



Board of Mayor and Aldermen
City Council Meeting
Portland City Hall
100 South Russell Street
Portland, TN 37148
5:00 PM

- A. Call To Order
- B. Prayer And Pledge
- C. Roll Call
- D. Approval Of Minutes
January 9, 2023

Documents:

[JANUARY 9 2023 MINUTES.PDF](#)

- E. Approval Of Agenda
- F. City Historian
Nathan Shadowens
- G. Presentation
Jim Irvine – President Portland American Legion

H. Communications From Council Members

- I. Public Recognition
Up to five minutes per person and comments must pertain to items that are listed on the meeting agenda.

J. Public Hearings

- 1. None

K. Department Reports

Building and Codes Department	Human Resources
City Recorder Report	Parks Department
Community Development	Police Department
Finance Department	Public Works

Documents:

[JANUARY 2023 CITY RECORDER MONTHLY REPORT.PDF](#)
[NEWSLETTER JANUARY 2023.PDF](#)
[FINANCIAL REPORT.PDF](#)
[DECEMBER 2022 FIRE DEPT MONTHLY REPORT.PDF](#)
[PUBLIC WORKS COUNCIL REPORT \(FEB. 2023 MEETING\).PDF](#)
[PDU WORK REPORTS.PDF](#)

L. Alcoholic Beverage Board

Vice Mayor Jody McDowell, Chairman

1. Application From – Rajesh Soni – New Owner KB Mart
5989 Highway 31-W, Portland, TN

M. Mayor's Report

N. Community Development

Alderwomen Magann Thompson

O. Finance

Alderman Penny Barnes

1. Ordinance No. 23-01 - Second Reading
An ordinance of the City of Portland, TN amending budget Ordinance No. 22-40 for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Documents:

[ORD 23-01 BUDGET AMENDMENT FOR FY22 23.PDF](#)

2. Resolution No. 23-09

A resolution to authorize the submission of a loan application to the Tennessee Municipal Bond Fund for the purpose of potential upgrades to the Water Treatment Plant and Raw Water Intake System.

Documents:

[RES 23-09 TMBF LOAN FOR WTP EXP.PDF](#)

P. Fire Department

Vice Mayor Jody McDowell; Financed by: General Fund

1. Resolution No. 23-10
A resolution to pursue placement of a Safe Haven Baby Box inside a city fire hall.

Documents:

[RES 23-10 SAFE HAVEN BABY BOX.PDF](#)

Q. Human Resources

Alderwoman Penny Barnes

R. Legislative

Mayor Mike Callis

1. Resolution No. 23-11

A resolution to accept a 50% match Tourism Grant for Wayfinding Signs within the Community.

Documents:

[RES 23-11 MATCHING GRANT FOR SIGNS.PDF](#)

2. Resolution No. 23-12

A resolution to approve guidelines for records maintenance and retention within the city.

Documents:

[RES 23-12 RECORD RETENTION POLICY.PDF](#)

3. Resolution No. 23-13

A resolution to re-appoint one member, Elizabeth Villalobos to the Portland Historic Preservation Commission.

Documents:

[RES 23-13 RE-APPT E VILLALOBOS HPC.PDF](#)

4. Resolution No. 23-14

A resolution to appoint one member, LaToya Holcomb to the Ad Hoc Committee.

Documents:

[RES 23-14 APPOINT HOLCOMB TO AD HOC COMM.PDF](#)

5. Resolution No. 23-15

A resolution requesting General Assembly to amend the Private Act Charter of the City of Portland, TN.

Documents:

[RES 23-15 PROPOSED CHARTER CHANGES.PDF](#)

S. Municipal Airport

Alderman Mike Hall; Financed by: Special Revenue Fund

1. Ordinance No. 23-03 - First Reading

An ordinance approving a contract between the Portland Airport Authority and the

State of Tennessee Department of Transportation Aeronautics Division for contract participation in the Bipartisan Infrastructure Law Grant Program.

Documents:

[ORD 23-03 AIRPORT STATE CONTRACT BIL PROJECTS.PDF](#)

T. Parks & Recreation

Alderman Brian Woodall; Financed by: General Fund/Special Revenue Fund - Golf Course

1. Resolution No. 23-16

A resolution to adopt the 2023 Dogwood Hills Golf Course Annual Membership Fees for the City of Portland.

Documents:

[RES 23-16 GOLF ANNUAL MEMBERSHIP 2023 FEES.PDF](#)
[DOGWOOD HILLS 2023 ANNUAL MEMBERSHIP FEES.PDF](#)

2. Ordinance No. 23-04 - First Reading

An ordinance to enter into an agreement with GreenLid Design to provide engineering services for the City of Portland Parks Department maintenance building.

Documents:

[ORD 23-04 PARKS MAINTENANCE BUILDING.PDF](#)

3. Ordinance No. 23-05 - First Reading

An ordinance to enter into an agreement with Nabholz construction for the renovation/preservation of the Robert Coleman Community Center.

Documents:

[ORD 23-05 BIDS FOR ROBERT COLEMAN COMM CTR.PDF](#)

U. Police Department

Alderman Drew Jennings; Financed by: General Fund

V. Planning & Codes

Alderwoman Megann Thompson; Financed by: General Fund

1. Resolution No. 23-17

A resolution to appoint one member, Hector Graves to the Portland Municipal Zoning Board of Appeals.

Documents:

[RES 23-17 APPOINT HECTOR GRAVES BZA MEMBER.PDF](#)

2. Resolution No. 23-18

A resolution to appoint one member, Tom Driscoll to the Portland Municipal Zoning Board of Appeals.

Documents:

[RES 23-18 APPOINT TOM DRISCOLL BZA MEMBER.PDF](#)

3. Resolution No. 23-19

A resolution to re-appoint three (3) members to the City of Portland Construction Board/Property Maintenance Appeals Board.

Documents:

[RES 23-19 RE-APPT CONST BD AND PROP MAINT MEMBERS.PDF](#)

4. Resolution No. 23-20

A resolution to appoint one member, Denise Hicks to the Portland Municipal Planning Commission.

Documents:

[RES 23-20 APPOINT DENISE HICKS PLANNING COMMISSION MEMBER.PDF](#)

W. Public Works

Alderwoman LoToya Holcomb; Financed by: General Fund - Streets, City Mechanic / Special Revenue Fund - Sanitation, Stormwater

1. Resolution No. 23-21

A resolution authorizing a change of speed limits on various roads throughout the City of Portland.

Documents:

[RES 23-21 SPEED LIMIT CHANGES FOR 2023.PDF](#)
[2023 SPEED LIMIT CHANGES.PDF](#)

2. Ordinance No. 23-06 - First Reading

An ordinance to repeal and replace the original developer's agreement and authorize the mayor to enter into a new developer's agreement with Steve Somerville for the development of Orchard Place Subdivision.

Documents:

[ORD 23-06 AMENDMENT TO ORCHARD PLACE SUBDIVISION DEVELOPERS AGREEMENT.PDF](#)

X. Utility Infrastructure

Alderman Brian Woodall; Financed by; Enterprise Fund - Water Distribution, Water Plant, Wastewater Collections, Wastewater Plant, Natural Gas Distribution, GIS,

Engineering

1. Ordinance No. 23-02 - Second Reading

An ordinance authorizing an agreement between the City of Portland and OHM Advisors for professional services for water and sewer hydraulic modeling.

Documents:

[ORD 23-02 OHM FOR WATER SEWER MODELING.PDF](#)

2. Resolution No. 23-22

A resolution authorizing the City of Portland to enter into a facility encroachment agreement with CSX Transportation.

Documents:

[RES 23-22 CSX AGREEMENT.PDF](#)
[CSX973911 AGREEMENT.PDF](#)
[CSX973911 EXHIBIT A.PDF](#)
[CSX973911 INVOICE.PDF](#)

3. Discussion

Water moratorium areas and maps of affected locations.

Y. Adjournment

Minutes

Board of Mayor and Aldermen

City of Portland, Tennessee

January 9, 2023

1. **Call to Order** - Mayor Callis called the meeting to order at 5:02 P.M.
2. **Prayer/Pledge** – Chief Thornton offered the Invocation and the Pledge of Allegiance.
3. **Roll Call** - The Portland Board of Mayor and Aldermen met on January 9, 2023, with the following members in attendance: Alderwoman Penny Barnes, Alderwoman LaToya Holcomb, Alderman Mike Hall, Alderman Drew Jennings, Vice Mayor Jody McDowell Alderwoman Megann Thompson and Alderman Brian Woodall. City Attorney John R. Bradley and City Recorder Patricia Keen were present.
4. **Approval of Minutes from November 7, 2022, Council Meeting**
A motion was made by Vice Mayor McDowell, seconded by Alderwoman Thompson to approve the minutes as presented. A unanimous voice vote indicated approval.
The minutes were approved.
5. **Approval of Agenda** A motion was made by Alderwoman Thompson, seconded by Alderman Jennings to approve the agenda. A unanimous voice vote indicated approval of the agenda.
The agenda was approved.
6. **Communications from Council Members**
Alderman Woodall announced the upcoming date for the Daddy Daughter Dance in February sponsored by the Parks Department.
7. **Public Recognition**
 - James Chaney – 332 Airport Road, spoke on Ordinance 23-01 and Resolution 23-02. He questioned the change of an employee’s title would involve a salary increase. He questioned the last paragraph of the Resolution and Ordinance saying, “public welfare requiring it”. He questioned council speaking to the public on items being up for approval.
8. **Public Hearing**
 - A. **Ordinance No. 22-79** - An ordinance to amend the City of Portland, TN zoning map by rezoning 301 Victor Reiter Parkway, Sumner County Tax Map 033A, Parcel 039.00 and Sumner County Tax Map 019, Parcel 033.01 from R-15 (Residential) to IG (Industrial General).

No one spoke.

- 9. Departmental Reports** - Motion was made by Alderwoman Thompson, seconded by Alderman Jennings to approve the reports. A unanimous voice vote indicated approval of the monthly reports as presented. Reports accepted as presented.

10. Mayor's Report

Mayor Callis announced the retiring of City Recorder Patricia Keen on March 3, 2023. Mayor pointed out the PHS basketball game tonight. He also spoke of upcoming budget work and grants hoping to get.

11. Community Development – Alderwoman Megann Thompson – No items

12. Finance – Alderwoman Penny Barnes

- A. Ordinance No. 23-01 - First Reading** – An ordinance of the City of Portland, TN amending budget Ordinance No. 22-40 for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Motion was made by Alderwoman Barnes, seconded by Alderman Woodall to approve Ordinance No. 23-01 on first reading. A unanimous voice vote indicated approval.

Ordinance No. 23-01 Approved on First Reading

- B. Resolution No. 23-01** - A resolution pursuant to authority granted by Section 6-54-111 of the Tennessee Code Annotated and in accordance with Section 0380-3-7-02 of the Official Compilation Rules and Regulations of the State of Tennessee which authorizes appropriations for financial aid for nonprofit charitable organizations whose services benefit the general welfare of the residents of this municipality.

Motion was made by Alderwoman Barnes, seconded by Alderman Woodall to approve Resolution No. 23-01. A unanimous voice vote indicated approval.

Resolution No. 23-01 Approved

- C. Resolution No. 23-02** - A resolution designating the position of Finance Director as that of the Chief Financial Officer for the City of Portland, TN in compliance with the State Contract and Report System.

Motion was made by Alderwoman Barnes, seconded by Alderman Jennings to approve Resolution No. 23-02. A unanimous voice vote indicated approval.

