



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

8. Communications from Council Members

9. Mayor's Report

10. Consent Calendar

- A.** Ordinance No. 26-02 – Second 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.
- B.** Ordinance No. 26-04 - Second Reading — An Ordinance authorizing the acceptance of the best bid for Portland Municipal Airport Roof Project.
- C.** Ordinance No. 26-05 - Second 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.
- D.** Ordinance No. 26-06 – Second Reading – An Ordinance to purchase 0.08+/- acres adjacent to the City of Portland Police Department.
- E.** Resolution No. 26-16 – A Resolution approving the new appointment of Jeff Hickman to the Portland Airport Authority.
- F.** Resolution No. 26-17 – A Resolution approving the reappointment of Earl Whitmer to the Portland Airport Authority.
- G.** Department Reports
- H.** Minutes from February 2, 2026, City Council Meeting

11. Community Development – Vice-Mayor Megann Thompson

- A.** Discussion — The Retail Coach Contract

12. Finance – Alderman Vince Ellis

- A. Discussion - Budget

13. Fire Department – Alderman Jody McDowell

14. Human Resources – Alderman Vince Ellis

15. Legislative – Mayor Mike Callis

- A. Resolution No. 26-18 – A Resolution for March 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. Resolution No. 26-20 – A Resolution to appoint one member of the City Council as the Alcohol Beverage Board Vice-Chair.
- C. Discussion - Buzz Black Legislation

16. Municipal Airport – Alderman Mike Hall

17. Parks & Recreation – Alderman Brian Woodall

- A. Ordinance No. 26-11 - First Reading – An Ordinance authorizing weekday, weekend and holiday daily rates at Dogwood Hills Golf Course.
- B. Discussion - Park Grant

18. Planning & Codes – Vice-Mayor Megann Thompson

- A. Discussion — McGlothlin Street Property

19. Police Department – Alderman Drew Jennings

- A. Resolution No. 26-15 - A Resolution to accept the USPCA AKC Reunite K9 Grant for \$7,500.00 awarded to the Portland Police Department.

20. Public Works – Alderman Brian Woodall

21. Utility Infrastructure – Alderman Charles Cole

- A. Ordinance No. 26-08 - First Reading – An Ordinance to authorize the Mayor to enter into a Developer’s Agreement with Sunset Investments Partnership for the water improvements to install a new six (6) inch water main throughout the development located at 0 Fleming Road, Portland, Tennessee.
- B. Ordinance No. 26-10 - First Reading – An Ordinance to enter an agreement with CSR Engineering to provide engineering services for the 2026 Point Repair Project.

- C.** Ordinance No. 26-11 - First Reading – An Ordinance to authorize the Mayor to enter into a Developer’s Agreement with Sunset Investments Partnership for the water improvements to install a new six (6) inch water main throughout the development located at 0 Highway 259, Portland, Tennessee.
- D.** Resolution No. 26-19 – A Resolution to approve the final adjusting change order #7 in the decreased amount of \$55,346.80 for the Oak Hill Water System Improvements American Rescue Plan (ARP) Project.
- E.** Discussion — Wasterwater Ad Hoc Update

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 26 - 02

Second 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 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: February 2, 2026

Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 26 - 04

Second 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

WHEREAS, The City of Portland hereby recommends the acceptance of the best bid from Accurline Building Systems for the Portland Airport roof repair. Accurline Building Systems bid total was \$91,723.81; and

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: February 2, 2026

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 26 - 05

Second 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: February 2, 2026

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 an 8-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	DATE
APPROVED AS TO FORM:	

BY: _____	_____
CITY ATTORNEY	DATE

EXHIBIT A



PORTLAND
Department of Utilities
Call 811 Before You Dig!
Portland, Tennessee

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.

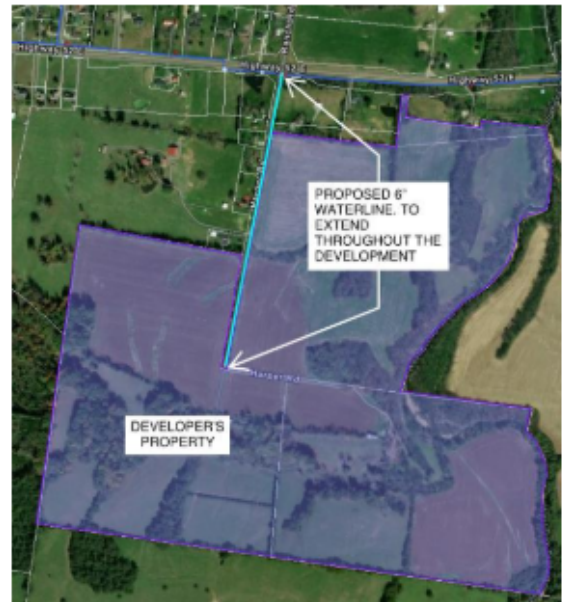
The City is currently working on several Water Capital Improvement Projects. The Developer will be required to pay a Developer's Contribution of **\$15,750** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$31,500** towards water improvement fees as per Ordinance 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) inch to 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

ORDINANCE

City of Portland, Tennessee

No. 26 - 06

Second 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: February 2, 2026

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*.

HYPOTHETETICAL 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:	<i>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.</i>
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 PROPERTY	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	
	ITEM	DESCRIPTION	+ (–) \$ Adjust.	DESCRIPTION	+ (–) \$ Adjust.
	Date of Sale/Time Adj.				
	Location	N;Res;Residential	N;Res;Commercial	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'	110'	60'
	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 full compliance with 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 value 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 not 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.

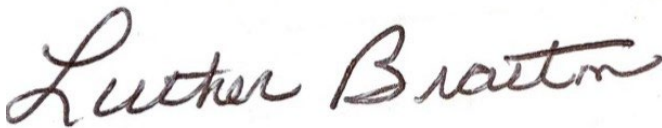
17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.

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



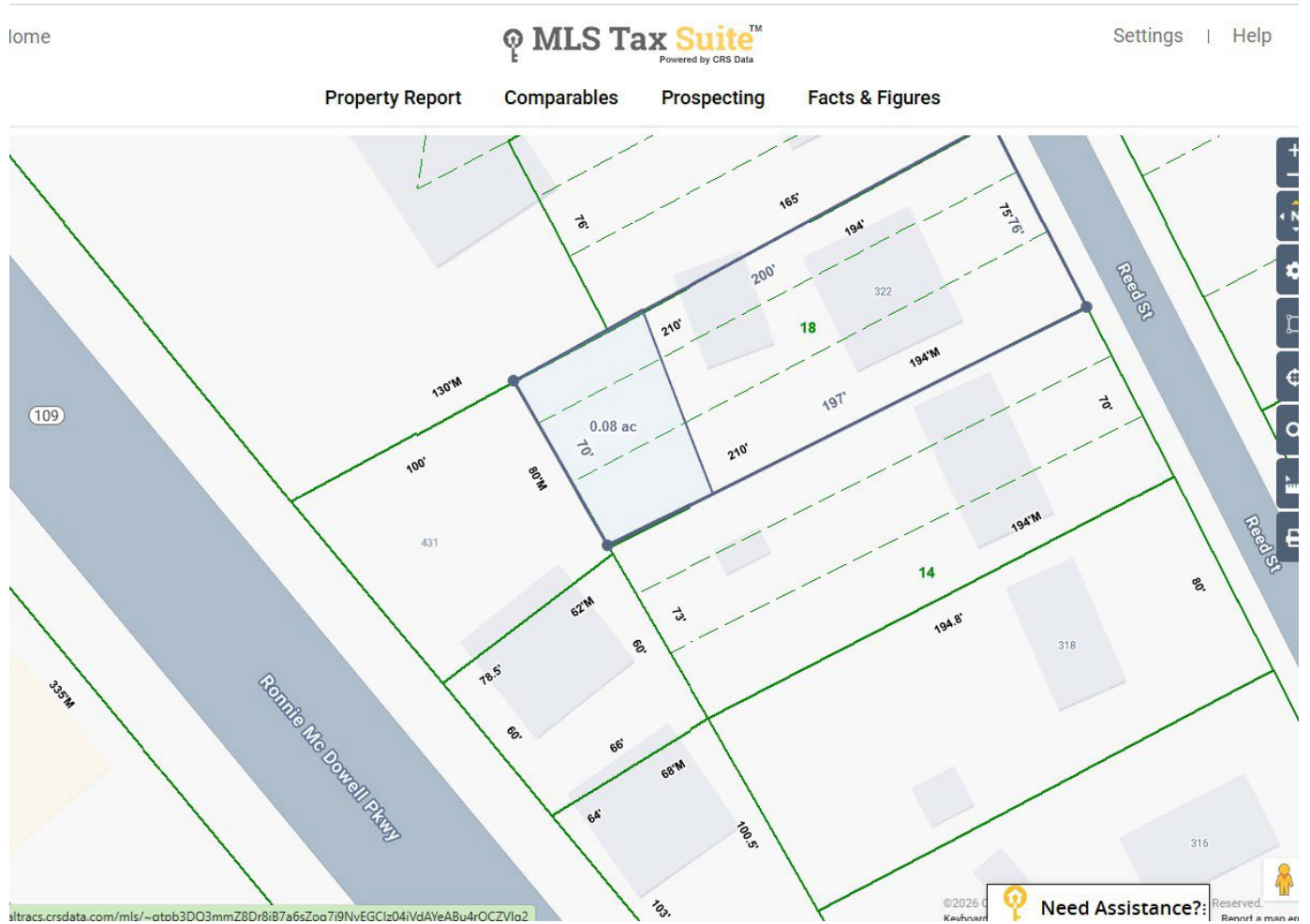
SUBJECT LOCATION MAP



SUBJECT AERIAL MAP



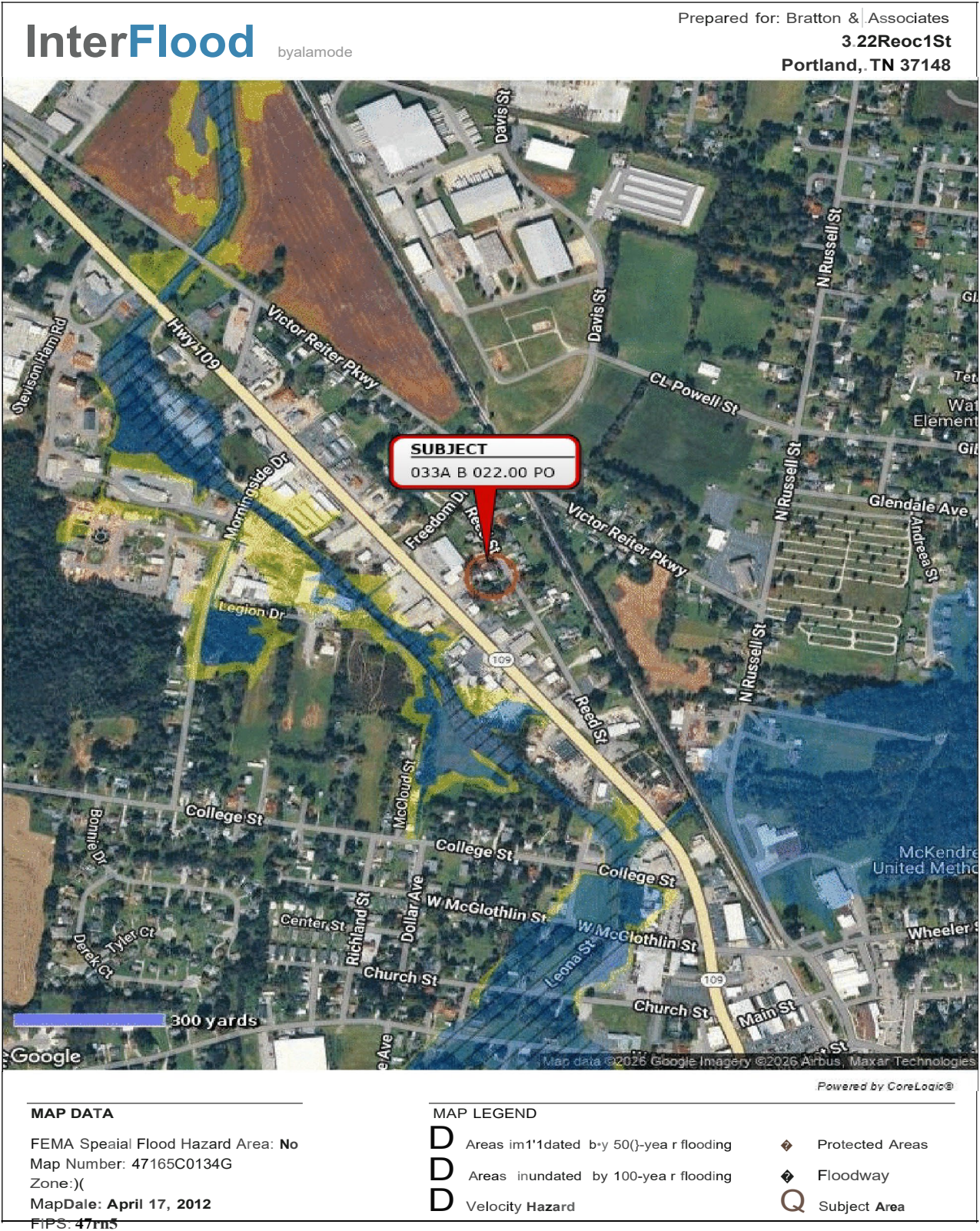
SUBJECT CRS PLAT MAP



SUBJECT ZONING MAP



SUBJECT FLOOD MAP



RESOLUTION

City of Portland, Tennessee

No. 26 - 16

A RESOLUTION APPROVING THE NEW APPOINTMENT OF JEFF HICKMAN TO THE PORTLAND AIRPORT AUTHORITY

WHEREAS The Portland Airport Authority is governed by Tennessee Code Annotated which allows members to be appointed by the local governing body; and

