written notice to Client. Barge shall have no liability to Client, and Client agrees to make no claim for any damage, delay or otherwise, as a result of such suspension. Upon cure of the cause of the suspension, Barge shall resume services within a reasonable time, and there shall be an equitable adjustment of the estimated project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, Barge shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by Barge. The parties further agree that Barge is not a fiduciary of Client.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten days' written notice to the other party. On termination by either the Client or Barge, Client shall pay Barge all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by Client, all licenses or other rights Client had in any instruction of professional service, or other documents, information or services arising out of or related to this Agreement, shall terminate.

- VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by Barge pursuant to this Agreement are instruments of professional service. Barge shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent of Barge shall be at Client's sole risk and without liability to Barge; and to the fullest extent permitted by law, Client shall assume all risk from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. Barge shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, Barge will have access to the site for activities necessary for the performance of its services. Client agrees that Barge shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. Barge further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. INSURANCE:** Barge shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect Barge from claims of professional negligence arising from the performance of services under this Agreement.
- XI. RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Barge, to the fullest extent permitted by law, the parties agree to allocate the risks such that Barge's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Barge's services under each Task Order of this Agreement from any cause or causes shall not exceed the amount of Barge's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- XII. DISPUTE RESOLUTION:** If either party believes that a dispute exists which arises out of this Agreement that requires resolution, such party shall notify the other party in writing with a request to conduct informal negotiations to resolve such dispute. Within thirty days after the receipt of such a request, the parties shall meet and confer and attempt to resolve the dispute in good faith. Executive and/or managerial personnel from each party, with actual authority to resolve the dispute, shall be in attendance at such a meeting. If either party believes that the dispute cannot be resolved after such effort has been undertaken, then such party shall notify the other in writing. If such informal negotiations do not resolve the dispute, it is agreed that such matters shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by Barge represents the judgment of one or more Barge design professionals and is supplied for general guidance of Client. Since Barge has no control over the construction marketplace and does not use the same pricing methods used by contractors. Accordingly, Barge does not guarantee the accuracy of such opinions.
- XIV. JOINTLY DRAFTED:** This Agreement shall be considered as jointly drafted by Barge and Client, and no uncertainty or ambiguity found in its terms shall be construed for or against either party based on an attribution that the other party drafted this Agreement.

XV. GOVERNING LAW: Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

City of Portland, TN	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name: Jonathan Childs
Title:	Title: Sr. Vice President
Address:	Address: 615 3 rd Avenue South Suite 700 Nashville, TN 37210
Date Signed:	Date Signed:
Tax I.D. Number:	

BARGE DESIGN SOLUTIONS, INC.
EXHIBIT A
SCHEDULE OF STANDARD CHARGES

The following hourly rates apply for personnel of BARGE and its wholly owned subsidiaries for time properly chargeable to the work.

Hourly Rate Schedule

Classification	Hourly Rate
Engineering Associate I/Architecture Associate/Scientist	\$135
Engineering Associate II/Architecture Associate/Scientist	\$145
Engineering Associate III/Architecture Associate/Scientist	\$155
Professional Engineer I/Project Scientist	\$165
Professional Engineer II/Registered Architect	\$175
Sr. Professional Engineer I/Construction Manager	\$195
Sr. Professional Engineer II	\$205
Sr. Professional Engineer III/Sr. Registered Architect	\$245
Sr. Professional Engineer IV/Sr. Registered Architect	\$275
Sr. Technical Specialist	\$295
Sr. Technical Leader/Quality Control	\$305
Administrative Assistant	\$110
Office Administrator	\$120
Senior Administrative Manager	\$165
Project Administrator	\$125
Senior Project Administrator	\$135
CAD Technician I/GIS Specialist I	\$125
CAD Technician II/GIS Specialist II	\$145
Designer I	\$130
Designer II	\$150
Designer III/Sr. Specialist	\$170
BIM Manager/Geospatial Solutions Developer	\$195
Project Manager I/Engineering Manger I	\$235
Sr. Project Manager	\$315
Principal-In-Charge/Technical Advisor	\$325
Senior Officer	\$375
Sr. Registered Land Surveyor	\$235

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 10 percent.

Other expenses such as travel expenses, mileage (standard IRS rates), reproduction, photography or videography, or other direct expenses incurred by Barge and related to the work will be invoiced at the actual cost incurred. The hourly rates listed above are valid until February 1, 2027, after which the rates may be adjusted annually based on the average salary adjustment to Barge employees.

RESOLUTION

City of Portland, Tennessee

No. 26 – 14

A RESOLUTION AUTHORIZING PROFESSIONAL ENGINEERING SERVICES FOR THE EPA ADMINISTRATIVE ORDER ON CONSENT TO MEET REQUIRED DEADLINES FOR THE SANITARY SEWER EVALUATION SURVEY

WHEREAS, the EPA consent order requires that *“all work shall be performed using sound engineering practices”* and the City does not have qualified engineering staff able to meet the requirements and deadlines established by the order; and

WHEREAS, the time and milestone requirements listed within the consent order such as 60-days, 90-days, 180-days, 12-months, and 3-years, necessitates using one or more engineering firms on a time and material basis that are familiar with the City of Portland utilities; and

WHEREAS, OHM Advisors has already been tasked with modeling both water and wastewater services within the City and has already been providing engineering services for wastewater moratorium requirements with TDEC and is able to serve as lead engineering firm for the project to help Portland meet the mandated requirements; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve professional engineering services as needed to complete the required EPA Sanitary Sewer Evaluation Survey and requirements of the consent order; 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