Resolution No. 23-02 Approved

13. Fire Department – Vice Mayor Jody McDowell - No items

14. Human Resources – Alderwoman Penny Barnes – No items

15. Legislative – Mayor Mike Callis

- A. Resolution No. 23-03** – A resolution to re-appoint one member to the Portland Housing Authority Board.

Motion was made by Vice Mayor McDowell, seconded by Alderman Hall to approve Resolution No. 23-03. A unanimous voice vote indicated approval.

Resolution No. 23-03 Approved

16. Municipal Airport – Alderman Mike Hall – No items

17. Parks & Recreation – Alderman Brian Woodall

A. Resolution No. 23-04 - A resolution to adopt the Park Master Plan for the City of Portland, TN.

Motion was made by Alderman Woodall, seconded by Alderwoman Thompson to approve Resolution No. 23-04. Jamie White, Parks Director presented the Park Master Plan reporting it is a working plan for the future. A unanimous voice vote indicated approval.

Resolution No. 23-04 Approved

20. Police Department – Alderman Drew Jennings – No items

21. Planning & Codes – Alderwoman Megann Thompson

B. Ordinance No. 22-79 - Second Reading – An ordinance to amend the City of Portland, TN zoning map by rezoning 301 Victor Reiter Parkway, Sumner County Tax Map 033A, Parcel 039.00 and Sumner County Tax Map 019, Parcel 033.01 from R-15 (Residential) to IG (Industrial General).

Motion was made by Alderwoman Thompson, seconded by Alderman Woodall to approve Ordinance No. 22-79 on second reading. A voice vote indicated approval with Alderman Woodall voting nay.

Ordinance No. 22-79 Approved on Second Reading

22. Public Works Department – Alderwoman LaToya Holcomb – No items

23. Department of Utilities – Alderman Brian Woodall

A. Ordinance No. 22-81 - Second Reading – An ordinance to enter into an agreement with Cumberland Valley Constructors for the Phase II Wastewater Treatment Plant Expansion Project.

Motion was made by Alderman Woodall, seconded by Alderwoman Thompson to approve Ordinance No. 22-81 on second reading. A unanimous voice vote indicated approval.

Ordinance No. 22-81 Approved on Second Reading

B. Resolution No. 23-05 - A resolution to approve change order #1 in the decreased amount \$75,310 for the contract with Cumberland Valley Constructors for the Phase II Wastewater Treatment Plant Expansion.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Resolution No. 23-05. A unanimous voice vote indicated approval.

Resolution No. 23-05 Approved

- C. Resolution No. 23-06** - A resolution to approve change order #2 in the decreased amount of \$8,611.75 for reconciling quantities installed to date as per the unit price per the contract.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Resolution No. 23-06. A unanimous voice vote indicated approval.

Resolution No. 23-06 Approved

- D. Resolution No. 23-07** - A resolution requiring developers to pay the cost of all utility hydraulic modeling (gas, water & sewer) for major subdivisions and large commercial and industrial developments.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Resolution No. 23-07. A unanimous voice vote indicated approval.

Resolution No. 23-07 Approved

- E. Ordinance No. 23-02 - First Reading** – An ordinance authorizing an agreement between the City of Portland and OHM Advisors for professional services for water and sewer hydraulic modeling.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Ordinance No. 23-02 on first reading. A unanimous voice vote indicated approval.

Ordinance No. 23-02 Approved on First Reading

- F. Resolution No. 23-08** – A resolution to deny low-pressure sewer systems with Septic Tank Effluent Pumping (STEP) or Grinder Pumps with the City of Portland Sewer Collection System.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Resolution No. 23-08. A unanimous voice vote indicated approval.

Resolution No. 23-08 Approved

- G. Discussion** – Natural Gas pilot lighting
Bryan Price, Utility Director explained the concerns of lighting gas pilots within customers houses. The city has done this for some time now and if damages are caused, who is responsible. He stated there are licensed plumbers that can do this for the customers. Due to the liability to the city he feels best the city discontinue this service. There was question of customer signing a disclaimer. Language will be drafted for a resolution.

Adjournment

Motion was made to adjourn the meeting at 6:11 pm.

Mike Callis, Mayor

Patricia Keen, City Recorder

**City of Portland
Office of Recorder
100 South Russell Street
Portland, Tennessee 37148**

**Phone 615/325-6776 Ext. 261
Fax 615/325-7075**

January 2023 Monthly Report

Number of Council Meetings	1	January 9
		7 Council Members present
		0 Council Members absent
Number of Work Studies	0	
Number of Records Requested	16	



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

JANUARY 2023



TCAT Portland now provides day and night classes for Welding. Nursing, Cosmetology and Construction Classes have also been added to IT, Advanced Manufacturing and Tool and Die Classes.

For More Information Call: 615/325-5575.

- Attended the Forward Sumner Annual Board of Directors and Winter Meeting on Friday, January 27th. Interesting updates were provided by Deputy Governor/TDOT Commissioner Butch Eley and Region 3 Director Jay Norris. Forward Sumner Economic Partnership & Workforce Development Representative Kelly Crecelius also spoke about workforce initiatives. The new **Music City Studios** destined for Molly Walton Drive and **Costco** at the corner of Hwy 386 and New Shackle Island Road were also given a shout out.
- Spoke to this year's class of Leadership Portland about Portland projects on January 20th.
- Answered questions as needed regarding a HOME Program Project funded in 2018.
- Provided information to finance relative to project audits.
- Provided assistance to a local non-profit seeking potential warehouse space.
- Had a conversation with Troy Holden for a recording for the Chamber's Morning Brew Podcast on January 6th.



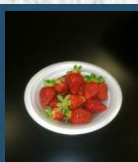
Mayor Callis received a unique late Christmas present this month.



Mayor Callis and Chamber Director, Sherri Ferguson pose for a quick picture at the Forward Sumner Partnership's Annual Winter Luncheon in January.



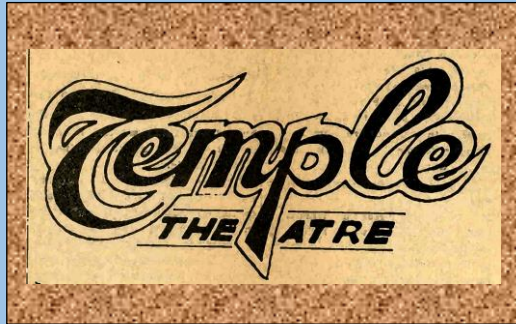
Senator Ferrell Haile listens as TDOT Commissioner Eley speaks.



100 South Russell Street
Portland, Tennessee 37148
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January, 2023



A section of the stage from the Temple/Strand was preserved and incorporated into the new stage. This could be the very section of the stage Minnie Pearl and Roy Acuff stood upon.



Green Rooms provide a comfortable spot for entertainers as they wait for their turn to be in the spotlight. Thanks to our board members who took care of this segment of our completion process with both time and money.

Commemorative Engraved Bricks are available from the Preservation Foundation.

Please help us pave the Way!

**For more information visit our website
templetheatretn.com**

DOWNTOWN, DOWNTOWN, DOWNTOWN



The Portland Preservation Foundation and the Certified Downtown Committee met on January 5th and January 31st.



Help Pave the Way

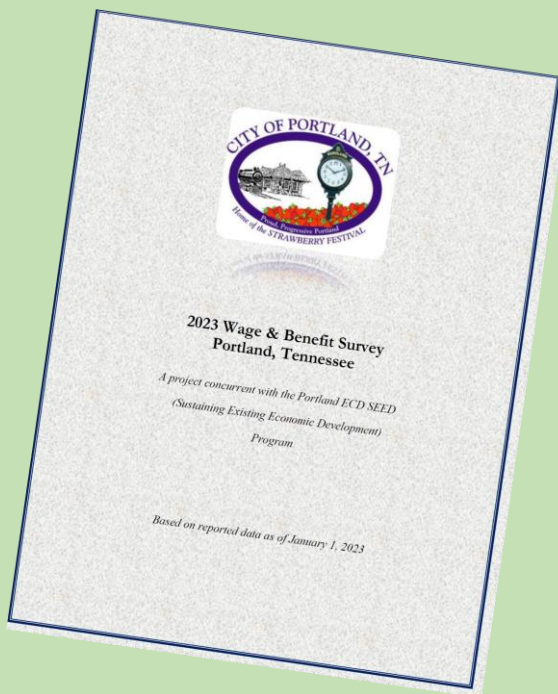
Thank you to the Portland Community for supporting the Temple Theatre Restoration Efforts.

Tremendous strides have been made on the theatre this month. As we near the finish line for this wonderful restoration project the Portland Preservation Foundation would like to thank the entire community for your commitments, patience, encouragement, and support. Your time, money, partnerships, and prayers are greatly appreciated. This has truly been a blood, sweat and tears experience. The efforts invested in downtown Portland have been extraordinary since we began this project ten years ago. (The deed was signed February 14, 2013.) We plan more acknowledgements very soon but for now:

Thank You! Thank You! Thank You!

Wayne Bandy, Kenneth Brewer, Robyn Collins, Jim Donoho, Sherri Ferguson, Jack Freedle, Kathy Freeman, Billy Geminden, Denise Geminden, Dan Green, Drew Jennings & Ken Wilber.

- Submitted a request to the TN Historical Commission to review the wording for a Historical Marker for the Moyer Green Boarding House. Provided a heads up to Planning, Codes and Storm Drainage about an upcoming decision for placement.
- Received disappointing news from Rural Development if we qualified their Community Facilities Finance Program would delay the OEO Center Project.



Wage/Benefit Data has been received this month. Big Thanks to all who participated. Results will be available soon.



TDOT Region 3 Director, Jay Norris provides an update on the SR-109 Bypass at the Forward Sumner Annual Winter Luncheon sponsored by AT&T and Sherman Carter Barnhart Architects

SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- ❖ Forwarded personal property inventory for Dorman Products to the appropriate entities on behalf of the Industrial Development Board.
- ❖ Reached out to TN Department of Transportation with contact information requested by Dorman regarding their property agreement to allow for the Eubanks Road State Industrial Access Road Improvements.
- ❖ Sent several reminders to industry encouraging their participation in the Portland Wage/Benefit Survey in January. Connected Workforce Questions received in the surveys with the appropriate resource centers.
- ❖ Inquired of Robertson County Tax Assessor the status of tax forgiveness provided by the Springfield Board for specific industries within their jurisdiction.
- ❖ Communications continue with TDOT regarding the need for property owners' permissions to move forward with the Eubanks Road State Industrial Access Road Project.
- ❖ Communication continues with Vonda Gates and Sarah Warren with regard to Robertson County industries.
- ❖ Participated in a Microsoft Team Meeting presentation about the State ECD's Property Evaluation and Site Development Grant Programs in January.
- ❖ Submitted the 2023 Farmers Market Grant to the State in January.
- ❖ Collected site data requested for a retail prospect for a second look investor.
- ❖ Confirmed the Mayor's attendance at the "Topping Off" Event for Project Titan.



**Spending money in Portland, Tennessee brings my money back to me ~
Half of our sales tax dollars support our Sumner County Schools.**

City of Portland Office of Economic & Community Development

Portland Municipal Airport

January, 2023

Portland Municipal Airport

- Provided the Airport Authority Corporate Annual Report to the TN Secretary of State's Office in January.
- Provided the remaining information required by the TDOT Auditor for review.
- Uploaded Invoice #1 for the Airport Counter Grant to Black Cat January 20th.
- Received notification of reimbursement for Airport Runway Reconstruction Pay Request #6 and provided check routing to Finance.
- Downloaded the Contract Amendment for the Runway Construction Grant allowing for additional time.
- Received Pay Requests 7 & 8 Runway Reconstruction Project & provided check routing to finance.