WHEREAS the term of Gravis Birdwell will expire June 23, 2028, and Jeff Hickman has agreed to serve on the Portland Airport Authority; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that Jeff Hickman is hereby appointed to serve on the Airport Authority of the Portland Municipal Airport with a term to expire June 23, 2028; and

BE IT FURTHER RESOLVED that this resolution shall become effective from and after 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 - 17

A RESOLUTION APPROVING THE REAPPOINTMENT OF EARL WHITMER TO THE PORTLAND AIRPORT AUTHORITY

WHEREAS The Portland Airport Authority is governed by Tennessee Code Annotated which allows members to be appointed by the local governing body; and

WHEREAS the term of Earl Whitmer will expire March 2, 2026, and Mr. Whitmer has agreed to continue to serve on the Portland Airport Authority; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that Earl Whitmer is hereby reappointed to serve on the Airport Authority of the Portland Municipal Airport with a term to expire March 2, 2031; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

BUSINESS OFFICE MONTHLY REPORT

JANUARY 2026

Total Payments Received	9,127	\$3,087,552
Utility Bills Processed	10,457	\$2,238,417
Total Service Orders Processed	153	

Total Customers by Service	
Water	8521
Sewer	4790
Gas	5390
Sanitation	4928
Stormwater	5179

New Service Connect/Disconnect	
Water Disconnected	64
Water Connected	31
Gas Disconnected	35
Gas Connected	26

Taps Sold Jan 2026		Taps Sold YTD 2026	
Gas	4	Gas	4
Water	24	Water	24
Sewer	20	Sewer	20

Leak Adjustments Processed	18
Pool Adjustments Processed	0

Municipal Court Findings	
Citations Suspended	7
Citations Dismissed	22
Defendants Found Guilty	98
Defendants Given Traffic Class	43

Business Licenses	
Active Licenses	690
New Licenses	3
Renewed Licenses	29
Active Food Vendors	6

Property Taxes Processed	
Bills Processed	434
Amount Received	\$574,512
Property Taxes Collected YTD	
2023	99.6%
2024	98.2%
2025	52.1%
Tax Relief	
New & Existing Applicants YTD	242
Submitted to State Jan 2026	0
Payment Approved Jan 2026	43

Building Codes - JANUARY - 2026 Report

Permit Type	Monthly Permits Issued	Amount	YTD Permits Issued
Residential Building	12	\$14,632.55	12
Commercial	2	\$2,580.00	2
Industrial	2	\$2,144.96	2
Plan Review	17	\$2,906.28	17
Stand Alone Building	2	\$1,659.42	2
Fire Alarm/Fire Sprinkler	0	\$0.00	0
Plumbing	7	\$1,079.70	7
Mechanical	15	\$2,591.00	15
Use & Occupancy	2	\$230.00	2
Swimming Pool	0	\$0.00	0
Demolition	0	\$0.00	0
Fire Works	0	\$0.00	0
Moving	0	\$0.00	0
Total	59	\$27,823.91	59

Impact Fees Collected - JANUARY - 2026

Parks	\$10,746.00
Police	\$5,679.00
Fire	\$12,996.00
Total	\$29,421.00

General Fund - YTD Totals

\$27,823.91

General Fund - Fiscal YTD

\$264,994.76

Impact Fees - YTD

Parks - \$ 10,746.00

Police - \$ 5,679.00

Fire - \$ 12,996.00

Impact Fees - Fiscal YTD

\$59,375.25

\$41,764.91

\$99,801..43

JANUARY - Inspections

Commercial	2
Residential	88
Industrial	3
Totals	93

Inspections - Totals YTD

2
88
3
93

Economic Development

2026 January Report

Commercial

Developer Meetings 4

Outreach calls 4

Retail Calls 2

Retail Coach update

Industrial IDB

Nashville Chamber Tour Portland Industrial Sites

Kirby Site Visit new construction

MISC

Robertson County Joint Economic Development meeting

Board Meetings Chamber, OHCU, United Way

Meeting with Vol State College and Unipres Workforce

City Council meetings 1

Community

Chamber Networking Lunch

Ribbon cutting SRS Accounting Service

Ribbon cutting FireFLy



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 PORTLAND MUNICIPAL	\$ 2,000,000.00	0%	LAND PURCHASED
AIRPORT LAND ACQUISITIONS	\$ 280,700.00	5%	LAND ACQUISITION METHOD 1
FY24 AIRPORT MAINTENANCE	\$ 15,000.00	0%	RECEIVED
AIRPORT LAYOUT PLAN UPDATE	\$ 326,900.00	0%	PLANNING
POLICE THSO HVE	\$ 10,000.00	0%	AWARDED 10/1/25-9/30/26
POLICE VCIF	\$ 121,761.00	0%	COMPLETE CLOSE OUT RECEIVED
POLICE TLETA	\$ 200,000.00	0%	IN PROCESS
WATER RESOURCE PROTECTION	\$ 4,250,000.00	0%	N/A
REGIONAL WATER LINE PROJECT	\$ 40,000,000.00	0%	CONSTRUCTION
TENNESSEE ART GRANT UP TO \$5,000	\$ 5,000.00	0%	DENIED
T-MOBILE HOMETOWN GRANT UP TO 50,000	\$ 50,000.00	0%	DENIED MORE APPLICANTS THAN INTENDED ENCOURAGED TO APPLY AGAIN
BCBS HEALTHY PLACES (PARKS)	\$ 800,000.00	0%	APPLICATION SUBMITTED 8/29/25 DENIED 12/17/25
250 AMERICA CELEBRATION PROJECT SUPPORT GRANT	\$ 20,000.00	0%	ENCOURAGED TO APPLY AGAIN DUE TO SEVERAL APPLICANTS
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%	APPLICATION SUBMITTED 9/10/25 Denied 11/5/25
WARNING SIRENS	\$ 400,000.00	0%	DID NOT APPLY INFO WAS NOT RECEIVED BEFORE DEADLINE
TMOBILE HOME TOWN GRANT	\$ 39,353.93	0%	DENIED MORE APPLICANTS THAN INTENDED ENCOURAGED TO APPLY AGAIN
TENNESSEE SOUNDS PERFECT	UNKNOWN	0	APPLICATION FOR 4TH QUATER SUBMITTED 11/3/25
FEMA Staffing For Adequate Fire and Emergency Response (SAFER)	UNKNOWN	UNKNOWN	APPLICATION 11/3/25 NOTIFICATION WILL BE 12/1/25
FEMA Fire Prevention and Safety (FP&S)	UNKNOWN	UNKNOWN	SUBMITTED 7/1/25 PENDING
PE Partners Judy Housley Safety Partners Grant	UNKNOWN	UNKNOWN	SUBMITTED 7/1/25 PENDING
FM Fire Service Grant	\$ 5,000.00	UNKNOWN	SUBMITTED 8/13/25 PENDING
PE Partners James L. Richardson Driver Training Grant	UNKNOWN	UNKNOWN	SUBMITTED 9/2/25 RECEIVED 1/7/26
250 AMERICA CELEBRATION COMMUNITY SUPPORT GRANT #2	\$ 25,000.00	0%	SUBMITTED 10/23/25 PENDING
250 AMERICA CELEBRATION PROJECT SUPPORT GRANT #2	\$ 20,000.00	0%	APPLICATION SUBMITTED 11/17/25
AKC REUNITE (POLICE)	\$ 14,000.00	46%	APPLICATION SUBMITTED 12/1/25
			GRANT IS FOR \$7500.00 CITY RESPONSIBLE FOR \$6500.00



City of Portland, TN

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

Monthly Reporting as of January 31, 2026
Fiscal Year has elapsed - 59%

General Fund

	AS OF JANUARY 2026	BOARD PASSED BUDGET	
	FY2026	FY2026	% of Budget
Revenues			
FINES & FORFEITURES	\$210,832	\$180,500	117%
GRANTS AND SPECIAL PROJECTS	\$342,269	\$2,773,600	12%
INTERGOVERNMENTAL	\$1,216,378	\$2,503,000	49%
LICENSES & PERMITS	\$337,485	\$780,000	43%
MISCELLANEOUS	\$608,089	\$683,900	89%
OTHER REVENUES	\$151,588	—	—
TAXES	\$5,884,936	\$11,239,500	52%
REVENUES TOTAL	\$8,751,577	\$18,160,500	48%
Expenses			
ADMINISTRATIVE & MAYOR	\$238,625	\$395,499	60%
ANIMAL CONTROL	\$87,358	\$112,596	78%
CITY GARAGE	\$125,081	\$210,829	59%
CODES	\$143,386	\$250,990	57%
COMMUNITY DEVELOPMENT	\$117,085	\$266,888	44%
COURT	\$52,213	\$105,213	50%
FIRE DEPARTMENT	\$1,864,319	\$5,114,162	36%
GENERAL GOVERNMENT	\$1,958,434	\$2,733,370	72%
GOLF COURSE	\$325,745	\$643,236	51%
GRANTS AND SPECIAL PROJECTS	\$1,877,407	\$5,753,850	33%
HUMAN RESOURCES	\$76,273	\$130,364	59%
PARKS & RECREATION	\$665,708	\$1,072,532	62%
PLANNING & ZONING	\$169,630	\$271,045	63%
POLICE DEPARTMENT	\$2,819,882	\$4,449,443	63%
STATE STREET AID	\$262,248	\$475,000	55%
STREETS AND HIGHWAY DEPARTMENT	\$636,365	\$1,308,234	49%
EXPENSES TOTAL	\$11,419,758	\$23,293,251	49%

Water and Sewer

	AS OF JANUARY 2026	BOARD PASSED BUDGET	
	FY2026	FY2026	% of Budget
Revenues			
GRANTS	\$330,571	—	—
OTHER REVENUES	\$170,299	\$156,500	109%
WATER AND SEWER REVENUES	\$8,999,740	\$12,736,000	71%
REVENUES TOTAL	\$9,500,610	\$12,892,500	74%
Expenses			
BUSINESS OFFICE UTILITIES	\$298,914	\$497,109	60%
SEWER COLLECTION SYSTEM	\$1,976,737	\$3,369,464	59%
SEWER TREATMENT PLANT	\$1,154,252	\$2,808,764	41%
UTILITIES ADMIN	\$401,665	\$923,968	43%
WATER DISTRIBUTION SYSTEM	\$1,804,945	\$3,847,916	47%
WATER FILTRATION PLANT	\$985,239	\$1,864,954	53%
WATER/SEWER GRANTS & PROJECTS	\$431,391	\$1,855,000	23%
EXPENSES TOTAL	\$7,053,142	\$15,167,175	47%

Natural Gas Fund

	AS OF JANUARY 2026	BOARD PASSED BUDGET	
	FY2026	FY2026	% of Budget
Revenues			
GAS REVENUES	\$2,985,447	\$6,093,000	49%
GRANTS	\$15,005	\$0	—
OTHER REVENUES	\$145,579	\$172,000	85%
REVENUES TOTAL	\$3,146,031	\$6,265,000	50%
Expenses			
NATURAL GAS	\$3,386,308	\$8,083,893	42%
EXPENSES TOTAL	\$3,386,308	\$8,083,893	42%

Airport Fund

AS OF JANUARY 2026		BOARD PASSED BUDGET		
	FY2026		FY2026	% of Budget
Revenues				
AVIATION FUEL	\$138,000		\$235,000	59%
GRANTS	\$23,950		\$15,000	160%
OTHER REVENUES	\$159,195		\$204,500	78%
REVENUES TOTAL	\$321,146		\$454,500	71%
Expenses				
MUNICIPAL AIRPORT	\$296,672		\$450,889	66%
EXPENSES TOTAL	\$296,672		\$450,889	66%

Drug Fund

AS OF JANUARY 2026		BOARD PASSED BUDGET		
	FY2026		FY2026	% of Budget
Revenues				
FINES & FORFEITURES	\$2,761		\$2,000	138%
OTHER REVENUES	\$3,804		\$2,000	190%
REVENUES TOTAL	\$6,565		\$4,000	164%
Expenses				
DRUG FUND	\$225		\$13,000	2%
EXPENSES TOTAL	\$225		\$13,000	2%

Stormwater

AS OF JANUARY 2026		BOARD PASSED BUDGET		
	FY2026		FY2026	% of Budget
Revenues				
OTHER REVENUES	\$19,857		\$20,500	97%
STORMWATER	\$737,458		\$1,156,000	64%
REVENUES TOTAL	\$757,315		\$1,176,500	64%
Expenses				
STORM WATER	\$602,877		\$1,129,821	53%
EXPENSES TOTAL	\$602,877		\$1,129,821	53%