Congratulations!
Paul Wood is all smiles as he received his Solo Pilot's license last month. Paul is a student of Airport Director Doug Hunter.

Progress Photos on the Theatre ~ Watch for future milestone announcements!



The Portland Municipal Airport has been awarded over thirteen million dollars in grant funds for projects providing improvements to the airport



www.cityofportlandtn.gov



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

*As of December 31, 2022
Fiscal Year has elapsed - 50%*

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,570,067
W/S Bond 2020	\$18,238,174	\$14,891,042

	As of 12/31/2022	Board Passed Budget	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	3,211,224	8,675,000	37.0%
Planning & Codes	1,257,243	1,241,450	101.3%
Intergovernmental	900,385	2,176,000	41.4%
Miscellaneous	25,468	46,850	54.4%
Court	98,705	234,500	42.1%
Other Revenues	106,865	311,500	34.3%
Loan Proceeds - Other Fin Source	0	0	0.0%
Grants & Special Projects	191,208	277,500	68.9%
TOTAL	5,791,098	12,962,800	44.7%
Expense			
General Government	1,688,511	2,428,195	69.5%
Administrative & Mayor	154,260	332,350	46.4%
Human Resources	60,880	108,222	56.3%
Planning & Zoning	109,478	279,911	39.1%
Codes	55,829	151,518	36.8%
Court	39,892	71,327	55.9%
Police	2,044,434	3,945,249	51.8%
Fire	1,178,571	3,394,415	34.7%
Streets & Highways	469,189	1,282,826	36.6%
City Garage	56,060	100,128	56.0%
State Street Aid	140,191	650,000	21.6%
Animal Control	45,799	73,898	62.0%
Grants & Special Projects	96,818	1,765,000	5.5%
Swimming Pool	37,530	51,704	72.6%
Parks & Recreation	488,839	1,051,529	46.5%
Community Development	54,630	119,333	45.8%
TOTAL	\$6,720,913	\$15,805,605	42.5%

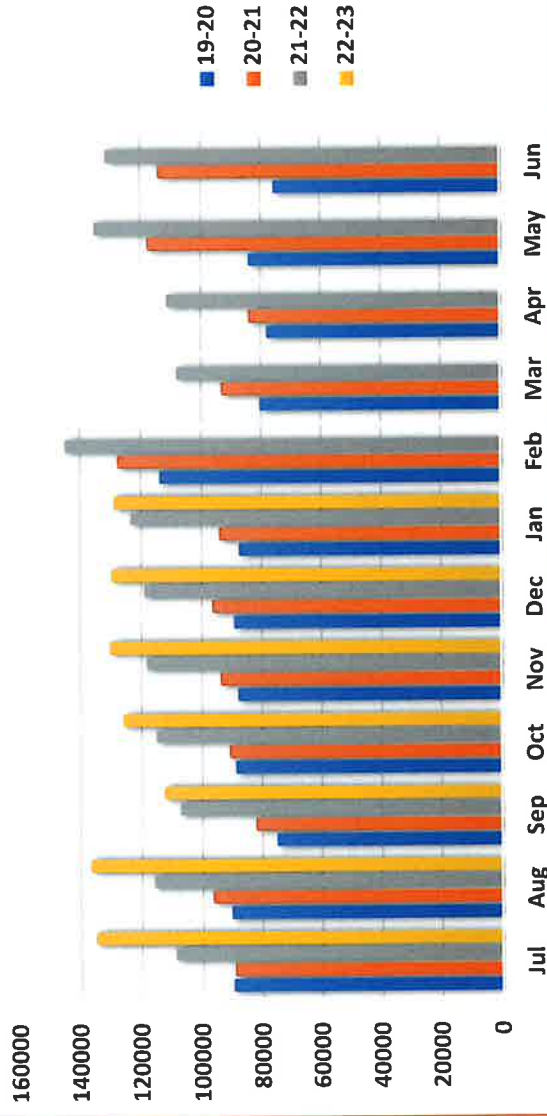
WATER & SEWER		Board Passed	
	As of 12/31/22	Budget	% of Budget
Revenue			
Revenue	6,157,744	9,521,000	64.7%
TOTAL	6,157,744	9,521,000	64.7%
Expense			
Water Plant	714,278	1,741,922	41.0%
Water Distribution System	984,407	2,722,277	36.2%
Grants & Projects	1,587,785	8,434,000	18.8%
Sewer Collection	680,759	2,027,554	33.6%
Sewer Plant	861,269	2,690,327	32.0%
Business Office	140,932	440,428	32.0%
Utility Administration	281,651	740,635	38.0%
TOTAL w/ Bond	5,251,080	18,797,143	27.9%

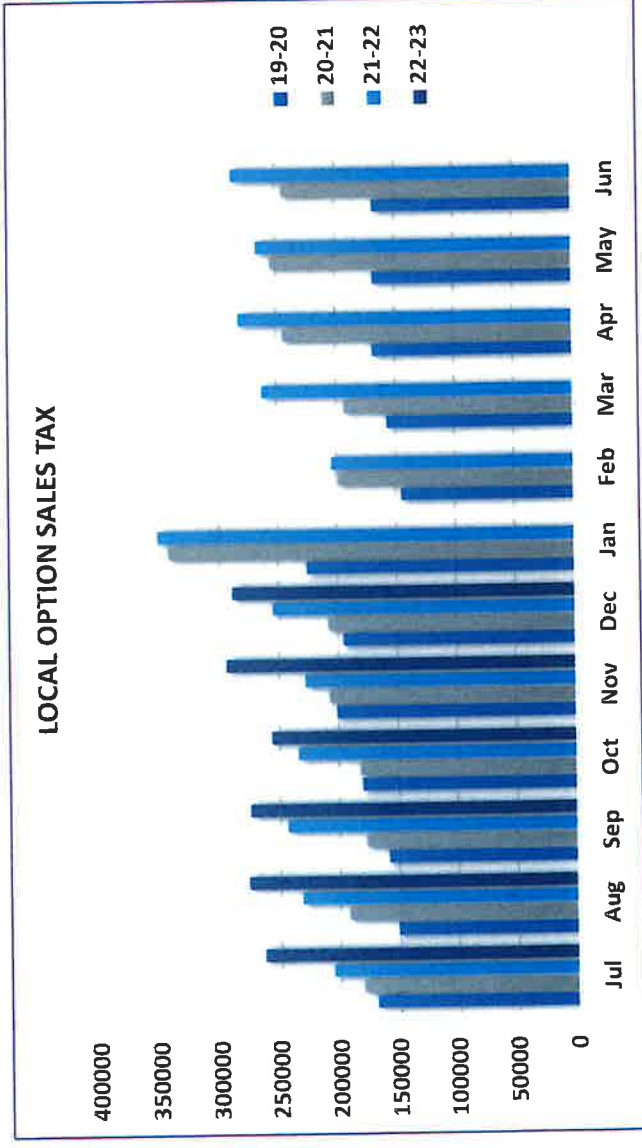
		Board Passed	
	As of 12/31/2022	Budget	% of Budget
AIRPORT FUND			
Revenue	\$5,843,539	\$5,372,000	108.8%
Expense	\$5,756,880	\$5,383,615	106.9%
DRUG FUND			
Revenue	\$3,103	\$4,000	77.6%
Expense	\$0	\$28,000	0.0%
STORMWATER			
Revenue	\$498,108	\$795,000	62.7%
Expense	\$615,998	\$1,377,094	44.7%
SOLID WASTE			
Revenue	\$723,267	\$1,318,032	54.9%
Expense	\$616,218	\$1,271,555	48.5%
GOLF COURSE			
Revenue	\$261,639	\$487,600	53.7%
Expense	\$261,327	\$486,733	53.7%

		As of 12/31/22	Board Passed Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	8,352	20,000	41.8%
	Police	118,809	90,000	132.0%
	Fire	401,867	210,000	191.4%
	TOTAL	\$529,028	\$320,000	165.3%
Expense				
	Parks	2,400	140,000	1.7%
	Police	0	96,000	0.0%
	Fire	0	38,000	0.0%
	TOTAL	\$2,400	\$274,000	0.9%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$1,007,779	\$1,174,266	85.8%
Expense		\$371,894	\$1,174,266	31.7%
DEBT SERVICE - SPECIAL REVENUE				
Revenue	Transfer from Sanitation	\$98,308	\$98,342	100.0%
Expense		\$70,185	\$98,342	71.4%
GAS				
Revenue		3,082,217	5,432,000	56.7%
Expense		2,844,736	7,885,509	36.1%

Rachel Slusser, CMFO

STATE SALES TAX





City of Portland

Fund Balance Descriptions

- **Unassigned Fund Balance** – The residual classification for the general fund and general-purpose school fund includes amounts that are not contained in the other classifications. Unassigned amounts are the portion of fund balance which is not obligated or specifically designated and is available for any purpose.

12/31/22 \$4,078,663

- **Restricted Fund Balance** – Amounts that can be spent only for the specific purposes stipulated by external resource providers such as grantors or enabling legislations. Restrictions may be changed or lifted only with the consent of the resource providers.

12/31/22 \$ 300,407 State Street Aid
\$ 16,867 Police (Donation – Unipres)

- **Committed Fund Balance** – Amounts that can be used only for the specific purposes determined by a formal action of the City Legislative Body, the City's highest level of decision-making authority. Commitments may be changed or lifted only by the City Legislative Body taking the same formal action that imposed the constraint (cable franchise, SOR).

12/31/22 \$ 329,474

- **Assigned Fund Balance** – Amounts that the City intends to use for a specific purpose, but are not restricted or committed. The intent shall be expressed by the city legislative body or an official to whom the city legislative body has delegated the authority, such as the budget committee or finance director.

12/31/22 \$2,544,043

- **Non-Spendable Fund Balance** – Amounts that are not in a spendable form such as inventory, prepaid amounts and the long-term amounts of loans and notes receivable, or are required to be maintained intact.

12/31/22 \$ 53,487

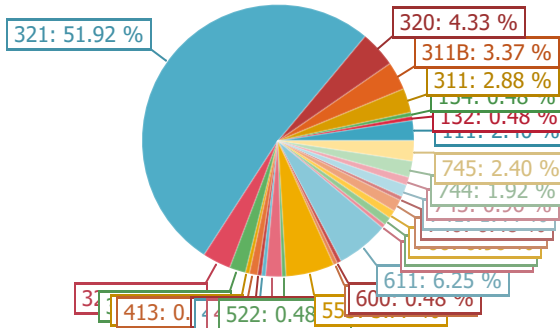


Portland Fire Department

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



Incident Reports By Incident Type, Summary



111: 2.40 %	422: 0.48 %	731: 1.44 %
132: 0.48 %	440: 0.48 %	740: 0.48 %
154: 0.48 %	444: 1.92 %	741: 1.44 %
311: 2.88 %	522: 0.48 %	743: 0.96 %
311B: 3.37 %	553: 5.77 %	744: 1.92 %
311B: 3.37 %	554: 0.48 %	745: 2.40 %
320: 4.33 %	600: 0.48 %	
321: 51.92 %	611: 6.25 %	
322: 3.37 %	621: 0.48 %	
324: 1.92 %	622: 0.96 %	
412: 0.48 %	700: 0.96 %	
413: 0.96 %		

Incident Type

Total Incidents

Percent

111 - Building fire	5	2.40%
132 - Road freight or transport vehicle fire	1	0.48%
154 - Dumpster or other outside trash receptacle fire	1	0.48%
311 - Medical assist, assist EMS crew	6	2.88%
311B - Public Assist	7	3.37%
320 - Emergency medical service incident, other	9	4.33%
321 - EMS call, excluding vehicle accident with injury	108	51.92%
322 - Motor vehicle accident with injuries	7	3.37%
324 - Motor vehicle accident with no injuries.	4	1.92%
412 - Gas leak (natural gas or LPG)	1	0.48%
413 - Oil or other combustible liquid spill	2	0.96%
422 - Chemical spill or leak	1	0.48%
440 - Electrical wiring/equipment problem, other	1	0.48%
444 - Power line down	4	1.92%
522 - Water or steam leak	1	0.48%
553 - Public service	12	5.77%
554 - Assist invalid	1	0.48%

Incident Type	Total Incidents	Percent
600 - Good intent call, other	1	0.48%
611 - Dispatched & canceled en route	13	6.25%
621 - Wrong location	1	0.48%
622 - No incident found on arrival at dispatch address	2	0.96%
700 - False alarm or false call, other	2	0.96%
731 - Sprinkler activation due to malfunction	3	1.44%
740 - Unintentional transmission of alarm, other	1	0.48%
741 - Sprinkler activation, no fire - unintentional	3	1.44%
743 - Smoke detector activation, no fire - unintentional	2	0.96%
744 - Detector activation, no fire - unintentional	4	1.92%
745 - Alarm system activation, no fire - unintentional	5	2.40%

Total Number of Incidents: 208

Total Number of Incident Types: 28

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '12/1/2022 12:00:00 AM' and '12/31/2022 11:59:59 PM'



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

Date: 12/29/2022

Stormwater Management Monthly Report- December 2022

Public Outreach/ Participation

The quarterly TNSA region meeting was held on December 8th, 2023. The main topic of discussion for this meeting was the new MS4 permit and the required implementation plan for the new permanent stormwater rule. An implementation plan was developed for the City of Portland Stormwater Department to follow the new permit.