Solid Waste

	AS OF JANUARY 2026	BOARD PASSED BUDGET	
	FY2026	FY2026	% of Budget
Revenues			
OTHER REVENUES	\$21,045	\$5,000	421%
SOLID WASTE	\$918,739	\$1,475,603	62%
REVENUES TOTAL	\$939,784	\$1,480,603	63%
Expenses			
SOLID WASTE	\$1,140,290	\$1,874,429	61%
EXPENSES TOTAL	\$1,140,290	\$1,874,429	61%

Impact Fees

	AS OF JANUARY 2026	BOARD PASSED BUDGET	
	FY2026	FY2026	% of Budget
Revenues			
FEES	\$201,265	\$42,500	474%
OTHER REVENUES	\$13,495	\$10,000	135%
REVENUES TOTAL	\$214,760	\$52,500	409%
Expenses			
FIRE DEPARTMENT	—	\$75,000	0%
PARKS & RECREATION	\$6,329	\$75,000	8%
POLICE DEPARTMENT	\$45,713	\$33,500	136%
EXPENSES TOTAL	\$52,043	\$183,500	28%

Impact Fees Revenue Breakdown

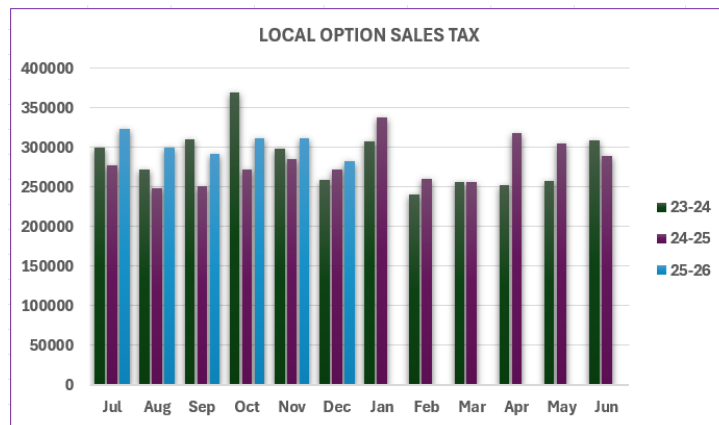
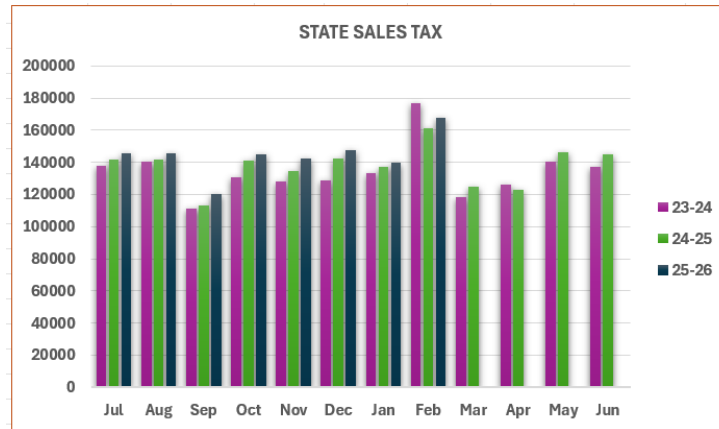
FEE TYPE	AS OF January 31, 2026	BOARD PASSED BUDGET	% OF BUDGET
FIRE IMPACT FEE	\$100,124	\$7,500	1335%
PARKS IMPACT FEE	\$59,375	\$20,000	297%
POLICE IMPACT FEE	\$41,765	\$15,000	278%
INTEREST	\$13,495	\$10,000	135%
REVENUES TOTAL	\$183,373	\$52,500	409%

Debt Service - General Fund

AS OF JANUARY 2026		BOARD PASSED BUDGET		
	FY2026		FY2026	% of Budget
Revenues				
OTHER REVENUES	\$991,936		\$991,627	100%
REVENUES TOTAL	\$991,936		\$991,627	100%
Expenses				
GENERAL DEBT SERVICE FUND	\$230,740		\$991,627	23%
EXPENSES TOTAL	\$230,740		\$991,627	23%

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

Charts



Capital Outlay Equipment

Police	Police Cars x 2	Purchased/Received
	Stop Sticks	Purchased/Received
	Rifles	Purchased/Received
Public Works	Mini Ex	Purchased/Received
Parks	Golf Sign	Ordered
	Mowers x 2	Purchased/Received
	Amphitheater Painting	Completed
	Pickleball Courts	
	ATV (Golf)	Purchased/Received
	Camera System	Purchased/Received
Fire	Ladder Truck	In production expected before March 31, 2025
	Pick-up Truck	Ordered
	Water Rescue Equipment	
Sanitation	Sanitation Truck	Purchased/Received
	Convenience Center Upgrades	
Sewer Collection	Jet Vac Truck	Purchased/Received
	Camera Truck	Purchased/Received
Natural Gas	Leak Detectors	

Projects

Paving	Ongoing
Sidewalks	Ongoing
Subdivision Rules and Regs - Rewrite	Complete
Splash Pad	In Progress - Construction
Irrigation (Golf)	Complete
Police Building Remodel	In Progress - Outside brick and sign left
Parks Maintenance Bldg	Complete
Comprehensive Plan	Complete
Gym Remodel	Engineer/Design Phase
Richland Park Sewer	Planning
Demase St Sewer	Planning
TGT Road Gas Line Replacement	Planning/Design
Oakhill Water Tank	In Progress
Oakhill Water Line	In Progress
Mason's Transmission Water Line	In Progress
WWTP Phase II	In Progress
Sewer Point Repair	On going

Monthly Report Provided by Rachel Slusser, CMFO

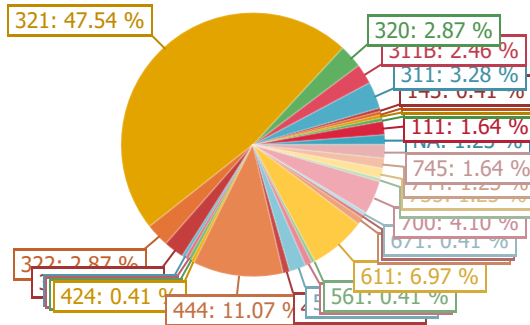


Portland Fire Department

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



Incident Reports By Incident Type, Summary



NA: 1.23 %	324: 2.46 %	622: 0.82 %
111: 1.64 %	400: 0.41 %	651: 0.41 %
115: 0.41 %	411: 0.41 %	671: 0.41 %
131: 0.41 %	412: 0.41 %	700: 4.10 %
140: 0.41 %	424: 0.41 %	733: 0.41 %
143: 0.41 %	444: 11.07 %	735: 1.23 %
311: 3.28 %	445: 0.82 %	744: 1.23 %
311B: 2.46 %	553: 2.05 %	745: 1.64 %
320: 2.87 %	554: 0.82 %	
321: 47.54 %	561: 0.41 %	
322: 2.87 %	611: 6.97 %	

Incident Type

Total Incidents

Percent

INCIDENT TYPE was NOT specified	3	1.23%
111 - Building fire	4	1.64%
115 - Incinerator overload or malfunction, fire confined	1	0.41%
131 - Passenger vehicle fire	1	0.41%
140 - Natural vegetation fire, other	1	0.41%
143 - Grass fire	1	0.41%
311 - Medical assist, assist EMS crew	8	3.28%
311B - Public Assist	6	2.46%
320 - Emergency medical service incident, other	7	2.87%
321 - EMS call, excluding vehicle accident with injury	116	47.54%
322 - Motor vehicle accident with injuries	7	2.87%
324 - Motor vehicle accident with no injuries.	6	2.46%
400 - Hazardous condition, other	1	0.41%
411 - Gasoline or other flammable liquid spill	1	0.41%
412 - Gas leak (natural gas or LPG)	1	0.41%
424 - Carbon monoxide incident	1	0.41%
444 - Power line down	27	11.07%

Incident Type	Total Incidents	Percent
445 - Arcing, shorted electrical equipment	2	0.82%
553 - Public service	5	2.05%
554 - Assist invalid	2	0.82%
561 - Unauthorized burning	1	0.41%
611 - Dispatched & canceled en route	17	6.97%
622 - No incident found on arrival at dispatch address	2	0.82%
651 - Smoke scare, odor of smoke	1	0.41%
671 - HazMat release investigation w/no HazMat	1	0.41%
700 - False alarm or false call, other	10	4.10%
733 - Smoke detector activation due to malfunction	1	0.41%
735 - Alarm system sounded due to malfunction	3	1.23%
744 - Detector activation, no fire - unintentional	3	1.23%
745 - Alarm system activation, no fire - unintentional	4	1.64%
Total Number of Incidents:		244
Total Number of Incident Types:		30

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 '1/1/2026 12:00:00 AM' and '1/31/2026 11:59:59 PM'

Human Resources Monthly Report January 2026

New Hire Orientations	Jan	YTD
Full-Time	0	0
Re-Hires	0	0
Part-Time	0	0
Retirements	0	0
Severances		
• Voluntary	0	0
• Involuntary	1	1
Workers Comp Claims	0	0
Current open positions	4	

Sales Summarized by Product

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

Created on (UTC):

Terminal: M4000-4001275

Start Date: 1/1/2026

End Date: 1/31/2026

Name	Total Amount	Total Units <i>Gallons</i>	Total Count
100 LL	\$7790.24	1657.500	73 <i>gallons</i>
Jet A	\$3784.00	880.000	12 <i>gallons</i>

Running Totals

Number of Sales: 85

Sale Total: \$11574.24

Units Total: 2537.500

Fuel Sales for January 2026

Douglas Hunter Field | Runway Operations Report

Report Date Range: 01/2026

Report creation date: 02/01/2026 11:27

Generated by: dhunter@cityofportlandtn.gov

Total Operations

1,053

Landings

433

Takeoffs

471

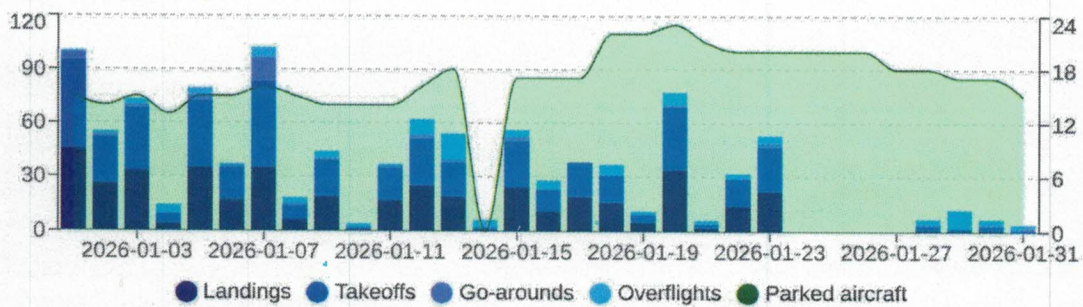
Go-Arounds

38

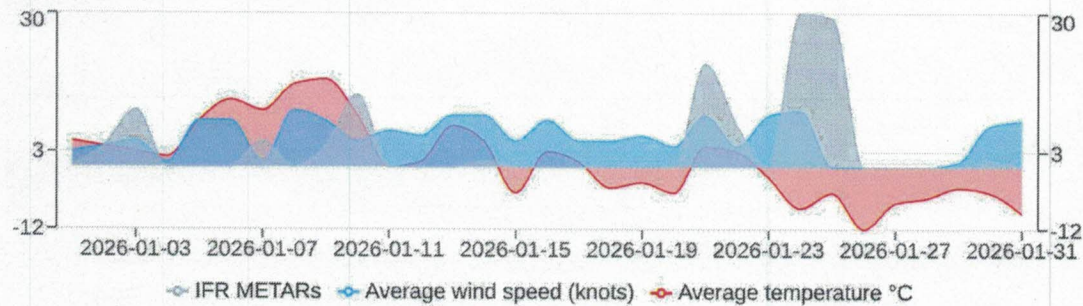
Overflights

111

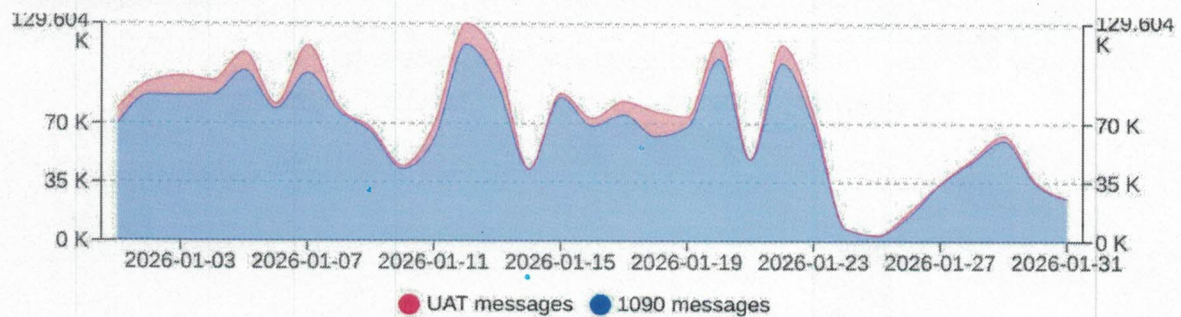
Operations by Day



Weather Conditions



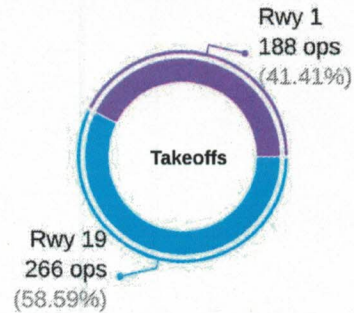
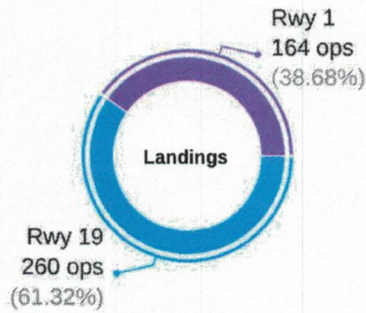
Receiver health