Illicit Discharge Detection and Elimination

A follow-up inspection was done at Mapco concerning the illicit discharge from November. A third-party company was on site to inspect the oil/water separator. The separator appears to be working properly. The drain lines in the fuel island were clogged which caused the illicit discharge. The lines were cleared, and inspections will occur with copies provided to the Stormwater Department.

Construction Site Runoff Control

Pre-Construction Meetings: 1 (Dollar General)

LDPs issued: 2

CGP Inspections: 12

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.

Tracking of mud on public roadways was the main source of complaints this month due to wet weather conditions. All complaints have been addressed with the developers and remedied.

Good Housekeeping

Good housekeeping follow-up inspections of all municipal owned facilities were completed in December. Inspections were done at the Golf Course, Parks, Public Works and Utilities campus. Inspection findings were disturbed to department heads and supervisors. Good housekeeping inspections will be done in the summer with a follow up in the winter. Corbin Keen attended one Leadership Portland class.



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

Date: 1/25/2023

Stormwater Management Monthly Report- January 2023

Permanent Stormwater Implementation Plan

Per the new MS4 permit, an implementation plan for permanent stormwater control was required to be submitted to TDEC. The implementation plan was submitted on January 4th, 2023.

Illicit Discharge Detection and Elimination

There was one illicit discharge complaint in the month of January. This complaint involved dumping of food into a storm drain. The complaint was investigated and a letter was sent to the homeowner. Two Notices of Violation were given in the month of January. Both were related to repetitive track out issues from a construction site. Both sites were quickly brought into compliance.

Construction Site Runoff Control

Pre-Construction Meetings: 0

LDPs issued: 2

CGP Inspections: 23

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.

Tracking of mud on public roadways was the main source of complaints this month due to wet weather conditions. All complaints have been addressed with the developers and remedied.

Good Housekeeping

New training class schedules for 2023 were sent out by TNSA at the beginning of the month. Upcoming classes that stormwater staff will be attending include permanent stormwater management, CPESC and recertifications. Corbin Keen attended one Leadership Portland class.



CITY OF PORTLAND

GRANT PROGRAMS

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Grant Programs Monthly Report – January 2023

Active Projects

Safe Routes to School Grant < Portland West Middle School>

Railroad Crossing <Downtown Intersections - E Market, Main, E McGlothlin Street>

CMAQ <Hwy 109 from College St. to Hwy 52>

Surface Transportation Block Grant <Scattersville Rd. & New Deal Potts Rd>

Surface Transportation Block Grant <Kirby Dr. & S Russell St.>

Surface Transportation Block Grant < Pedestrian Connector Project - College Street>

Project Status

PWMS - Under closing phase, working on the next reimbursements.

Railroad Crossing - Waiting on TDOT to advertise.

CMAQ – Waiting on the cost estimate from the engineering firm.

Scattersville – Due to cold weather can't processing the paving.

Kirby – Currently on the survey, under NEPA phase.

College – Currently on the survey, under NEPA phase.

Reimbursement Status

Received PWMS project reimbursement amount of \$142,936.94.

Received STBG Scattersville Rd. & New Deal Potts Rd. project reimbursement amount of \$6,856.00 and \$8,708.00.

Received CMAQ project reimbursement amount of \$3,818.77.



CITY OF PORTLAND

GRANT PROGRAMS

100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Name	Description	Total Contract Amount	Total City Expenditures	Current FY22-23 Reimbursement	Total Reimb. Amount
PWMS	Sidewalks	\$ 261,987.00	\$ 199,108.25	\$ 142,936.94	\$ 169,701.00
Scattersville	Resurfacing	\$ 339,000.00	\$ 92,362.41	\$ 15,564.00	\$ 24,780.00
CMAQ	Traffic Signals	\$ 762,662.50	\$ 39,478.85	\$ 3,818.77	\$ 39,478.85

SANITATION DEPT

Sanitation Dept is responsible for picking up and 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

2 claw trucks picking up bulk items and brush at curbside

Burn Box @ dump – burning brush to clean up site

Resource Authority	\$ 25,973.75
Volunteer Recycling	\$ 1,315.20
Volunteer Recycling (Haul)	\$ 1,925.00

Overall Total for the month = **\$29,213.95**

Sumner Co. Resource Authority (Dec. 2022)

Truck Loads:	50 loads
Weight:	472.25 tons
Dumping fee cost	\$25,973.75

Volunteer Recycling Center (Dec. 2022)

Resource Authority – Haul Fees	\$1,315.20	7 loads
Portland Cares - Haul fee	\$ 0	0 load
TOTAL \$ 1,925.00		

Plus dump fee at Sumner Co. Resource Authority @ 21.57 ton's =1,315.20

Checked and cleaned tiles and storm drains throughout the city
Cleaned up and service equipment then moved back out to job site.
City Hall: Cleared tiles around bldg.

William Mack Ln - Tree removal to help with drainage (Cut, stack, burn all debris)
William Mack Ln - Removed Settlement
William Mack Ln - Installed new gate

New Deal Potts Rd Project: Drainage work (Jan. 3-9, 2023)
New Deal Potts Rd: Returned to dig out ditch (Crew # 2)

Kirby Rd: Cut down grade near Peytons bldg. / Returned later to Harley Rake and straw area.

Little League Park: Clean up

Beaver Dam Removal: Behind Mapco and Sandye Ave.

Library: Installed a french drain (Crew # 1) Returned to seed and straw area.

Old Westmoreland Rd: Repaired pipe that water dept damaged

Took equipment to Bobcat of Bowling Green to get door replaced

Clear trash and debris out of roadway

Crew picked up several dead deer and other animals

Cleaned and Maintained trucks and equipment

Cleaned up around shop area

Cut low hanging limbs over roadway

Crew worked to complete several work orders. (Road repair, clear debris, fix lighting, etc...)

Brush Route / Bagged lawn debris / Bulk pick up routes

Patch Potholes / Road Cuts repairs then follow up with refilling as needed

Signage: Repair or Replaced several street signs and post that were damaged or missing

Removed Banners and stored them for the winter

Removed Christmas lights downtown, Moyer Green Bldg., City Hall, Mini Park and various other locations. Put in storage for the season.

N Russell Street: Repaired the LED Chevron signs

Windwood Drive: Repaired decorative lighting

Airport: Cleared trees and brush for the Airport communication line on Airport Rd.

Road repair: Rebuilt edge of roadways

School Zone: Repaired lights on College St lights and Gateview on Hwy 52 W

Traffic lights: Worked with S&W inspecting and modifying timing and triggers at S Russell/ Hwy 52 and Hwy 109/Hwy 52 intersection

Transfer Station: Run airburner when the weather permitted.

Mowing - Seasonal (Nothing this month)

Picked up new paint liner and paint from Seal Master in Nashville

Took truck to Hunt Ford for repairs

Winterized all trucks and equipment in our dept.

Installed snow plows and spreaders on trucks for weather events



CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

124 B MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

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

Mobile: (615) 561- 5002

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – December 2022

- 5 Gas Services installed consisting of 2,105 ft of ¾" service line pipe
- Repaired cathodic protection coating on 2" main at Hwy 52/Strawberry St
- Repaired leak on 4" HDPE at Parker Rd
- Repaired leak on 4" HDPE at 2057 Hwy 52E – replaced 53' of gas line in process
- Repaired leak steel valve at Yokley Ln and Hwy 259
- Discovered leak on 4" valves at Academy Rd and Highland Circle. Excavated and Moss Welding scheduled to repair
- Completed installation of new 2" gas main on Claude Hardin Rd
- TGT Rd 12" Relocation Project under way – Moss Welding
- Assisted Water Dept in leak repairs for 3 days following Christmas weekend
- DM Services performed annual Regulator Station Inspection of all Regulator Stations
- GASS performed annual calibration of Leath Rd Regulator Station Controller
- Installed bollards for Gas Shop Pole Barn – insurance risk evaluation
- Gathered GIS data to assist in updating the Natural Gas System
- Gas Leak Investigations
- 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



CITY OF PORTLAND

298 PORTLAND LAKE ROAD
PORTLAND, TENNESSEE 37148

Telephone 615-325-6776 ext. 192

Mobile 615-566-7074

Email Address: PortWTP@cityofportlandtn.gov

Portland WTP Report for Month of December 2022

- Submitted October 2022 DMR via the EPA CDX online portal. (12/6/22)
- Submitted September 2022 MOR to TDEC via certified mail. (12/6/22)
- Stormwater Dept. borrowed the boat, motor, and battery to clear a blockage in a drainage tile. (12/7/22)
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises @ WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.
- Produced 69,596,000 gallons of potable water for distribution to customers.



CITY OF PORTLAND
WATER DEPT SUPERVISOR THOMAS O'LOUGHLIN
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-670-3977
Email Address: toloughlin@cityofportlandtn.gov

Decemeber 2022 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

(10) Service Leaks – All services leaking were renewed.

(2) Main Break repairs

(8) New services installed

Lost 10 digging days due to rain

Replace water meters per work orders that were no longer working.

Traffic

Back Flow Device Checks

Cut Off Lists

Flushing

Locates



CITY OF PORTLAND
LARRY QUATTLEBAUM- WRF CHIEF OPERATOR
122-A MORNINGSIDE DRIVE
PORTLAND, TENNESSEE 37148
Office: (615) 325-6776,ext 186
Mobile: (615) 806-2736

Date: 1/23/23

DECEMBER MONTHLY REPORT

We started training new Lab personnel on the proper Standards, Sampling Techniques and Recording keeping. We dealt with the Main Generator not working properly and Thompson Cat getting it back to going. We had the issue with the below 0 temperature freezing A few things but we were able to get those going fairly quickly. Needless to say the challenges we faced helped us to learn where we were vulnerable. Those areas are now strengthened.

Larry Quattlebaum
Portland TN WRF Chief Operator



DEPARTMENT OF UTILITIES

SEWER COLLECTION DEPARTMENT

122 D MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Address: jharrison@cityofportlandtn.gov

Monthly Report for December 2022.

During the Month of December, the department checks daily the 86 pump stations that are in the Collection System, this is required by TEDEC and takes up a good portion of each day. We also locate TN 1 Calls that come in daily, and their number can vary from 0 to any number per day. Some TN 1 calls are Emergency Locates that require a 2hr response time, we had 2 of these this month and 1 short notice locates.

We had 12 "Service Calls" which resulted in rodding 8 service lines. Some calls were issues, the homeowner had with their service line. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were installing lines or repairing service lines. We had 5 new sewer inspections, and we inspected 1 repair. We also had multiple Telemetry Call outs with the heavy rainfall this month, and 3 total after hours call outs.

While checking the pump stations this month we found several problems. We pulled 15 clogged pumps and worked on multiple others. We removed debris from Air release valves and suction lines, we changed several capacitors, a contactor, several fuses. We also had to replaced 4 suction flappers, 2 GFCI Plugs, Repaired the discharge piping in a wet well, 4 separate float switches, an air pump, a HOA Switch, and replaced the air line that goes into the wet well. We also replaced pump #2 at Fowler Ford #1 this month. We spent a lot of the month working on and replacing old broken parts on the now 85 Pump stations we have. Cumberland Pipe demo the Oak ST pump station as a part of the Interceptor Line Project. We removed useable parts prior to the demo.

We had other non-pumpstation related work such as repairing 2 broken c/o's and installing boxes. We also replaced 2 broken plastic c/o boxes that were found by our department. We also continued with our monthly grease removal at pumpstations.

We CCTV 2 different services and 2 main lines for tap locations and inspecting the condition of the service lines. With the Vac truck we used it to clean a driveway tile for Storm Water, Jetted a main line section on Gibson St, Cleaned out several pumpstations and pumped down the wet well for the repair on the blown out force main. We were not able to do the average CCTV work due to the larger amount of work that had to be done on the pump stations.

We had some meetings with the contractor's and developers this month. We continued to test lines, Pipe Check CCTV the lines and we did 3 inspections at CDJ Farms. We had a Meeting with TDEC and a Pre Con Meeting with the new Dollar General. This month the Collection System had a total of 35 Overflows and 4 Releases. Each overflow or release involves filling out a report and submitting it to TEDEC and inputting it on Survey 123 for the state report. We also go back to each overflow and clean up the debris on the ground and spread lime to the affected area and multiple times checking on the status of the overflow event. Our monthly safety meeting this month, was over Lock Out Tag Out.

Jon Harrison
Supervisor of Collections.

Ordinance

City of Portland, Tennessee

No. 23 - 01

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 22-40 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the 6th day of February, 2023, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Section 1. The budget amendment is as follows:

General Fund

Expenses

General Administration	\$ 30,000 (Budget Software 110-41000-255)
General Administration	\$ 6,000 (Transfer to Airport)
Police	\$ 46,000 (Car replacement 110-42100-940)
Police	\$ 18,000 (Data Processing 110-42100-255)
Parks	\$ 22,000 (Professional Service 110-44700-259)
TOTAL	<u>\$122,000</u>

Revenue

Plan Review Fees	\$ 79,000
Insurance Proceeds	\$ 15,000 (Police Car)
Transfer in from Impact Fee (Police)	<u>\$ 28,000</u>

TOTAL \$122,000

Airport

Expense

Auditing	\$ 6,000 (119-52500-253)
Runway Rehab	<u>\$ 74,407 (119-52500-962)</u>

TOTAL \$ 80,407

Revenue

Transfer from General	\$ 6,000
Grant – Runway Rehab	<u>\$ 74,407</u>

TOTAL \$ 80,407

Impact Fees

Expense

Police – Transfer to General Fund	\$ 28,000
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Revenue

Police – Impact Fee	\$ 28,000
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Water Distribution

Expense

Auditing	\$ 15,000
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Revenue

Misc. Water Revenue	\$ 15,000
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BE IT ENACTED by the Board of Mayor and Alderman of Portland, Tennessee that this ordinance shall take effect from and after its passage, the welfare of the city requiring it.

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: January 9, 2023

Passed Second Reading: February 6, 2023

Resolution

City of Portland, Tennessee

No. 23 - 09

A RESOLUTION TO AUTHORIZE THE SUBMISSION OF A LOAN APPLICATION TO THE TENNESSEE MUNICIPAL BOND FUND FOR THE PURPOSE OF POTENTIAL UPGRADES TO THE WATER TREATMENT PLANT AND RAW WATER INTAKE SYSTEM

WHEREAS, The City of Portland has determined its need to expand the current Water Treatment Plant production from a 3-million gallons per day facility to a 5-million gallons per day facility; and

WHEREAS, In conjunction with the design approval in Resolution No. 22-116 and the revenue approval in Ordinance No. 22-77, it is deemed necessary to begin the loan process to secure an acceptable interest rate and to time the proceeds of the loan with bid approval; and

WHEREAS, The governing body does hereby authorize the submission of a loan application to the Tennessee Municipal Bond Fund; and

NOW THEREFORE, BE IT RESOLVED, By the Mayor and City Council that this authorization is hereby granted; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

Resolution
City of Portland, Tennessee
No. 23 - 10

**A RESOLUTION TO PURSUE PLACEMENT OF A SAFE HAVEN BABY BOX INSIDE
A CITY FIRE HALL**

WHEREAS, In 2001 the Tennessee General Assembly approved legislation to provide a system through which parents may safely relinquish custody of unwanted newborns with certain protections provided for those relinquishing a child, as well as for those who may adopt the child; and

WHEREAS, Since passage of the legislation, over 100 babies have been safely surrendered into the care of others; and

WHEREAS, The law allows for unharmed newborns, 14 days old or younger, to be dropped off at facilities with 24-hour staffing, such as fire stations, using a drop-off box described as a ***Safe Haven Baby Box***; and

WHEREAS, An evaluation of location, accessibility, cost, and function will first be necessary to provide accurate information before moving forward with placement of a ***Safe Haven Baby Box*** drop-off point within the City of Portland; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TENNESSEE, That city staff review and gather all information and requirements needed to acquire and install a new-born drop-off point as described above within the City and submit a report to the City Council.

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

RESOLUTION

City of Portland, Tennessee

No. 23 - 11

A RESOLUTION TO ACCEPT A 50% MATCH TOURISM GRANT FOR WAYFINDING SIGNS WITHIN THE COMMUNITY

WHEREAS, The Portland Chamber of Commerce has an opportunity to acquire a grant that will provide wayfinding signs within the community through a 50% matching grant from the Tennessee Department of Tourism; and

WHEREAS, This \$7,000.00 marketing grant requires the City to match an additional \$7,000.00 in order to add and enhance Directional Signage for our parks, museum, and tourist attractions around the downtown area; and

WHEREAS, In order to use the grant funds by the June 30, 2023 deadline, as required, the Portland Chamber of Commerce and City staff will work together to determine which signs are needed; and

NOW, THEREFORE BE IT RESOLVED, That the City take advantage of this 50% match grant from the Tennessee Department of Tourism for the betterment of the community; and

BE IT FURTHER RESOLVED, That the Mayor and City Council do hereby adopt this resolution and it shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Patricia Keen, City Recorder

On this the 6th day of February, 2023

Resolution
City of Portland, Tennessee
No. 23 - 12

RESOLUTION TO APPROVE GUIDELINES FOR RECORDS MAINTENANCE AND RETENTION WITHIN THE CITY

WHEREAS, Tennessee Code Annotated § 10-7-702 authorizes the Municipal Technical Advisory Service, a unit of the Institute for Public Service of the University of Tennessee to compile and print, in cooperation with the State Library and Archives, a records retention manual to be used as a guide by municipal officials in establishing retention schedules for all records created by municipal governments in the state for the purpose of disposal and/or preservation of municipal records; and

WHEREAS, in an effort to effectively maintain public records the city will use the MTAS Records Retention Manual and other best practices from State agencies to identify which records are to be preserved and/or disposed along with the acceptable retention schedule and manner in which the record is to be preserved and/or disposed; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TENNESSEE, that the MTAS Records Retention Schedule be used as a guide for the maintenance and retention of public records; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

RESOLUTION

City of Portland

No. 23 - 13

**A RESOLUTION TO RE-APPOINT ONE MEMBER, ELIZABETH VILLALOBOS
TO THE PORTLAND HISTORIC PRESERVATION COMMISSION**

WHEREAS, Portland Historic Preservation Commission was established by Ordinance 19-11, as outlined in Tennessee Code Annotated, and qualifications of members and length of members' terms can be found in Ord 19-11; and

WHEREAS, The first year term of member Elizabeth Villalobos has expired and she has consented to serve another term; and

NOW, THEREFORE BE IT RESOLVED, That the Mayor and Board of Aldermen do hereby re-appoint Elizabeth Villalobos as a member of the Portland Historic Preservation Commission to a five-year term that will expire on January 6, 2028; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

RESOLUTION
City of Portland, Tennessee
No. 23 - 14

A RESOLUTION TO APPOINT ONE MEMBER, LATOYA HOLCOMB TO THE AD HOC COMMITTEE

WHEREAS, The City of Portland appointed an Ad Hoc Committee to study rates and fees;
and

WHEREAS, There are now vacancies on the Ad Hoc Committee; and

WHEREAS, Alderwoman Holcomb consented to serving on this committee without specified terms; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen hereby appoints LaToya Holcomb to the Ad Hoc Committee; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

Resolution

City of Portland, Tennessee

No. 23 - 15

A RESOLUTION REQUESTING THE GENERAL ASSEMBLY TO AMEND THE PRIVATE ACT CHARTER OF THE CITY OF PORTLAND, TENNESSEE

WHEREAS, for purposes of clarity and function of city operation the following Portland Charter changes are to be approved for review by the Tennessee General Assembly and then adopted once the City receives the amendments from the State Legislature; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, TENNESSEE, that the Tennessee General Assembly is hereby requested to amend the Charter of the City of Portland, Tennessee, as follows:

Part A. ARTICLE I shall be amended by replacing Sections 2 and 3 with the following:

“Section 2. Be it further enacted, That the boundaries and corporate limits of the City of Portland, shall embrace and encompass the territory with the following boundaries, to-wit: Beginning at concrete marker No. 1 located on the North side of Country road opposite Venters Residence and approximately 200 feet east of Highway No. 109; thence with north side of county road South 88 degrees 44 feet west 478 feet to concrete marker No. 2; thence north 18 degrees 38 feet west 2517.5 feet with the back property line of the Wiseman Addition to concrete marker No. 3; thence North 79 degrees 54 feet west 1908.7 feet to concrete marker No. 4 in the east side of the White House Road; thence crossing said road south 85 degrees 30 feet west 1862 feet to concrete marker No. 5; southwest of Hester's residence; thence north 65 degrees 06 feet West 1329.7 feet to concrete marker No. 6 by large oak; thence north 4 degrees 20 feet east 1673.6 feet to concrete marker No. 7 near turn in county road; thence north 43 degrees 46 feet west 1945 feet to concrete marker No. 8 on the South side of road at corner of barn; thence with east side of road north 2 degrees 08 feet east 1823.7 feet to concrete marker No. 9 on south side of highway No. 52; thence north 27 degrees 30 feet east 3050 feet to concrete marker No. 10; in the west right of way of highway No. 109 near concrete bridge; thence north 49 degrees 52 feet east 1150 feet to concrete marker No. 11 in West right of way of L. & N. R. R., and crossing same a total of 4050 feet to concrete marker No. 12 on the north side of private road; thence south 85 degrees 44 feet east 1450.5 feet with county road to concrete marker No. 13, in power line; thence with power line south 40 degrees 52 feet east 1555 feet to concrete marker No. 14 at power pole on the south side of lake road; 45 feet from center of same; thence south 11 degrees 30 feet east 1485 feet to concrete marker No. 15 by farm road, McGlothin's north boundary; thence north 87 degrees 45 feet west 600 feet to concrete marker No. 16 at power pole at corner of Lake Road; thence with McGlothin's west boundary south 2 degrees west

1797 feet to corner of school property, concrete marker No. 17; thence with said property south 87 degrees east 385 feet to northeast corner of same, concrete marker No. 18 thence south 1 degree west 1650 feet to concrete marker No. 19, near the east boundary of Rippy's property; thence north 88 degrees east 2440 feet to concrete marker No. 20; thence south 4 degrees west 350 feet to concrete marker No. 21 in the north right of way Westmoreland Road; thence south 16 degrees 30 feet west 4100 feet to concrete marker No. 22 on the south side of Fountain Head Road; thence south 71 degrees west 1830 feet to concrete marker No. 23, 225 feet from the center line of highway No. 109; thence with east side of said highway south 19 degrees east 2415 feet to the beginning.”