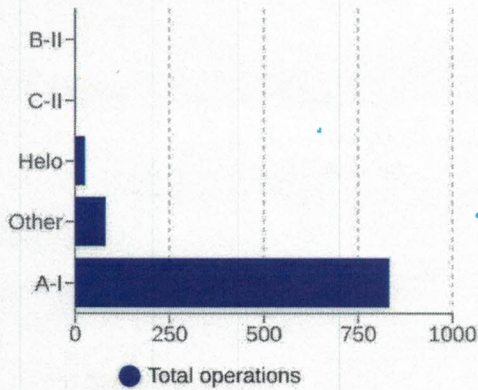
Douglas Hunter Field | Runway Operations Report

Report Date Range: 01/2026

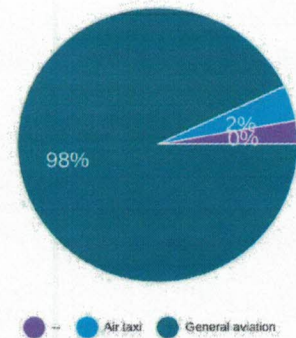
Operations by Runway



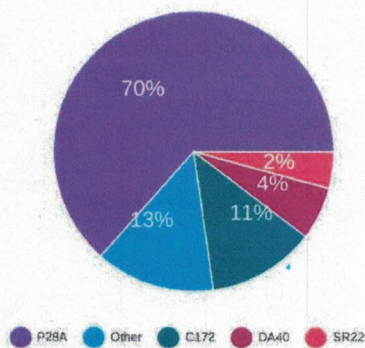
Operations by Category



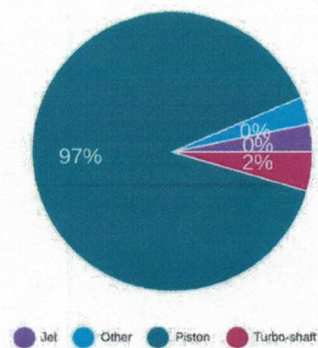
Operations by Type



Top Aircraft Types



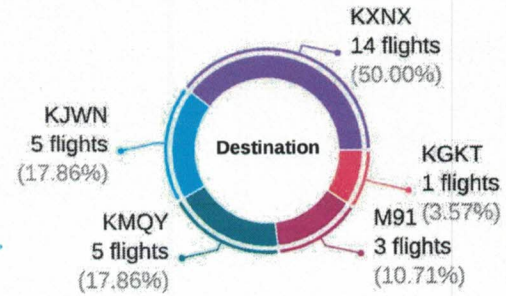
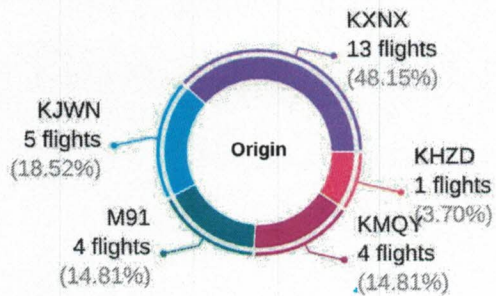
Operations by Engine Type



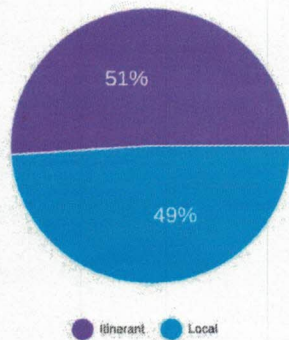
Douglas Hunter Field | Runway Operations Report

Report Date Range: 01/2026

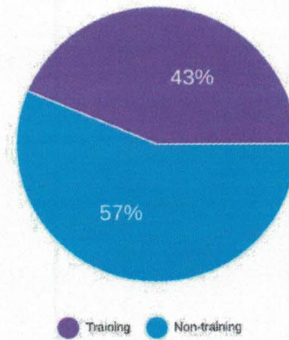
Top Airports



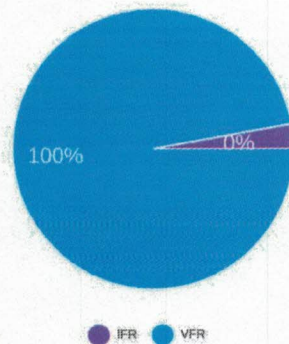
Local vs Itinerant Flights



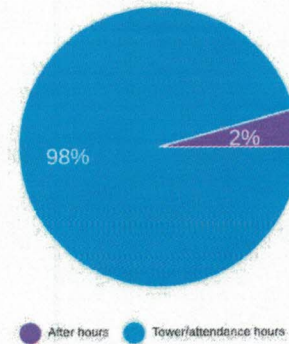
Training Operations



IFR vs VFR Flights



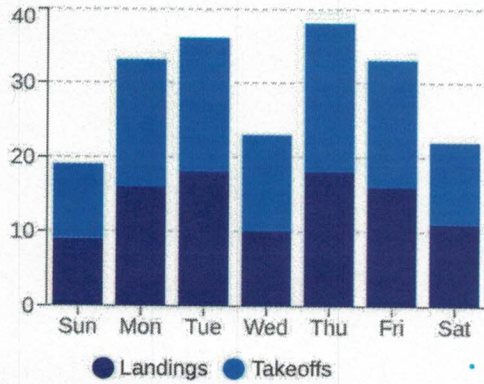
After Hours Operations



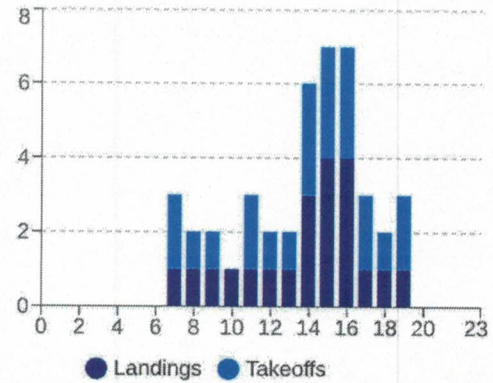
Douglas Hunter Field | Runway Operations Report

Report Date Range: 01/2026

Operations by Day of Week

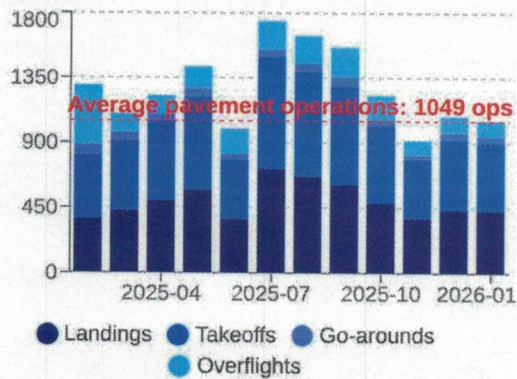


Operations by Hour



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



Monthly Report / January 2026
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	Sign Ups
Portland Baseball and Softball	Sign Ups

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.

Easter Egg Hunt is set for Sunday March 29th at Richland Park starting at 2:00 pm.

We are currently updating the 2022 Park Master Plan. There are a couple of steps required for this project. An updated Master Plan is required to apply for the Tennessee Department of Environment and Conservation's Office of Outdoor Recreation 2026 Public Parks and Recreation Grant.

1. Park Survey: we have posted a Park Survey for public input on the City of Portland's website.
2. Host two public meetings:
 - A. The first In-Person Public Meeting is set for Thursday March 5, 2026, at Richland Gym from 5pm to 7pm.
 - B. A Social Media public meeting will be held on the City of Portland Facebook Page. Project information will be posted for public comment on or before March 6, 2026.



January 2026 Sales Report

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Daily Rounds	264	\$6,915.00
Cart Rentals	20	\$185.00
Concessions	178	\$352.00
Pro Shop	32	\$2,817.28
Total:		\$10,269.28

January 2025 Sales Report

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Daily Rounds	134	\$3,730.00
Cart Rental	90	\$90.00
Concessions	70	\$128.00
Pro Shop	9	\$187.00
Total:		\$4,135.00



Planning Department January 2026 Monthly Report

Item	January	Year To Date
Calls To/From Planning Department	214	
Number of Developer Meetings	11	
Number of Complaints / Violations	1	
Number of Walk-ins	6	
Number of IDT Submissions	17	
Number of Other Meetings	5	
Number of Projects Invoiced	9	
BZA Board Members Present	0	-
BZA Agenda	1	
BZA Minutes	0	
Number of Items on Agenda BZA	0	
Planning Commission Agenda	1	
Planning Commission Minutes	1	
Planning Commission Board Members Present	7	-
Number of Items on Agenda Planning Commission	5	
Open Records for Planning Department	2	
Active Letters of Credit	29	
Emails	325	
File Archiving/Scanning	0	
Plat Certifications Intake & Pickup	0	
Planning Commission Packets	7	
Trip to Court House for Annexations/Record Plat	1	
In House Reviews	0	
Food Trucks	4	

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

1/1/2026 to 1/31/2026

YTD Total activity	2996
YTD Total Written Warnings	131
YTD Total Speeding Citations	64
YTD Total all other city citations	162
YTD Commercial vehicle enforcements	23
YTD Total Arrest	92
Total Fuel per Gallons	3614.37

CID ACTIVITY					
Cases Assigned	14	Interviews Conducted	48	Asset Forfeitures	0
Cases Inactive	0	Monitored Interviews	1	DCS/AOA	4
Cases Cleared	10	Search Warrants	8	Knock and Talk	8
Call outs	1	Judicial Subpoenas	7	Assist Patrol Units	11
Grand Jury Cases	4	General Sessions Cases	3	Forensic Interviews	1
Grand Jury Hours	5	General Sessions Hours	6	Fire Investigations	0
Juv Court Cases	1	Criminal Court Cases	0	CVSA Performed	0
Juv Court Hours	2	Criminal Court Hours	0	Sex offenders reg	3

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	3	Government	5
E-mails	27	Public Housing	0
Grand Jury & DA Copies	5	Local	4
Arrest Reports	67	Incident Reports	109
Written Warnings	131	City Citations	128

ANIMAL CONTROL ACTIVITY			
DOGS	3	V WARNINGS	2
CATS	13	CITATIONS	0
LIVESTOCK	0	TALK TO OFFICER	26
REPTILES	0	REPORTS	0
WILDLIFE	0	ASSISTS	2
ANIMAL BITES	0	FOLLOW-UPS	7
WELFARE COMP.	1	ADOPTIONS	0
WRITTEN WARNINGS	1	SERVICE CALLS	22

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	1	RESOLVED BY CONTACT/PHONE	2
NON-COMPLIANCE LETTERS	1	CITY COURTS DATES	2
NEW GRASS/RUBISH COMP	1	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	0	MAIL DELIVERY	17
PARKING COMPLAINTS	1	ASSIST ANIMAL CONTROL	15
FOLLOW-UP PARKING COMP	0	ARRESTS	0
VEHICLES (NON-COMP)	1	REPORTS	0
WORK ORDERS	0	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	42	CIVIL WARRANTS	1

CALLS FOR SERVICE					
TOTAL MONTHLY CALLS= 2,996					
911 HANG UP	14	DISORDERLY CONDUCT	1	MENTAL TRANSPORT	0
911 MISDIAL	28	DISTURBANCE	9	MISC/ MATTER OF RECORD	2
911 MISDIRECT	3	DOMESTIC	12	MISSING ADULT	1
911 OPEN LINE	7	DRILL	1	MISSING JUVENILE	0
ABANDONED VEHICLE	1	DUMPSTER FIRE	1	MUTUAL AID	0
ABUSE INVESTIGATION	1	ESCAPED INMATE / SUBJECT	0	NOISE COMPLAINT/ DISTURBANCE	6
ADMIN INVESTIGATION	0	ESCORT	14	OD (OVERDOSE)	1
ALARM	39	EVADING	4	OPEN DOOR	2
ALARM TEST	0	EXPARTE SERVICE	1	PARK CHECK	84
ALTERED MENTAL	1	EXTRA PATROL	190	PARKING COMPLAINT	2
ANIMAL BITE	0	FI- FIELD INTERVIEW	0	PI- PUBLIC INTOX	0
ANMAL CALL	51	FIGHT	0	PRIVATE PROPERTY TOW	0
AOA	10	FIRE ALARM TEST	0	PROPERTY DAMAGE ACCIDENT / MVA	28
APARTMENT CHECK	57	FIREWORKS	0	PROWLER	0
APS / DCS REFFERAL	1	FOLLOW- UP	25	PSYCHIATRIC / BEHAVIORAL ISSUE	1
ARMED SUBJECT	0	FORGERY	0	PUBLIC ASSIST	0
ASSAULT	3	FRAUD	3	RECKLESS DRIVER	15
ASSIST CITIZEN	0	GAS LEAK IN & OUT	0	REPO	0
ASSIST CITIZEN LAW	47	GRASS / WOODS FIRE	1	RESIDENTIAL FIRE	2
ASSIST EMS	0	GSW / SHOOTING	0	RESIDENTIAL PANIC ALARM	0
ASSIST FIRE	1	HANGING	0	ROBBERY	0
ASSIST LAW	0	HARASSMENT	3	RUNAWAY	1
ATL	11	HAZARDOUS CONDITION	0	SCAM	2
BOLO	2	HIT & RUN INJURY ACCIDENT	0	SCHOOL CHECK	126
BOMB THREAT	0	HIT & RUN PROPERTY ACCIDENT	6	SCHOOL LOCKDOWN ALARM	0
BURGLARY	1	HOTEL CHECK	1	SCHOOL ZONE	78
BUSINESS CHECK	711	ILLEGAL DUMPING	0	SERIOUS ACCIDENT / MVA	2
CAR SEAT CHECK	0	INDECENT EXPOSURE	0	SEXUAL ASSAULT	0
CARDIAC ARREST	2	INJURY ACCIDENT /MVA	12	SHOPLIFTING	0
CHOKING	1	INVESTIGATION	0	SHOTS FIRED / HEARD	1
CITY CALL OUT	0	JUVENILE	4	SOLICTOR	4
CIVIL MATTER	8	JUVENILE TRANSPORT	0	SOR / VIOLATION	0
CIVIL WARRANT	0	KIDNAPPING	0	SPECIAL ASSIGNMENT	1
CODES	1	KNOCK & TALK	1	SPECIAL ASSIGNMENT COMMUNITY	1
COMMERCIAL FIRE	1	LAKE CHECK	6	STABBING	0

COMMERCIAL FIRE ALARM	1	LAW TRANSPORT	0	STAND-BY CIVIL (JUDGES ORDER ONLY)	0
COMMERCIAL HOLD UP ALARM	3	LINE DOWN	5	STOLEN VEHICLE	1
CRIMINAL WARRANT	3	LOCKOUT	11	STRUCTURE FIRE	1
DAMAGE TO PROPERTY	3	LOCKOUT URGENT	0	SUBDIVISION CHECK	53
DEATH INVESTIGATION	2	LOST / FOUND PROPERTY	4	SUBJECT CHECK	29
DELIVER MESSAGE	2	LPR HIT	2	SUICIDAL SUBJECT	4
SUSPICIOUS INCIDENT	27	TRANSPORT INMATE / SUBJECT	0		
SUSPICIOUS PERSON	9	TRESPASS	7		
SUSPICIOUS VEHICLE	8	UNAUTHORIZED USE OF VEHICLE	0		
SYNCOPE / UNRESPONSIVE	7	UNKOWN SITUATION	2		
TALK TO OFFICER	128	VANDALISM	1		
TEST	0	VEHICLE BURGLARY	1		
THEFT	2	VEHICLE CHECK	23		
THREATS	5	VEHICLE FIRE	1		
TRAFFIC COMPLAINT	3	VIOLATION CORRECTION VERIFY	19		
TRAFFIC ENFORCEMENT	10	VIOLATION ORDER OF PROTECTION	0		
TRAFFIC HAZARD	21				
TRAFFIC STOP	879				





CITY OF PORTLAND
STORMWATER MANAGEMENT PROGRAM
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615/325-6776

Date: 2/19/2026

Stormwater Management Monthly Report- January 2026

Illicit Discharge Detection and Elimination

There was a Notice of Violation given in the month of January to a local store. There was a substantial leak from a septic tank into an adjacent detention pond. The illicit discharge was contained on site and cleaned out of the pond properly within 14 days. The septic tank was also repaired.

Construction Site Runoff Control

Pre-Con/Pre-App Meetings: 10

LDPs issued: 2

CGP Inspections: 24

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

Permanent Stormwater Management

New LTMA's received: 0

LTMA Inspections Received: 0

Good Housekeeping

The end of the month saw a large winter storm affect the City of Portland. The Stormwater Department made many laps around town to the stormwater outfalls, making sure the snow and snowmelt did not cause any major flooding or illicit discharges. The city buildings were also inspected at this same time.



CITY OF PORTLAND

Public Works

Street Dept.

Council Report Submitted by
Martin Weekley

Submitted for FEBRUARY 2026 Meeting.
December-January 2026 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**

- ☒ worked to prep for winter storm pre treating the road ways, plowed roadways of ice and snow

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.
- ☒ Removed low hanging branches on numerous roadways.
- ☒ Started picking up and chipping brush and tree at roadway
- ☒ Shut roadways down for high water/ water over the road during flood event.
- ☒ Remove dead animals from the roadways.
- ☒ Attend meetings and trainings
- ☒ Worked to removed trees from roadway as well as set out cones for downed lir
- ☒ Completed numerous Work orders.



CITY OF PORTLAND

Public Works

Sanitation Dept

**Council Report Submitted
by Betty Lewis**

Submitted for the March. 2026 meeting
Jan. 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

Jan. 2026								
	Sumner Co. Resource Authority (Dump)		S A Recycling Center (Haul)		Unified Disposal (Dump)		Unified Disposal (Haul)	
	City of Portland	Volunteer Recycling	City of Portland	Other (Cares)	City of Portland	UDP	City of Portland	Other (Cares)
# of Loads			6	1	50	4	13	
Tonnage			17.47		424.12	37.91	42.14	
Per cost	\$60.00	\$60.00	\$275.00	\$137.50	\$62.50	\$62.50	\$235.00	
Amount	\$0.00	\$0.00	\$1,650.00	\$137.50	\$26,507.50	\$250.00	\$3,055.00	
Total	\$0.00		\$1,787.50		\$26,757.50		\$3,055.00	
Grand Total	\$31,600.00							

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 March 2026 meeting

Jan. 2026

Rapid Fueling Company	Regular	Diesel	Cost
Airport	62.56		113.96
City Hall	15.80		34.99
Mechanic Shop	49.63	25.10	143.05
Gas	650.83	189.84	1,583.82
Mayor	20.17		44.96
Meter Readers	184.23		332.18
Parks	506.51	106.59	1,140.54
Planning	50.35		90.93
Sanitation	63.79	1,475.56	3,285.09
Sewer Colleciton	622.80	204.85	1,574.73
Stormwater	485.28	355.19	1,637.54
Street	593.54	387.29	1,902.25
Water Dist	866.46	613.10	2,879.65
WTP	139.56	88.00	443.42
WWTP	54.46	53.73	211.88
Total Gallons	4,365.96	3,499.24	15,418.99
Total cost			

WEX fuel System	Cost	
Police Dept	3,920.00	8,349.17
Fire Dept	151.87	511.93
	4,071.87	511.93
		10,090.82

WEX Fuel System		\$10,090.82
Rapid Fueling Co.		\$15,418.99
Total cost		<u>\$25,509.81</u>

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

January 2026 Monthly Report

1 Council Meetings

January 5 th	
5	Council Members present
2	Council Members absent
0	Alcohol Beverage Board
0	Public Hearings
2	Resolutions
3	Ordinances

	January	2026 Year Totals
Work Study Meetings	0	0
Ad-Hoc Meetings –Fees	0	0
Liability Claims	0	0
Property Claims	1	1

Open Records Request

January 2026 - 17

Year-to-date Total - 17

Id	Request Text	Request Date	Closure Reasons	Staff Time	Staff Cost	Requester Name	Requester City	Requester Company
26-3	Accounts payable summary	01/02/2026 12:00:00 AM	Fulfilled	0		Amy Vichich	Portland	City of Portland
26-1	December 2025 building permits(residential & commercial)	01/02/2026 12:00:00 AM	Fulfilled	0		James Barnes	Portland	City of Portland
26-4	Engineering prints report of drainage for North Harris Lane.	01/05/2026 12:00:00 AM	Fulfilled	0		Erika Ochoa	Portland	City of Portland
26-8	firework proposals for Strawberry Festival	01/07/2026 12:00:00 AM	Fulfilled	0		Haley Lemarr	Portland	City of Portland
26-7	2026 Airport lease agreements	01/07/2026 12:00:00 AM	Fulfilled	0		Lewis Head	Portland	City of Portland
26-6	lease payments for airport hangers	01/07/2026 12:00:00 AM	Fulfilled	0		Lewis Head	Portland	City of Portland
26-5	Bod Cam Footage	01/07/2026 12:00:00 AM	Fulfilled	0		Jennie Goad	Portland	City of Portland
26-9	citation for Khalif Diini	01/13/2026 12:00:00 AM	Fulfilled	0		Terry Frizzell	Portland	City of Portland
26-10	To Whom It May Concern, Pursuant to the Tennessee Public Records Act (T.C.A. § 10-7-503), I am requesting a copy of all body-worn (chest/body camera) video footage recorded by any Portland Police Department officers who responded to an incident on August 22, 2025, at approximately 10:30 a.m., at or near 109 April Circle, Portland, Tennessee 37148 for a wellness check. The report number is PTLD25-04708. This request includes all body-worn camera footage, whether from initial response, on-scene interaction, or follow-up activity related to this incident. If an incident or report number exists, this request is intended to cover all footage associated with that event. I am a citizen of the State of Tennessee. Attached is the required copy of my Tennessee identification to process this request. Proper filing of this request prevents the deletion of the footage at the standard six month mark. If there is any issue with this request, please inform me as soon as possible so corrections can be made. I am the subject videoed in this incident and also the mother of the minors involved. Please send the estimated cost for this request in any response. If any portion of the requested record is withheld or redacted, please provide the specific legal basis for the denial or redaction as required by law. If the record is available, please inform me of any applicable copying or redaction fees prior to processing. Thank you for your time and assistance. I look forward to your response within the timeframe provided by the Tennessee Public Records Act. Sincerely, Dallas Bradley 109 April Cir Portland, TN 37148 615-580-6262 Wellnesswithdallas@gmail.com							
	Wellnesswithdallas@gmail.com	01/15/2026 08:02:32 AM		0		Dallas Bradley	Portland	N/A

Id	Request Text	Request Date	Closure Reasons	Staff Time	Staff Cost	Requester Name	Requester City	Requester Company
26-12	Body cam footage from August 22, 2025 @ 109 April Circle, Portland, TN. Report number PTLTD25-04708.	01/15/2026 12:00:00 AM	No Respons	0		Nathan Rudiman	Portland	
26-13	I would like to request the approved construction plans as well as the approved site plans for 1055 Vaughn Parkway, Portland, TN 37148.	01/23/2026 10:55:50 AM	Fulfilled	0		Richard D Graves	Westmoreland	Richard Graves Land Surveying
26-14	I would like to request any sketch plan, approved construction plans, approved site plans, all planning documents, specifically the notarized no-rise certificate and flood study by Neel-Schaffer for 115 East Knights Street, Portland, TN 37148	01/23/2026 11:07:56 AM	Fulfilled	0		Richard D Graves	Westmoreland	Richard Graves Land Surveying
26-15	Justin Wenig - Dear Public Records Officer, Pursuant to the Tennessee Public Records Act, I am requesting access to and copies of the following public records possessed by City of Portland: All purchase orders and/or payment records for non-person/vendor entities, such as companies, organizations, or contractors from January 1, 2025 to current date. Records should include, at minimum: Purchase date Vendor name Line item description Line item quantity Line item Amount If vendor names are coded in the file, please provide a vendor list with corresponding codes. Examples of relevant reports/records may include: check registers, procurement reports, standard PO detail reports, warrant/claims reports, and purchase order history reports, among others. This request excludes any purchase orders or payments issued to staff, employees, or individuals for payroll, reimbursements, stipends, or other personnel-related expenses. I am requesting existing, already maintained electronic records (without copying, scanning, or printing). If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information. Should this request be denied wholly or partially, please provide a detailed justification for each decision, citing specific exemptions. Additionally, I request that all segregable portions of otherwise exempt material be provided. Should you need further information or clarification to expedite this request, do not hesitate to reach out. Thank you for your attention and cooperation. I look forward to your prompt response within the statutory period. Sincerely, Justin Wenig I am submitting this request on behalf of Lorie Conner who is a lifelong resident of Tennessee, residing at 4510 Estonia Dr., Knoxville TN 37918-1616 and for whom I hold Power of Attorney. Supporting documentation can be made available upon request.	01/29/2026 12:00:00 AM	Fulfilled	0		Lorie Conner	Knoxville,	

Id	Request Text	Request Date	Closure Reasons	Staff Time	Staff Cost	Requester Name	Requester City	Requester Company
	Dear Records Custodian, Pursuant to the Tennessee Public Records Act, I request access to and copies of body-worn camera and dashcam/in-car camera footage related to the shooting that occurred on July 24 in front of Planet Fitness in Portland, Tennessee, in which one person was shot and the suspect reportedly left the scene and was later found deceased in Kentucky from a self-inflicted gunshot wound. Records Requested (bodycam and dashcam only): 1. All body-worn camera video and audio from all Portland Police Department officers who responded to, arrived at, or participated in any aspect of the response, investigation, canvass, scene security, victim assistance, or related activities connected to the shooting in front of Planet Fitness in Portland, Tennessee on July 24. 2. All dashcam/in-car camera video and audio from all Portland Police Department vehicles used by responding personnel for any response, arrival, departure, transport, perimeter/canvass, or related activities connected to the same incident. Please include any associated metadata (timestamps, unit/officer identifiers, and device IDs) and provide the files in their native digital format via download link or other electronic delivery. If any portion is withheld or redacted, please provide the legal basis for each withholding/redaction and release all reasonably segregable, non-exempt portions. I agree to pay reasonable fees up to \$50. If you expect the fees to exceed this amount, please provide an itemized estimate before processing. Thank you for your assistance.							
26-16	Sincerely, JTA	02/02/2026 03:09:12 PM		0		Jonathan Anderson	Chattanooga	Arcos Studios LLC
25-156	Jamie Weekley - time sheet for Jamie Weekley July 2025	12/29/2025 12:00:00 AM	Fulfilled	0		Jamie Weekley	Portland	City of Portland
25-155	Michael West - video footage in front of temple theater on 12/14/25 1 to 2 pm.	12/29/2025 12:00:00 AM	Fulfilled	0		Michael West	Portland	City of Portland
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 12:00:00 AM	Fulfilled	0		Lewis Head	Portland	City of Portland



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

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

PDU Admin. Work Report January 2026

Service Taps Issued

The WTP has a capacity of approximately 3.0 MGD. Existing peak demand plus all proposed development results in a projected peak demand of 3.856 MGD.