“Section 3. Be it further enacted,

That the corporate authority of said City shall be vested in a Mayor and City Council consisting of seven Aldermen, and such other officers as the City Council may elect or appoint.”

Part B. ARTICLE III shall be amended by replacing Section 2 with the following:

“Section 2. Be it further enacted, That the Mayor and the members of the City Council are officers of the City, and they, by majority vote, shall appoint the other officers of the City, being the City Attorney, and the City Judge, whenever there is a vacancy in any such office. These appointed officers of the City, before entering upon their duties, shall take an oath or affirmation as prescribed in Article III Section 1 for that of Mayor and Aldermen.

The affirmative vote of a majority of all the members of the City Council present, except where prescribed, shall be necessary to adopt any ordinance or resolution of the city, and every ordinance or resolution passed by the city council shall be signed by the presiding officer and the City Recorder, and shall be filed with the City Recorder.”

Part C. ARTICLE V shall be amended by replacing Section 1 with the following:

“Section 1. Be it further enacted, That the Mayor shall preside at all meetings of the City Council, and shall have a seat, and a voice, but no vote, except for the purpose of breaking a tie, or for the election of the City Attorney, City Judge, or a vacant seat of an Alderman when he or she shall vote as other members of the City Council. The mayor shall have the power to appoint all standing committees provided for by the City Council and such special committees as he may deem proper. The mayor shall have authority to administer oaths and affirmations, and to take depositions. He shall sign all necessary checks or orders, and shall sign the minutes of the City Council and all ordinances and resolutions upon their final passage and shall execute all deeds, bonds, and contracts made in the name of the city and his signature shall be attested by the City Recorder. He may introduce ordinances and resolutions in the City Council.”

Part D. ARTICLE VII shall be amended by deleting the following section:

“Section 1.”

Part E. ARTICLE X shall be amended by replacing Section 4 with the following:

“Section 4. Be it further enacted, That all fines imposed by the city judge for the violation of the city ordinances shall belong to the city and shall be collected by the city court clerk, to be reported by him/her in his monthly reports and paid over to the city.”

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this 6th day of February, 2023

Ordinance

City of Portland, Tennessee

No. 23 - 03

First Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR CONTRACT PARTICIPATION IN THE BIPARTISAN INFRASTRUCTURE LAW GRANT PROGRAM

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for participation in the Bipartisan Infrastructure Law Grant Project at the Portland Municipal Airport; and

WHEREAS funding for participation in this program has been approved by the State of Tennessee Department of Transportation Aeronautics Division for the Portland Municipal Airport; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Portland, Tennessee that the participation in the project sponsored by the State of Tennessee Aeronautics Division Bipartisan Infrastructure Grant Project Program is hereby approved so as to be an obligation of the Portland Airport Authority and the State of Tennessee; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: February 6, 2023
Passed Second Reading

Resolution
City of Portland, Tennessee
No. 23 - 16

A RESOLUTION TO ADOPT THE 2023 DOGWOOD HILLS GOLF COURSE ANNUAL MEMBERSHIP FEES FOR THE CITY OF PORTLAND, TENNESSEE

WHEREAS, the City of Portland has developed the 2023 Annual Membership Fees for the Dogwood Hills Golf Course; and

WHEREAS, the City of Portland Golf Committee recommend the following fees be adopted and to begin March 1, 2023 through February 29, 2024; and

Annual Plan	<u>INDIVIDUAL</u>	<u>FAMILY</u>
Greens fee and unlimited cart usage	\$1,500	\$2,000
Use personal cart, storage rental and greens fee	\$1,300	\$1,500
Use personal cart and greens fee (No storage)	\$1,000	\$1,250
Greens fee only (No storage and No cart)	\$ 850	\$1,000
Golf Cart Rental	\$6.00 per person per 9 holes	
	\$10.00 per person per 18 holes	

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Board of Alderman of the City of Portland do hereby adopt the 2023 Dogwood Hills Golf Course Annual Membership Fees; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023



ANNUAL MEMBER FEES FOR 2023

MARCH 1, 2023 – FEBRUARY 29, 2024

Annual Plan	<u>INDIVIDUAL</u>	<u>FAMILY</u>
1. Greens fee and unlimited cart usage:	\$1,500	\$2,000
2. Use personal cart, storage rental and greens fee:	\$1,300	\$1,500
3. Use personal cart and greens fee (No storage):	\$1,000	\$1,250
4. Greens fee only (No storage and No cart):	\$850	\$1,000
Golf Cart Rental	\$6.00 per person per 9 holes \$10.00 per person per 18 holes	

Ordinance

City of Portland, Tennessee

No. 23 - 04

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH GREENLID DESIGN TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF PORTLAND PARKS DEPARTMENT MAINTENANCE BUILDING

WHEREAS, The City of Portland would like to enter into an agreement with GreenLid Design to develop a Site Plan for the Parks Maintenance Building; and

WHEREAS, The City of Portland and GreenLid Design have agreed the Site Plan would include Architectural and MPE Plans; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with **GreenLid Design** in the amount of **\$29,430.00** for Site Plans for the Parks Maintenance Building.

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23 - 05

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH NABHOLZ CONSTRUCTION FOR THE RENOVATION/PRESERVATION OF THE ROBERT COLEMAN COMMUNITY CENTER

WHEREAS the City of Portland would like to enter into an agreement with Nabholz Construction for the renovation/preservation of the Robert Coleman Community Center; and

WHEREAS the City of Portland received and opened bids on January 26, 2023, from the following contractors; and

- | | |
|---------------------------|-------------|
| • Nabholz Construction | \$1,019,600 |
| • Baron Construction, LLC | \$1,193,750 |

WHEREAS, after careful consideration the of the bids, Nabholz Construction has been recommended as best bid for the renovation/preservation of the Robert Coleman Community Center; and

WHEREAS, a ten percent (10%) construction allowance of \$100,000 for any additional cost above and beyond the approved bid amount is recommended. The allowances includes but is not limited to construction, architecture, engineering, inspection, and any incidental item thereto the project; and

WHEREAS, the total approved funding for the project shall be \$1,119,600; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with Nabholz Construction as best bid and approve a project budget in the amount of \$1,119,600 for the renovation/preservation of the Robert Coleman Community Center; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading:

RESOLUTION
City of Portland, Tennessee
No. 23 - 17

**A RESOLUTION TO APPOINT ONE MEMBER, HECTOR GRAVES TO THE
PORTLAND MUNICIPAL ZONING BOARD OF APPEALS**

WHEREAS The Portland Municipal Board of Appeals is governed by the TCA and provides that the Mayor may appoint members and the City Council confirm the appointment; and

WHEREAS, Hector Graves has expressed an interest in serving on the Portland Board of Zoning Appeals and as a resident of the City of Portland is qualified to serve on said board; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Hector Graves is hereby appointed to fill the (4) year term that will expire February 7, 2027 effective immediately; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February 2023

RESOLUTION
City of Portland, Tennessee
No. 23 - 18

A RESOLUTION TO APPOINT ONE MEMBER, TOM DRISCOLL TO THE PORTLAND MUNICIPAL ZONING BOARD OF APPEALS

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

WHEREAS, Damon Hill has resigned from this board, leaving an unexpired term; and

WHEREAS, Tom Driscoll has expressed an interest in serving the remainder of the unexpired term; on the Portland Board of Zoning Appeals and as a resident of the City of Portland is qualified to serve on said board; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Tom Driscoll is hereby appointed to fill the remainder (5) year term that will expire February 4, 2025 effective immediately; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February 2023

RESOLUTION

City of Portland, Tennessee

No. 23 - 19

A RESOLUTION TO APPOINT ONE (1) NEW MEMBER AND RE-APPOINT TWO (2) CURRENT MEMBERS TO THE CITY OF PORTLAND CONSTRUCTION BOARD/ PROPERTY MAINTENANCE APPEALS BOARD

WHEREAS, The Portland Construction Board/Property Maintenance Appeals Board was established by Ordinance No. 19-21; and

WHEREAS, It is necessary to replace members whose terms will expire on March 4, 2023; and

WHEREAS, Joey Boyd, whose initial term was for four (4) years has consented to serve another term, which will be for five (5) years as outlined in the establishing ordinance; and

WHEREAS, Jonathan Hancock, whose initial term as an alternate was for four (4) years has also consented to serve another term, which will be for five (5) years as outlined in the establishing ordinance; and

WHEREAS, James Hodges will serve a five-year term as a new member, replacing Brian Goodwin who was unable to serve another term; and

NOW, THEREFORE BE IT RESOLVED, That the governing body does hereby re-appoint Joey Boyd and Jonathan Hancock, and appoints new member James Hodges, all to five-year terms that will expire on March 4, 2028 in accordance with the establishing ordinance and bylaws of the Portland Construction Board/Property Maintenance Board of Appeals.

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

RESOLUTION
City of Portland, Tennessee
No. 23 - 20

A RESOLUTION TO APPOINT ONE MEMBER, DENISE HICKS TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

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

WHEREAS, one member of the Municipal Planning Commission moved and left a vacancy on the board; and

WHEREAS, Denise Hicks has expressed an interest in filling the position and has consented to serve; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Denise Hicks is hereby appointed to fill the remainder of an unexpired (3) year term that will expire February 4, 2025, effective immediately; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

Resolution
City of Portland, Tennessee
No. 23 - 21

**A RESOLUTION AUTHORIZING A CHANGE OF SPEED LIMITS ON VARIOUS ROADS
THROUGHOUT THE CITY OF PORTLAND**

WHEREAS, The Chief of Police and The Public Works Department has identified various roadways that warrant speed limit changes; and

WHEREAS, the Mayor and Board of Aldermen of the City of Portland see a need to change the speed limits on the following various roadways in the effort of providing safer roadways; and

Street Name	Road Width	Current Speed	New Speed	Action to take and Reason for Change
2nd Street	11 ft	20 mph	15 mph	DECREASE - Narrow / Short
3rd Street	13 ft	20 mph	15 mph	DECREASE - Narrow / Short
4th Street	9 ft	20 mph	15 mph	DECREASE - Narrow / Short
6th Street	11 ft	20 mph	15 mph	DECREASE - Narrow / Short
7th Street	16 ft	20 mph	15 mph	DECREASE - Narrow / Short
8th Street	10 ft	20 mph	15 mph	DECREASE - Narrow / Short
America's Way	26 ft	20 mph	15 mph	DECREASE - Narrow / Short
Austin Drive	19 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Bennett Street	12 ft	20 mph	15 mph	DECREASE - Residential / foot traffic
Center Street	11 ft	20 mph	15 mph	DECREASE - Residential / foot traffic
Deasy Lane	16 ft	30 mph	20 mph	DECREASE - Residential / foot traffic / Narrow / No shoulder
Hardin Street	15 ft	20 mph	15 mph	DECREASE - Residential / foot traffic / Narrow
Hardy Street	13 ft	20 mph	15 mph	DECREASE - Residential / foot traffic / Narrow
Richland Street	17 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
S Russell Street	21 ft	30 mph	20 mph	DECREASE - Residential / foot traffic From City Hall to Hwy 52
Timberwood Drive	20 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Vanatta Drive	16 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
East William Drive	20 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Wix Ave	13 ft	20 mph	15 mph	Residential / foot traffic
109 N from Hwy 31 to two lane		40 mph	45 mph	Increase to 45 mph to match existing road speed limit