Single Taps

- Water: 11 taps
- Sewer: 8 taps
- Gas: 7 taps

Development Taps – No letters sent in the month of January

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

City Projects

- Non-Competitive ARPA Grant Projects:
 - a. Masons 12" Connector Line – Water is 94% complete. Currently working on abandoning old mains in place.
 - b. Oak Hill Water Line – Water is 100% complete.
 - c. Oak Hill Tank – Tank is 95% complete. Tank is in service. Waiting on altitude valve, vault lid, and fencing to be completed.
- Competitive ARPA Grant Projects
 - a. Regionalization Project – 40% installed. Not yet in service.
 - b. Water Resource Protection Grant – WTP and City Lake Improvements – 13% complete. Putting in the 8" water line and filled in ditch with concrete. Also, poured the concrete for the new generator.
- Richland Park Splash Pad – waiting on finishing testing for sewer. Water – waiting on meter and permanent power.
- TDOT Bypass (North Loop) – starting on Hwy 52W and will work north.

Private Development

- Twin Lakes – sewer is needing repairs. PDU will provide punchlist for the water installation.
- Red River and Highland – Easement has been revised. Developer is getting a new contractor.
- Bakers Acres Onsite – Waiting on as-builts to approve and accept development.
- 111 Industrial Dr sewer meter – Itron needs to be fixed.
- Angelcrest – Water – is complete. Sewer – waiting on testing. Inside their 30 day waiting period.
- Fire Line Meters – Genesee (130 Davis St)



PORTLAND

Department of Utilities

Call 811 Before You Dig!

Portland, Tennessee

CITY OF PORTLAND

TIM SUDDARTH – WTP CHIEF OPERATOR

298 PORTLAND LAKE RD.

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776 ext.192

Telephone 615-566-7074

Email TSuddarth@cityofportlandtn.gov

Portland WTP Report for Month of January 2026

- Submitted December 2025 DMR via the EPA CDX online portal.
- Submitted December 2025 MOR's via certified mail.
- Started filling Oak Hill tank on 1/5/26.
- TDEC onsite to perform water system sanitary survey. The water system scored 99% on the sanitary survey.
- Replaced SCR drive and DC motor on sludge vac #3.
- Kevin, Carol, Joel and Courtney attended the Safe Drinking Water Act update at TAUD. Each operator earned 6 CEU's for their attendance.
- Replaced the block heater on the raw water station generator.
- Thompson Power onsite to perform PM1 maintenance.
- WTP operators worked non-stop during the ice storm event.
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

BRANDON HOLMAN— INTERIM SUPERVISOR/LEAD

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-670-0052

Email Address: bholman@cityofportlandtn.gov

January 2026 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

(10) Service Leaks

(3) Main Breaks

(16) New services installed

(1) Blow off replacement (installed post hydrant)

(3) Meter box Change outs

Haul diesel fuel to Water Treatment and Wastewater Treatment Plants during ice storm.

Operate valves to zone off Oak Hill and Masons Tank

Flushing

Traffic

Locates



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

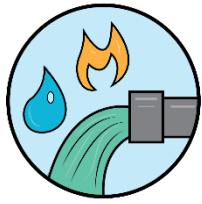
CITY OF PORTLAND

JENNIFER YOUNG – WW CHIEF PLANT OPERATOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Jyoung@cityofportlandtn.gov

WWTP Monthly Report January 2026

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

- Total Influent Flow- 35.86mgd
 - Total Effluent Flow- 36.20 mgd
 - Peak Influent Flow- 2.30 mgd
 - Peak Effluent Flow- 2.88 mgd
 - Total Rainfall- 3.37"
 - Peak Rainfall- 2.00"
-
- We are continuing to work with Revere on flow meters and DO instrument issues.
 - Valve and Check vlave should be replaced the week of 2-16 -2-20-26
 - Working with Aqua and CVC on PAC installation.



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

PORTLAND SEWER COLLECTION

JONATHAN HARRISON – SEWER COLLECTION SUPERVISOR

100 SOUTH RUSSELL STREET

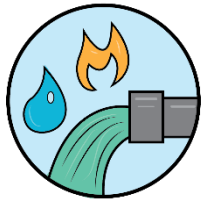
PORTLAND, TENNESSEE 37148

OFFICE: (615) 323-1437

Sewer Collections Monthly Report – (January. 2026)

- 2118– CS Check Stations consisting of 87 pump stations once weekly & 68 the other days.
- 340 - 811 Locates
- 6– SC Service Calls, 8 After HRS Call outs & 0 Caselle service calls
- 1- Telemetry alarms repair required after hours.
- 41 Hrs. INI search and cleanout inspections.
- 32Hrs. - LSM Lift Station Maintenance
- 12 L/S Cleaned w/ Vac Truck.
- 1 M/H casting reset by Sewer Dept.
- 15– LSR Lift Station Repairs.
- 0 YR Yard Repairs & 6 overflows to be cleaned up
- CCTV 4 services & 2 mainline sections.
- Jetted 1 mains & Hydro Ex 3 places.
- 2– SLR Service Line Repairs
- 3 New Tap installed
- 5-cleanout repairs w/ boxes.
- 48 C/O lowered, and Boxes Installed as part of INI reduction.
- Manhole repair project finished w/lining 33 Manholes.
- Other inspections 22hrs on CCTV footage and M/H repairs inspected.
- 8 SLIN Service line inspection
- 4 INI Point Repairs Made
- 46 Hrs. - Monthly Safety Training & OTJ Training.
- 8 HRS- Shop Work
- 11 HRS- Equipment Maintenance.
- 76 HRS Office Work
- 6 SSOs for the month of December 2025.

Jonathan Harrison
Collections System Supervisor



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

100 S RUSSELL ST

PORTLAND, TENNESSEE 37148

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

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – January 2026

- January Gas Usage at each Gate Station (High Tide Data):
 - Robertson Co Station: 14,913.8 MCF
 - TGT: 152,756 MCF
 - Leath: 32,870.74 MCF
- 3 gas services installed consisting of 2,039LF of ¾" service line pipe
- 1 Industrial Rotary Meter leak repair
- 1 Industrial meter leak repair
- 4 service line leak repairs
- 1 gas main leak repair
- 1 cathodic protection coating repair
- Valve Maintenance
- Operator Qualifications and Proctor/Evaluator Testing
- Winter Storm Fern: Pleased to report no areas of pressure loss. Multiple calls of pressure complaints but all found to be normal with issues on the customer side of meter. Responded to numerous odor complaints and CO alarms during the storm and days following. Hauled diesel to the WTP generators. Snow and ice removal around the Main St area/Gazebo parking lot.
- Leak Survey on southwest quadrant (all gas mains and services surveyed for gas leaks)-TPUC Req.
- Repaired cathodic protection coating on gas mains/services
- Atmospheric Corrosion Inspections
- Gas Leak Investigations/Odor Complaints (indoor and outdoor)
- Various gas pressure checks
- Air Test Inspections
- Daily monitoring of Gate Stations and odorant injection
- Daily work orders and Tennessee One Calls
- Monthly Odorant Sniff Test – TPUC requirement



**BOARD OF MAYOR AND ALDERMEN
Minutes for February 2, 2026 at 5:00 PM**

1. Call to Order

Mayor Mike Callis called the meeting to order at 05:03 PM.

2. Prayer and Pledge

Mayor Callis led the prayer and pledge.

3. Roll Call

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

Also, Present: Mayor Mike Callis, City Attorney John Bradley, City Recorder Tracy Kizer

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

4. Approval of Agenda

Motion to: Amend by adding discussion of the utility director position under Utility Infrastructure as Item 21.D

By: Alderman Cole

Second: Alderman Woodall

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

5. Presentation

A. Shoals presentation of Police car funding - Brandon Moss and James Hart.

Mayor Callis thanked Brandon Moss and James Hart of Shoals Technologies Group for their donation to purchase a police car. Chief Arnold also thanked them and advised the patrol car would be used by the traffic unit.

6. Public Comment Period

- No one spoke

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.

- No one spoke

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.

- No one spoke

8. Communications from Council Members

- Alderman Woodall advised this Saturday, February 7, 2026, is the Daddy/Daughter Dance at Richland Gym. Tickets can be picked up at the park.

- Alderman Cole thanked the city workers for their hard work during the winter storm. Everyone did a good job and their work is greatly appreciated.

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

- Alderman McDowell returned home and was welcomed by several people gathering at the downtown mini park.
- During and after Winter Storm Fern 2026, City employees worked 450 hours plowing 225 miles of road. The city will explore using calcium at lower temperatures and adding equipment for future snow/ice events.
- Citizens that had damage during Winter Storm Fern are encouraged to go to the TEMA website (www.tn.gov/tema.html) and complete the damage assessment form. The more residents that complete the form will help Sumner County's response time and assistance to residents.
- Brush/limb pickup started today and will take time to complete. Citizens are encouraged not to mix brush/limb with bulk or trash items and to cut trees into 8' or less sections.
- The Convenience Center will have extended hours of operation for city residents to drop off their brush/limbs, this Wed(2/4/26) - Sat (2/7/26) from 8am-4pm.

- Portland Chamber of Commerce will organize cleanup efforts for the elderly and disabled in our community and work with volunteers to assist. Please contact them for more information.
- Council members are encouraged to review Public Chapter 411, allowing a council member to join a Council Meeting by zoom. Mayor Callis has requested Attorney Bradley review and advise if it would be beneficial for Portland to consider.
- At the Hwy 31W & Hwy 109 intersection, the turning lane from Vaughn Dr. to Hwy 31W, was removed. After review, the City has requested the turning lane be added back. The radius of the intersection will be adjusted, and the City will be working with the State to get it reinstalled.

10. Consent Calendar

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- 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.

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Woodall

Discussion: Director Sherry Ferguson reviewed the guidelines and advised that if there is a request that would go over ten years, it will be brought before Council for approval.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

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.

Motion to: Approve

By: Alderman Ellis

Second: Alderman Woodall

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

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

Motion to: Approve

By: Alderman Ellis

Second: Alderman Cole

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- C. Resolution No. 26-06 - A Resolution accepting the best proposal for Electrical Consultant Services for the City of Portland, Tennessee.

Motion to: Approve

By: Alderman Ellis

Second: Vice-Mayor Thompson

Discussion: Alderman Woodall advised he did not see a cost. Mayor Callis advised it is project-based and would give cost based on the service request. Alderman Woodall questioned if it was a new company that did not have any prior jobs to review. Linda Rogers advised Director Slusser checked references. Alderman Woodall advised he was the prior Gallatin Codes Official and thought the General Contractor could cover this.

No: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Failed (voice vote)

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

Motion to: Approve

By: Alderman Cole

Second: Alderman Ellis

Discussion: Mayor Callis advised that this is for the RPF to obtain costs. Alderman Woodall questioned if this is the same system that the EMA Director advised was outdated in April 2025. Alderman Woodall asked Attorney Bradley if the City would be responsible if the system failed. Attorney Bradley advised they would be liable if they were responsible for the failure. Alderman Woodall questioned what department would be responsible. Mayor Callis advised it would possibly be the Fire Department if the equipment was placed at the Fire Hall. Alderman Cole advised that the technology would make it possible to make announcements such as Amber Alerts. Alderman Ellis feels individuals have cell phones and it is a good tool. Vice-Mayor Thompson said she was OK with getting RPF but feels it will be too costly.

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

No: Alderman Woodall

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- B. Resolution No. 26-08 - A Resolution to select the best fireworks display proposal for the 2026 and 2027 Middle Tennessee Strawberry Festival.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Cole

Discussion: Fire Chief Thornton advised three bids were submitted. All bids were close in cost. Discussion was held about length of time for the show, number of booms, and prior shows.