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland authorize the proposed speed limit changes to the attached roadways; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

City of Portland
Proposed Speed limit

Street Name	Road Width	Current Speed	New Speed	Action to take and Reason for Change
2nd Street	11 ft	20 mph	15 mph	DECREASE - Narrow / Short
3rd Street	13 ft	20 mph	15 mph	DECREASE - Narrow / Short
4th Street	9 ft	20 mph	15 mph	DECREASE - Narrow / Short
6th Street	11 ft	20 mph	15 mph	DECREASE - Narrow / Short
7th Street	16 ft	20 mph	15 mph	DECREASE - Narrow / Short
8th Street	10 ft	20 mph	15 mph	DECREASE - Narrow / Short
America's Way	26 ft	20 mph	15 mph	DECREASE - Narrow / Short
Austin Drive	19 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Bennett Street	12 ft	20 mph	15 mph	DECREASE - Residential / foot traffic
Center Street	11 ft	20 mph	15 mph	DECREASE - Residential / foot traffic
Deasy Lane	16 ft	30 mph	20 mph	DECREASE - Residential / foot traffic / Narrow / No shoulder
Hardin Street	15 ft	20 mph	15 mph	DECREASE - Residential / foot traffic / Narrow
Hardy Street	13 ft	20 mph	15 mph	DECREASE - Residential / foot traffic / Narrow
Richland Street	17 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
S Russell Street	21 ft	30 mph	20 mph	DECREASE - Residential / foot traffic From City Hall to Hwy 52
Timberwood Drive	20 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Vanatta Drive	16 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
East William Drive	20 ft	30 mph	20 mph	DECREASE - Residential / foot traffic
Wix Ave	13 ft	20 mph	15 mph	Residential / foot traffic
109 N from Hwy 31 to two lane		40 mph	45 mph	Increase to 45 mph to match existing road speed limit

ORDINANCE
City of Portland, Tennessee

No. 23 - 06

FIRST READING

AN ORDINANCE TO REPEAL AND REPLACE THE ORIGINAL DEVELOPER'S AGREEMENT AND AUTHORIZE THE MAYOR TO ENTER INTO A NEW DEVELOPER'S AGREEMENT WITH STEVE SOMERVILLE FOR THE DEVELOPMENT OF ORCHARD PLACE SUBDIVISION

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

WHEREAS, the Portland Municipal-Regional Planning Commission has approved the preliminary plat and construction drawings for Orchard Place Subdivision on W. Market St and W.B. Dye Road; and

WHEREAS, the developer of Orchard Place Subdivision and the City have agreed to share in the cost of certain improvements to City infrastructure including the water system, stormwater system, and roadway as outlined in the attached agreement; and

WHEREAS, the Developer has requested that the City repeal the original developer's agreement approved by the BOMA on September 14, 2020 which included the City's contribution amount of \$55,400.00 and replace it with Exhibit A of this document; and

WHEREAS, the total financial change to the Developer's Agreement is an additional \$7,111.77 for material cost increases and will bring the City's total contribution to \$62,511.77; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached, as Exhibit A, Developer's Agreement for Orchard Place Subdivision; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading:

SUBDIVISION DEVELOPMENT AGREEMENT

CITY OF PORTLAND, TENNESSEE

This Development Agreement is made and entered into on this __ day of _____, 2023 by and between Steve Somerville, ("Developer"), and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("City").

WITNESSETH:

WHEREAS, the Developer desires to develop a subdivision to be known as CDI Farms Section 1; and

WHEREAS, the preliminary plat of said subdivision received final approval from the Portland Municipal-Regional Planning Commission (the "Planning Commission") on the 12th day of June, 2018, pursuant to the laws of the State of Tennessee and the Subdivision Regulations of the City; and

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

Section 1: CONSTRUCTION OF SUBDIVISION

The Developer shall construct all required improvements and complete its subdivision in accordance with the City's Subdivision Regulations, the approved construction plans, and the preliminary subdivision plat approved by the Planning Commission on the 10th day of April, 2018. Required improvements may include, but are not limited to, all streets, storm drainage systems, storm water detention and retention structures, water systems, fire hydrants, sanitary sewer, street lights, all other utilities, curb and gutter, sidewalks, lot and subdivision corner monuments, street name signs, traffic control signs and devices, fences, amenities, and any required off-site improvements. The Developer shall pay for all materials and labor necessary to install and complete the required improvements, unless specified elsewhere in this agreement.

1.1 EXCEPTION OF CONSTRUCTION

1.1.1 W.B. Dye Road

(A) Sidewalk

The Developer shall provide approximately 480 feet of five (5) foot sidewalks along W.B. Dye Road as required by the subdivision regulations, this shall include the crosswalk, ramps, and detectable warnings on Kerr Way. The sidewalk shall be a turndown at the edge of the road.

(B) Existing Street (W.B. Dye Road)

The City shall provide a monetary contribution to the developer in the amount of \$37,771. This contribution shall include the stone, & asphalts (Type E Mix Top Coat & B-Mod Binder) for the six (6) feet widening of W.B. Dye Road for 480 feet and the additional 180 feet taper. The contribution shall also include the overlay of existing W.B. Dye Road from the W. Market Street intersection to the end of the taper and all striping. The Developer shall provide all labor and excavation for installation.

(C) Drainage

The City shall provide a monetary contribution to the developer in the amount of \$7,029.07. This contribution shall include a cast in place double inlet catch basin and eight (8) feet of 18" reinforced concrete pipe. The Developer shall connect to the catch basin. The Developer shall provide all labor and excavation for installation.

(D) Utility Poles

The Developer shall be responsible for coordinating and relocating the utility pole within the return radius of Kerr Way.

(E) Kerr Way

The Developer shall purchase and install at his/her expense the stop bar, stop sign, and street sign at the intersection of Kerr Way and W.B. Dye Road.

(F) Under this agreement the City shall be responsible for all material cost for the aforementioned improvements along W.B. Dye Road. The Developer shall be responsible for the installation, labor, design, layout, and excavation except for the W.B. Dye Waterline Replacement Project.

(G) Total Contribution of W.B. Dye Road - \$44,800.07

1.1.2 West Market Street

(A) Sidewalk

The Developer shall provide approximately 250 feet of five (5) foot sidewalks along W. Market Street as required by the subdivision regulations. This sidewalk shall be located behind the existing ditch on W. Market Street.

(B) Existing Street (W. Market Street)

Existing W. Market Street varies between 20 and 21 feet and does not require a widening at this time.

(C) Existing street drainage

The existing ditch on W. Market Street is sufficient and does not need to be expanded.

(D) Development Drainage

The drainage swale along the eastern property boundary shall be installed as required by Review Letter dated 06/08/2018, attached as Exhibit B, and developer shall ensure drainage from Kerr Way Cul-De-Sac and Lots 7, 8, 9, 10, 11, & 12 enter the detention pond on Lots 15 and 16 without a negative impact on the residential structures.

(H) The Developer shall be responsible for the material, installation, labor, design, layout, and excavation cost for all improvements along W. Market Street.

1.1.3 Intersection of W.B. Dye Road & West Market Street

(A) Sidewalk

The City shall bear the cost of relocating the 10 feet by 10 feet trailhead and associated bench. The City shall also bear the cost of the crosswalk, ramps, and detectable warning transitions required at the intersection. The City shall provide a monetary contribution to the developer in the amount of \$6,150. The Developer shall be responsible for connecting sidewalks to the City's 10 feet by 10 feet trailhead.

(B) Drainage

The City shall bear the cost for the replacement of a 12" pipe. The pipe shall be upgraded to a 15" reinforced concrete pipe for approximately 60 feet. A pour in place single inlet catch basin shall also be installed at the northwest corner of the intersection. The City shall bear the cost for the headwall at the southwest corner of the intersection. The City shall provide a monetary contribution to the developer in the amount of \$11,561.70. The Developer shall provide all labor and excavation for installation.

(C) Total Contribution for Intersection of W.B. Dye Road & West Market Street - \$17,711.70

1.1.4 Water System

The City shall bear the cost for the W.B. Dye Waterline Replacement Project. The City shall also bear the cost of looping the water line from Kerr Way as shown on the approved construction plans, inside the Orchard Place Development, to the new waterline on West Market Street.

1.1.5 Total City Contribution

The City's total contribution for the above-mentioned items shall not exceed **\$62,511.77**, excluding the water system improvements.

Section 2: SURETY

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

Section 3: INTERPRETATION, VENUE, AND ATTORNEY'S FEES

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

Section 4: TRANSFERABILITY

Except for the sale of individual lots after recording the final plat, the Developer shall not transfer the subdivision proper without first giving notice to the City as to the name, address, and telephone number of the transferee. If it is the transferee's intention to develop this subdivision in accordance with the Agreement, the Developer agrees to provide the City an Assumption Agreement in which the transferee agrees to perform the improvements required under this Agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the City Attorney. The Developer shall remain liable under the terms of this Agreement unless an Assumption Agreement is entered into between the new owners and the City.

Section 5: TIME PERIOD FOR CONSTRUCTION

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

Section 6: ACCEPTANCE OF IMPROVEMENTS

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

Section 7: WARRANTY

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

Section 8: INSURANCE

The Developer shall purchase an owners and contractor's liability policy and public liability insurance policy in the amount of one million dollars (\$1,000,000.00) and name the City as an additional insured party. Developer further agrees to hold and name the City harmless from the claim of any person and further agrees to defend any action brought in any court against the City and to pay any judgments rendered against the City or against the facilities.

Section 9: NOTICES

All notices permitted or required under this Agreement shall be deemed given if hand-delivered, or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

CITY: Office of the City Planner
City of Portland
100 S. Russell Street
Portland, TN 37148

DEVELOPER _____

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.

Printed Name of Owner:

Signature of Owner:

Date

Printed Name of Developer, Company, & Title:

Address of Developer

Signature of Developer:

Date

STATE OF _____ COUNTY OF _____

Personally, appeared before me, the undersigned, a Notary Public in and for said county and state, _____, known to me to be the person who signed the foregoing instrument, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand, at office this the _____ day of _____, _____.

Notary Public

My Commission Expires: _____

City of Portland, Tennessee

Mayor, Mike Callis

Date

City Recorder, Patricia Keen

Date

APPROVED AS TO FORM:

City Attorney, John Bradley

Date



CITY OF PORTLAND
BRYAN PRICE P.E. – CITY ENGINEER
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615/325-6776
Fax 615/325-5345
Email Address: bprice@cityofportlandtn.gov

Brian Goodwin Engineering
Mr. Brian Goodwin
PO Box 680961
Franklin, TN 37068
Phone: 615-519-7943

Date: 6/8/2018

**Re: ORCHARD PLACE
REVISED CONSTRUCTION PLANS & DRAINAGE CALCULATIONS – REVIEW FINAL
PORTLAND PLANNING COMMISSION – PC NO: 00042**

Mr. Goodwin:

The Engineering Department has completed its review of the revised Construction Plans & Drainage Calculations for the above referenced project received in our office June 6, 2018. After review, the information submitted appears sufficient and meets the requirements of the Department.