Motion to: Amend by awarding to Impact Piro

By: Alderman Woodall

Second: Alderman Cole

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Amendment Passed (voice vote)

Vote: As Amended

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed as amended (voice vote)

14. Human Resources – Alderman Vince Ellis

- No Items

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
Motion to: Approve
By: Alderman Woodall
Second: Alderman Cole
Discussion: Mayor Callis advised it honors being created equal.
Yes: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman Jennings, Alderman McDowell
Motion Passed (voice vote)
- 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.
Motion to: Approve
By: Alderman Woodall
Second: Alderman Ellis
Discussion: Mayor Callis advised that the parcel of land was approved to be donated to Habitat to Humanity, and they declined the use of the lot. Proceeds will go to the Richland Gym bathroom renovation.
Yes: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman Jennings, Alderman McDowell
Motion Passed (voice vote)
- 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.
Motion to: Approve
By: Alderman Woodall
Second: Alderman Cole
Discussion: Mayor Callis advised the auctioneer of record will be working with a surveyor and a soil scientist to determine the division of the parcels. Vice-mayor Thompson questioned if it should be considered listing as a 125 acre farm. Discussion was held about appraisals and surveys of the whole farm and dividing.
Motion to: Amend to appraise the 127 +/- acres in totality and input from the auctioneer.
By: Alderman Ellis
Second: Vice-Mayor Thompson
Yes: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman Jennings, Alderman McDowell
Motion to: Defer until additional information is obtained.
By: Vice-Mayor Thompson
Second: Alderman Ellis
Yes: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman Jennings, Alderman McDowell
Motion (voice vote)

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.
Motion to: Approve
By: Alderman Cole
Second: Alderman Woodall
Discussion: Airport Director Hunter reviewed the bids and recommended Accurline Building Systems with low bid of \$91,723.81.
Yes: Alderman Cole, Alderman Ellis, Vice-Mayor Thompson, Alderman Woodall
Absent: Alderman Hall, Alderman Jennings, Alderman McDowell
Motion Passed (voice vote)

17. Parks & Recreation – Alderman Brian Woodall

A. Discussion - Park Grant

- Director Jamie White advised a letter of intent was submitted for a 50/50 Park grant because there was a deadline for the intent letter. Mayor Callis and Director White reviewed what was included in the intent letter and that could be changed when the grant application is submitted.
- Discussion was held about including the bathroom renovation and Alderman Woodall advised not to include the bathroom renovation in the grant.
- Mayor Callis advised the filing deadline for the grant was the end of March and information about the filing process could be brought to the next meeting.
- Mayor Callis needs to know tonight if the council is willing to move forward with the other projects and continue with the grant process.

Mayor Callis called recess at 6:05 PM due to computer connectivity issues.

Mayor Mike Callis called the meeting to order at 06:11 PM.

- Discussion continued about Richland Gym Restroom remodel and ADA accessibility requirements. Mayor Callis advised that we could reduce the scope before we apply, but not sure about removing if awarded. It was determined that more information about the grant would be brought to the next meeting.
- Director White presented the partial plans for the current men's and women's restrooms for the Richland Gym. Director White explained the recommendations and meeting the ADA requirements.

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.

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Woodall

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

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.

Motion to: Approve

By: Vice-Mayor Thompson

Second: Alderman Ellis

Discussion: Mayor Callis advised the land appraised for over \$16,000, and it was agreed to purchase for \$15,000 and a fence.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

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.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

Discussion: Director Cobb explained the requested changes. Discussion was held about what needed to be included in a developer's agreement, if a bond would be included or a letter of credit. After discussion, Attorney Bradley advised that a bid needed to be completed before a change could be made. It was determined that Attorney Bradley would meet with Director Cobb to review what needed to be included in the bid.

Motion to: Defer

By: Alderman Cole

Second: Alderman Ellis

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion to Defer passed (voice vote)

- B.** Resolution No. 26-12 - A Resolution to install traffic calming measures on Strawberry Street based on the recommendation of the traffic study.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Cole

Discussion: Mayor Callis advised this was presented in the traffic study and the estimate of cost is less than \$7,000.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

Mayor Callis advised that they are going to see if the traffic signal for Jackson Rd and Hwy 52E can be added to the S-MAK Grant.

- 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.

Motion to: Discuss

By: Alderman Woodall

Second: Vice-Mayor Thompson

Discussion: Mayor Callis advised that this updates Title 17. Director Cobb advised that specific areas were defined, and the policies were removed and will be in a different document.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

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.

Motion to: Approve

By: Alderman Cole

Second: Alderman Woodall

Discussion: Director Bryan Price advised a revision needed to be made in the first section, changing from a 20-lot subdivision to an 8-lot subdivision.

Motion to: Amend by changing from 20-lots to 8-lots in section one.

By: Alderman Woodall

Second: Vice-Mayor Thompson

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Amendment Passed (voice vote)

Vote to: Approve as amended

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- 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.

Motion to: Approve

By: Alderman Cole

Second: Alderman Woodall

Discussion: Mayor Callis advised this was bringing on an additional firm to assist with on-call engineering. This would be a fourth on-call firm and may be needed for EPA assistance. Mayor Callis also advised that after Bryan Price leaves, the city will no longer have an engineer on staff. Further discussion was held about utilizing outside companies vs. the city hiring engineers. It was determined that hiring engineers and the engineering department would be discussed in the budget process.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- 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.

Motion to: Approve

By: Alderman Cole

Second: Alderman Ellis

Discussion: Mayor Callis advised that OHM needs to be the lead on the EPA issues and to ensure that deadlines are being met because of their experience working with the City. Discussion was held about what would need to happen to meet the consent order. Discussion was held about the EPA order and process of getting to the point of the EPA letter. Director Bryan Price explained the timeline and what TDEC and EPA have submitted.

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

Absent: Alderman Hall, Alderman Jennings, Alderman McDowell

Motion Passed (voice vote)

- D. Discussion - Utility Director

- Alderman Cole suggested that with all the changes happening in Utilities, and the director leaving, it may be time to make some changes in the position.

- Vice-Mayor Thompson suggested that this be discussed during a budget work study session.

- Mayor Callis advised that the engineer position has been posted for hire.

- Discussion was held about needing a director that could focus on the sewer part.

- Mayor Callis has been looking for someone that has worked with the EPA issue we are currently dealing with and has not been able to find many.

Adjournment

- Mayor Callis advised that the Sumner County Commission is currently at a meeting that will have a vote on if Portland will be paid the funding issued by the State through the county. Depending on the outcome of the vote, there may need to be a special call meeting prior to the next scheduled meeting.

- Mayor Callis reminded every one of the deadlines from TDEC and federal deadlines that must be met to fulfill the grant stipulations.

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

Motion passed by voice vote to **adjourn at 7:31 PM.**

Mike Callis, Mayor

Tracy Kizer, City Recorder

RESOLUTION

City of Portland, Tennessee

No. 26 – 18

A RESOLUTION FOR MARCH 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 March 2026, we recognize the value of the **Pursuit of Happiness** during this year of celebration. The 5th and 14th Amendments were instituted so that no person may be deprived of life, liberty, or property by Federal or State governments without due process of law. 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 the Pursuit of Happiness 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

RESOLUTION

City of Portland, Tennessee

No. 26 - 20

A RESOLUTION TO APPOINT ONE MEMBER OF THE CITY COUNCIL AS THE ALCOHOL BEVERAGE BOARD VICE-CHAIR

WHEREAS, The Alcohol Beverage Board is composed of City Council members set forth in the Municipal Code; and

WHEREAS, The Alcohol Beverage Board needs to appoint a Vice-Chair in the event the Chairman is unable to attend; and

WHEREAS, Nominations were made to appoint a member of the City Council to serve as Vice-Chair and _____ has consented to serve; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen of the City of Portland that _____ is hereby appointed to serve as Vice-Chair of the Alcohol Beverage Board during their elected term of office; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this

ORDINANCE

City of Portland, Tennessee

No. 26 - 11

First Reading

AN ORDINANCE AUTHORIZING WEEKDAY, WEEKEND AND HOLIDAY DAILY RATES AT DOGWOOD HILLS GOLF COURSE.

WHEREAS, the City of Portland deems it necessary to establish Weekday, Weekend and Holiday daily rates for Dogwood Hills Golf Course; and,

WHEREAS, AFTER RECOMMENDATION FROM THE February 3, 2026 Ad Hoc Committee Meeting, the City shall set forth the following for Weekday, Weekend, and Holiday daily rates structure to become effective April 1, 2026:

2026 DAILY SUMMER RATES WEEKDAY, WEEKEND, HOLIDAY (APRIL 1ST – NOVEMBER 14TH)

	<u>Weekday</u> (Monday – Thursday)	<u>Weekend</u> (Friday-Sunday, Holidays)
9 Holes Walking	\$25.00	No Walking
18 Holes Walking	\$35.00	No Walking
9 Holes Riding	\$30.00	\$30.00
18 Holes Riding	\$40.00	\$45.00
Senior Rates		
9 Holes Walking	\$20.00	
18 Holes Walking	\$25.00	
Junior Rates (15 years old and under)		
9 Holes Walking	\$10.00	
18 Holes Walking	\$15.00	
9 Holes Riding	\$15.00	
18 Holes Riding	\$25.00	
Cart Riders		
9 Holes	\$10.00	
18 Holes	\$15.00	
Cart Fee		
9 Holes	\$5.00	
18 Holes	\$1.00	

**2026 DAILY WINTER RATES WEEKDAY, WEEKEND, HOLIDAY
(NOVEMBER 15TH – APRIL 1ST)**

	<u>Weekday</u> (Monday – Thursday)	<u>Weekend</u> (Friday-Sunday, Holidays)
9 Holes Walking	\$25.00	No Walking
18 Holes Walking	\$35.00	No Walking
9 Holes Riding	\$25.00	\$30.00
18 Holes Riding	\$40.00	\$45.00

Senior Rates

9 Holes Walking	\$20.00
18 Holes Walking	\$25.00

Junior Rates (15 years old and under)

9 Holes Walking	\$10.00
18 Holes Walking	\$15.00
9 Holes Riding	\$15.00
18 Holes Riding	\$25.00

Cart Riders

9 Holes	\$10.00
18 Holes	\$15.00

Cart Fee

9 Holes	\$5.00
18 Holes	\$10.00

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve this ordinance for Weekday, Weekend and Holiday daily rates at Dogwood Hills Golf Course.

BE IT FURTHER ORDAINED that this Ordinance shall become effective April 1, 2026, upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 26 – 15

**A RESOLUTION TO ACCEPT THE USPCA AKC REUNITE K9 GRANT FOR \$7,500.00
AWARDED TO THE PORTLAND POLICE DEPARTMENT.**

WHEREAS, On January 27th, 2026 the USPCA AKC REUNITE K9 grant was awarded to the Portland Police Department in the amount of \$7,500.00; and

WHEREAS, the awarded \$7,500.00 shall be used toward the purchase of a new Police K9 for the Portland Police Department.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the USPCA AKC REUNITE K9 grant for \$7,500.00 awarded to the Portland Police Department be accepted by the City of Portland to be used toward the purchase of a new Police K9; 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 - 08

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH SUNSET INVESTMENTS PARTNERSHIP FOR THE WATER IMPROVEMENTS TO INSTALL A NEW SIX (6) INCH WATER MAIN THROUGHOUT THE DEVELOPMENT LOCATED AT 0 FLEMING ROAD, TAX MAP 013, PARCEL 025.02 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 Sunset Investment Partners for the development located at 0 Fleming Road, Tax Map 013, Parcel 025.02; 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 Sunset Investment Partners ("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 5 lots as part of a 14-lot residential subdivision, 0 Fleming Road, Tax Map 013, Parcel 025.02 and, 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 **12th** day of **August, 2025** (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 1,375 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 1,375 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 **\$47,367.19** for the maintenance surety, prior to PDU accepting the IMPROVEMENTS. The maintenance surety shall be submitted to the CITY once the punchlist is complete.

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 a total maintenance SURETY amount of **\$47,367.19** 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	DATE
APPROVED AS TO FORM:	

BY: _____	_____
CITY ATTORNEY	DATE

EXHIBIT A



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

ZECHARIAH ROWLEY – ENGINEER TECHNICIAN

100 SOUTH RUSSELL ST.

PORTLAND, TENNESSEE 37148

Telephone (615) 323-1437

Email Address: zrowley@cityofportlandtn.gov

Sunset Investments Partnership
P.O. Box 271
Pleasant View, TN 37146

Date: 8/12/2025

**Re: WATER CAPACITY LETTER (REVISION #1)
HIGHWAY 259 & FLEMING LANE, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 013, PARCEL 025.02**

The Portland Department of Utilities (PDU) has completed its review of your application for water for the proposed 14-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 any lot of this development is less than five acres, the development will be required to achieve the County's 500 gallons per minute fire flow requirement.

If all of the lots of this development are greater than or equal to five acres, the system has the hydraulic capacity to meet the proposed domestic demand. However, the Developer will be required to upsize the water line along its road frontage to the City's minimum for outside city limits as per Ordinance 25-24, which is six (6) inches.

The Developer will be required to upsize the existing four (4) inch main to a six (6) inch main along Hwy 259, starting at the end of the existing 6" main at 2126 Hwy 259 to the eastern property line. This route is shown in red on Exhibit 1.

Also, the Developer will be required to install six (6) inch water main along Fleming Road from the end of the existing six (6) water main at 110 Fleming Road to the northern property line. This route is shown in yellow on Exhibit 1. This will entail approximately 3,200 linear feet of six (6) inch Blue DR 14 C900 PVC or Ductile Iron Pipe and all associated appurtenances.

Additionally, the Developer will be required to Pay-in-Lieu of upsizing the water main on White Road for the length of the property's road frontage. The Pay-in-Lieu Fee was calculated by the road frontage shown on the plat provided to PDU multiplied by the per foot price in the Surety Calculator. The road frontage from the plat is 164.6 linear feet, and the per-foot price for six (6) inch water main is \$175 per linear foot. The Pay-in-Lieu Fee is calculated to be **\$28,805**. The route for the Pay-in-Lieu Fee is shown in orange on Exhibit 1.



Exhibit 1

The City is currently designing or constructing Water Capital Improvement Projects, including the Oak Hill Water System Improvements, Masons Tank 12-inch Connector, Oak Hill Tank, TGT Water Improvements, Zoning Vaults, SR 109 TDOT Bypass, and several others. The Developer will be required to pay a Developer's Contribution of **\$10,500** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$25,200** towards water improvement fees as per Ordinance 25-24. The Developer's Contribution and water improvement fees shall be paid prior to a PDU Representative signing off on the Construction Plans.

Developer's Contribution:

Single Family Residence – 14 Units

14 Units x \$750 = **\$10,500**

Improvement Fee:

Single Family Residence – 14 Units

14 Units x \$1,800 = **\$25,200**

Total Water Contributions: \$10,500 + \$25,200 + \$28,805 = \$64,505

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 installations is \$560,000.00. Thus, the estimated value must be depreciated annually over the 40-year period. That equates to approximately \$14,000.00 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 must be submitted to and approved by PDU before development can proceed. Once PDU approval is secured, the City has accepted the utility

installations, and the Residential Service Availability Form Request for water is submitted, the fees for each lot (e.g., tap and connection) will be sent.

This letter shall expire on July 11, 2026, twelve (12) months from the original capacity letter dated July 11, 2025. 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 until July 11, 2026. After the twelve (12) month period from the date of the original capacity letter expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in writing prior to expiration on July 11, 2026. 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,

A handwritten signature in blue ink that reads "Zechariah Rowley". The signature is fluid and cursive, with the first name "Zechariah" being more prominent than the last name "Rowley".

Zechariah Rowley
ZFRAV001946REV1

cc.

Business Office
PDU Office Staff

ORDINANCE

City of Portland, Tennessee

No. 26 – 10

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH CSR ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR THE 2026 POINT REPAIR PROJECT

WHEREAS, this project is deemed necessary for the continued work to eliminate inflow/infiltration into the sewer collection system and to help reduce sanitary sewer overflows; and

WHEREAS, funding for this engineering task order is a budgeted expense; and

WHEREAS, CSR Engineering has provided the following task order fees, and the complete proposal is attached:

• Survey (Property, ROWs, Topo, Infrastructure)	\$ 34,400.00
• Modeling/Analysis and Sewer Design Confirmation	\$ 9,500.00
• Survey (Easement Documents)	\$ 15,200.00
• Construction Plans	\$ 48,400.00
• TDEC Permits	\$ 6,500.00
• Final Bid Documents, Bidding, Award	\$ 7,500.00
	<u> </u>
	Total \$121,500.00
• Construction Services (as requested) Standard Hourly Rates	
• As-builts, GIS Mapping (as requested) Standard Hourly Rates	

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with CSR Engineering to provide engineering services for the 2026 Point Repair Project; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:

February 10, 2026

Mr. Warren Garrett
City of Portland, Utilities Dept.
100 S Russell St.
Portland, TN 37148

REFERENCE: **Proposal Of Engineering Services for the 2026 Gravity Main Sewer Replacement Project**

The following is a proposal for the design, bidding and related engineering services for the replacement of portions of existing sewer and installation of sections of new sewer mains in the vicinity of Riggs Avenue, Hunter Street and Jerry Street. We understand the background information surrounding this project summarized as a need to replace the most problematic I&I portions of the existing collection system serving this area.

General Scope of Work

- Planimetric, Utility, ROW, & Topographic Survey for Analysis and Design (project limits along private property and named city streets).
- Perform system modeling and develop sewer layouts to define the three project areas (gravity mains and related pump stations).
- Prepare wastewater design plans for Riggs Avenue (+/- 1,638 linear feet), Dollar General & Hunter Street (+/- 200 linear feet), Jerry Street (+/- 2,332 linear feet) and all required appurtenances necessary for installation and function in accordance with city wastewater specifications and requirements. Design will conform to city standards and will be submitted to the Utilities Department for review and approval. Included on the plans will be:
 - Existing and Proposed Sewer Main Layouts (4,170 total feet)
 - Proposed Sewer Main Profiles (4,170 total feet)
 - Related sewer service connections design/confirmation
 - Roadway and related infrastructure repair details
 - EPSC Plans, Details (SWPPP if required)
 - Demolition and closure details of abandoned facilities (as directed by the Utilities Department)
 - Standard City installation details
- Submit to TDEC for public sewer permit approval and related general permits (TNCGP/ARAP if necessary)
- Develop final bid documents for City solicitation and award process
- Develop easement drawings and written descriptions to be used by City Attorney for easement acquisition
- Assist City Attorney in easement acquisition process as needed

Additional Scope of Work (as directed by the City)

- Provide construction inspection services during sewer installation (on call as a separate task if requested by the City)
- Provide Record drawings and GIS mapping and integration of the installed conversion project (on call as a separate task if requested by the City)

For billing purposes, the project can be broken down into the following phased tasks:

I – Survey (Property, ROWs, Topo, Infrastructure)	\$ 34,400.00
II – Modeling/Analysis and Sewer Design Confirmation	\$ 9,500.00
III – Survey (Easement Documents)	\$ 15,200.00
IV – Construction Plans	\$ 48,400.00
V – TDEC Permits	\$ 6,500.00
<u>VI – Final Bid Documents, Bidding, Award</u>	<u>\$ 7,500.00</u>
Total	\$121,500.00

VI – Construction Services (as requested)	Standard Hourly Rates
<u>VII – As-builts, GIS Mapping (as requested)</u>	<u>Standard Hourly Rates</u>

The fee for these professional services as described by this proposal under the General Scope of Work will be a lump sum fee of \$121,500.00. Bills will be submitted monthly based on the progress made according to the phased tasks described above.

Not included in the scope of work are geotechnical investigation, other utility design, testing, nor specified additional services, unless directed. CSR Engineering, Inc. will provide these proposed services in accordance with Exhibit A, General Terms and Conditions, which is attached and made a part of this Letter Agreement.

We appreciate the opportunity to provide you with this proposal. Please let us know if you should have any questions or comments. If you wish for CSR to proceed according to this proposal, please provide the appropriate PO or authorized notification of approval.

As a representative of CSR Engineering, Inc., I agree to perform or oversee the proposed work as agreed.



Jason L. Reynolds, P.E.
Project Manager

February 10, 2026

Date

Accepted by: _____
for the City of Portland

Date

EXHIBIT "A"
CSR ENGINEERING, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all

governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that

proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required

by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$1,000,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the

sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold

Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one and one-half percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.

28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made

by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

ORDINANCE

City of Portland, Tennessee

No. 26 - 11

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH SUNSET INVESTMENTS PARTNERSHIP FOR THE WATER IMPROVEMENTS TO INSTALL A NEW SIX (6) INCH WATER MAIN THROUGHOUT THE DEVELOPMENT LOCATED AT 0 HIGHWAY 259, TAX MAP 013, PARCEL 025.02 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 Sunset Investment Partners for the development located at 0 Highway 259, Tax Map 013, Parcel 025.02; 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 Sunset Investment Partners ("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 9 lots as part of a 14-lot residential subdivision, 0 Highway 259, Tax Map 013, Parcel 025.02 and, 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 **12th** day of **August, 2025** (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 1,778 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 1,778 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 **\$60,590.63** for the maintenance surety, prior to PDU accepting the IMPROVEMENTS. The maintenance surety shall be submitted to the CITY once the punchlist is complete.

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 a total maintenance SURETY amount of **\$60,590.63** 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	DATE
APPROVED AS TO FORM:	

BY: _____	_____
CITY ATTORNEY	DATE

EXHIBIT A



PORTLAND

Department of Utilities

Call 811 Before You Dig!
Portland, Tennessee

CITY OF PORTLAND

ZECHARIAH ROWLEY – ENGINEER TECHNICIAN
100 SOUTH RUSSELL ST.

PORTLAND, TENNESSEE 37148

Telephone (615) 323-1437

Email Address: zrowley@cityofportlandtn.gov

Sunset Investments Partnership
P.O. Box 271
Pleasant View, TN 37146

Date: 8/12/2025

Re: WATER CAPACITY LETTER (REVISION #1)
HIGHWAY 259 & FLEMING LANE, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 013, PARCEL 025.02

The Portland Department of Utilities (PDU) has completed its review of your application for water for the proposed 14-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 any lot of this development is less than five acres, the development will be required to achieve the County's 500 gallons per minute fire flow requirement.

If all of the lots of this development are greater than or equal to five acres, the system has the hydraulic capacity to meet the proposed domestic demand. However, the Developer will be required to upsize the water line along its road frontage to the City's minimum for outside city limits as per Ordinance 25-24, which is six (6) inches.

The Developer will be required to upsize the existing four (4) inch main to a six (6) inch main along Hwy 259, starting at the end of the existing 6" main at 2126 Hwy 259 to the eastern property line. This route is shown in red on Exhibit 1.

Also, the Developer will be required to install six (6) inch water main along Fleming Road from the end of the existing six (6) water main at 110 Fleming Road to the northern property line. This route is shown in yellow on Exhibit 1. This will entail approximately 3,200 linear feet of six (6) inch Blue DR 14 C900 PVC or Ductile Iron Pipe and all associated appurtenances.

Additionally, the Developer will be required to Pay-in-Lieu of upsizing the water main on White Road for the length of the property's road frontage. The Pay-in-Lieu Fee was calculated by the road frontage shown on the plat provided to PDU multiplied by the per foot price in the Surety Calculator. The road frontage from the plat is 164.6 linear feet, and the per-foot price for six (6) inch water main is \$175 per linear foot. The Pay-in-Lieu Fee is calculated to be **\$28,805**. The route for the Pay-in-Lieu Fee is shown in orange on Exhibit 1.



Exhibit 1

The City is currently designing or constructing Water Capital Improvement Projects, including the Oak Hill Water System Improvements, Masons Tank 12-inch Connector, Oak Hill Tank, TGT Water Improvements, Zoning Vaults, SR 109 TDOT Bypass, and several others. The Developer will be required to pay a Developer's Contribution of **\$10,500** towards the City's Capital Improvement Projects. The Developer will be required to pay **\$25,200** towards water improvement fees as per Ordinance 25-24. The Developer's Contribution and water improvement fees shall be paid prior to a PDU Representative signing off on the Construction Plans.

Developer's Contribution:

Single Family Residence – 14 Units

14 Units x \$750 = **\$10,500**

Improvement Fee:

Single Family Residence – 14 Units

14 Units x \$1,800 = **\$25,200**

Total Water Contributions: \$10,500 + \$25,200 + \$28,805 = \$64,505

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 installations is \$560,000.00. Thus, the estimated value must be depreciated annually over the 40-year period. That equates to approximately \$14,000.00 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 must be submitted to and approved by PDU before development can proceed. Once PDU approval is secured, the City has accepted the utility

installations, and the Residential Service Availability Form Request for water is submitted, the fees for each lot (e.g., tap and connection) will be sent.

This letter shall expire on July 11, 2026, twelve (12) months from the original capacity letter dated July 11, 2025. 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 until July 11, 2026. After the twelve (12) month period from the date of the original capacity letter expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in writing prior to expiration on July 11, 2026. 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,

A handwritten signature in blue ink that reads "Zechariah Rowley". The signature is fluid and cursive, with the first name "Zechariah" being more prominent than the last name "Rowley".

Zechariah Rowley
ZFRAV001946REV1

cc.

Business Office
PDU Office Staff

RESOLUTION

City of Portland, Tennessee

No. 26 – 19

A RESOLUTION TO APPROVE THE FINAL ADJUSTING CHANGE ORDER #7 IN THE DECREASED AMOUNT OF \$55,346.80 FOR THE OAK HILL WATER SYSTEM IMPROVEMENTS AMERICAN RESCUE PLAN (ARP) PROJECT

WHEREAS, the City of Portland has approved the original contract and Change Order #6 in the amount of \$2,137,325.50 with Cumberland Pipeline, LLC, for the Oak Hill Water Line Improvements American Rescue Plan (ARP) Project; and

WHEREAS, Change Order #7 shall decrease the contract amount by \$55,346.80, which shall amend the contract amount to \$2,081,978.70. This shall reconcile all quantities installed to date; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #7 in the decreased amount of \$55,346.80 for the Oak Hill Water Line Improvements American Rescue Plan (ARP) Project; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of