Prior to issuance of a Portland Land Disturbance Permit a TDEC Notice of Coverage for Stormwater Discharges associated with Construction Runoff are required.

Prior to issuance of any Occupancy Permit an as-built of all drainage structures must be completed and submitted to the City.

Please note, City shall require a Pre-construction Meeting prior to issuance of a Land Disturbance Permit to ensure drainage from Kerr Way Cul-De-Sac and Lots 7, 8, 9, 10, 11, & 12 enter the detention pond on Lots 15 and 16 without a negative impact on the residential structures.

This letter serves as a written record of the review comments from the Engineering Department for the subject project. Should you have any questions, please feel free to contact.

Sincerely,

Bryan S. Price, P.E.
Portland City Engineer
BSP/00530

cc.
Jackie West
Carlton Cobb
Richard Graves

Ordinance

City of Portland, Tennessee

No. 23 - 02

Second Reading

AN ORDINANCE AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF PORTLAND, TENNESSEE, AND OHM ADVISORS FOR PROFESSIONAL SERVICES FOR WATER AND SEWER HYDRAULIC MODELING

WHEREAS, OHM shall provide professional engineering services for water and sewer hydraulic modeling support related to all developments within the City service area as well as ongoing capacity assurance compliance; and

WHEREAS, OHM Advisors will provide general services related to water and sewer hydraulic modeling for proposed utility infrastructure within residential, commercial, and industrial developments that are within the jurisdiction of the city of Portland water and sewer systems. The hydraulic analysis will evaluate the capacity of the water and sewer system to meet the demands of the development. Recommendations shall be made should system deficiencies result from the new system demands. A summary of finding will be issued to the City as part of the evaluation; and

WHEREAS, the City of Portland Department of Utilities recommends OHM to perform the water and sewer hydraulic modeling and shall budget not to exceed \$35,000 annually per utility (\$70,000 total) and shall be budgeted annually per utility through fiscal years 2023, 2024, and 2025. The Department of Utilities shall review OHM annually to determine if these services are still required; and

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that OHM Advisors are hereby approved for professional engineering services for water and sewer Hydraulic Modeling General Services in the amount to not exceed \$35,000 annually per utility (\$70,000 total) and shall be budgeted annually per utility through fiscal years 2023, 2024, and 2025; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Passed First Reading: January 9, 2023
Passed Second Reading: February 6, 2023

Resolution

City of Portland, Tennessee

No. 23 - 22

A RESOLUTION AUTHORIZING THE CITY OF PORTLAND TO ENTER INTO A FACILITY ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION

WHEREAS, The City of Portland is making water and sewer improvements at the end of Demase Street to E Knight Street that will require the boring of the CSX railroad; and

WHEREAS, Construction to install an twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Portland, Sumner County, Tennessee, Louisville Zone, Main Line Subdivision, Milepost 000-144.86, Latitude N36:34:31., Longitude W86:30:44; and

WHEREAS, Construction to install an twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Portland, Sumner County, Tennessee, Louisville Division, Main Line Subdivision, Milepost 000-144.86, Latitude N36:34:31., Longitude W86:30:44., and

WHEREAS, CSX Transportation defines this as an "Encroachment" and charges a one-time, nonrefundable Encroachment Fee of Twelve Thousand Seven Hundred U.S. Dollars - \$12,700.00 (including the review fee) upon execution of the agreement with the City of Portland, referred to as the original Licensee; and

WHEREAS As Licensee, the City of Portland will be permitted to construct, maintain, repair, renew, operate, use, alter or change the facilities at the Encroachment for the term stated in the agreement and to remove same upon termination; and

NOW, THEREFORE BE IT RESOLVED, That the Mayor and City Council do hereby authorize entering into this agreement between the City of Portland and CSX Transportation, as described in this resolution; and

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

Mike Callis, Mayor

Patricia Keen, City Recorder

Approved this the 6th day of February, 2023

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of January 19, 2023, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF PORTLAND, a municipal corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 100 South Russell Street, Portland, Tennessee 37148, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Portland, Sumner County, Tennessee, Louisville Division, Main Line Subdivision, Milepost 000-144.86, Latitude N36:34:31., Longitude W86:30:44.;
2. One (1) twelve inch (12") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Portland, Sumner County, Tennessee, Louisville Division, Main Line Subdivision, Milepost 000-144.86, Latitude N36:34:31., Longitude W86:30:44.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

1.4 The term Licensors Facilities, as used herein shall include Licensors's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of TEN THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS (\$10,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors's current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensors any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon

Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment,

including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors,

i) Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensors's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors shall have the right to do so at the expense of Licensee, but Licensors shall not be liable for failure to do so.

12. LICENSORS'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-323-1437.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based

upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF PORTLAND

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX973911, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated January 19, 2023, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee's Contractor

LICENSEE'S CONTRACTOR

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

CSX PROPERTY SERVICES REVIEW

☐ No Exceptions ☒ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: Nensi Patel

CSXT GENERAL NOTES:

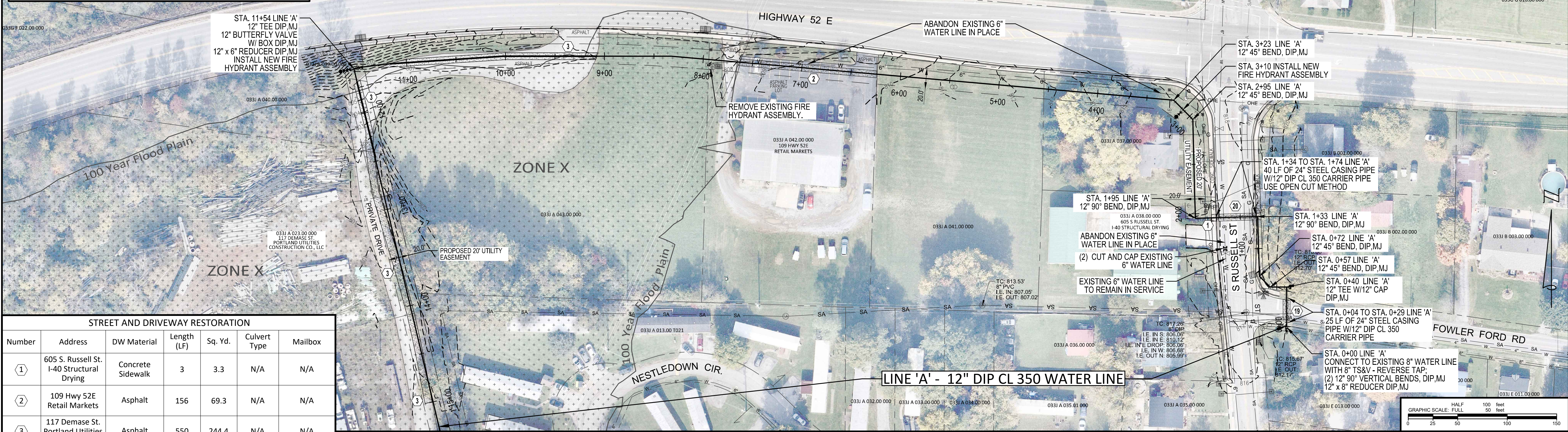
- CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
- Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
- Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
- Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
- Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
- Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
- Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
- All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
- CSXT does not grant or convey an easement for this installation.
- CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
- Erosion and Sedimentation Control (E&SC) – Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&SC control Best Management Practices (BMP) devices may be required at the project's expense. E&SC devices shall not restrict or prevent access to CSXT operations and shall be maintained by the contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction activities from CSXT's property.
- The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
- No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
- CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
- The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
- The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
- The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
- Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
- If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
- Blasting is not permitted under, on, or adjacent to CSXT property.
- Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
- Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
- Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
- For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
- Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.

26. Projects that generate soils from CSXT property must adhere to CSXT’s soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental programs.

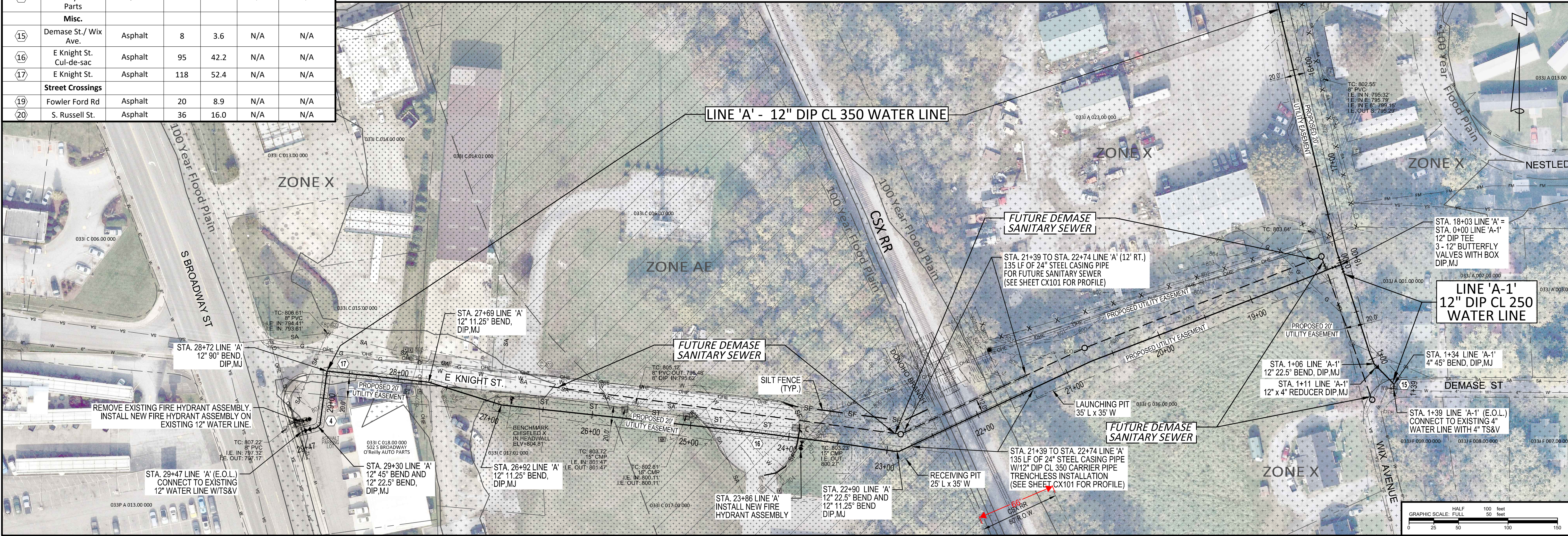
DRAWING PATH: P:\2021\0500\05852\10080\2021\Oak Hill System Imp\Drawings\Civil\Plans\Const\CU101 LINE A.dwg Oct 18, 2022 - 2:42pm

- NOTES
1. INSTALL 12" WATER LINE UNDER EXISTING UTILITIES AS NEEDED TO SATISFY VERTICAL SEPARATION AND DEPTH OF COVER REQUIREMENTS. APPROXIMATE DEPTH OF COVER UNDER MOST UTILITIES WILL BE 6 FEET UNLESS OTHERWISE NOTED. CONTRACTOR TO FIELD VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO INSTALLATION SO ADEQUATE DEPTH CAN BE ACHIEVED PRIOR TO CONFLICT.

2. EXISTING WATER SERVICES WILL BE CONNECTED TO THE PROPOSED WATER LINE. CONTRACTOR TO INSTALL PROPOSED MUNICIPEX SERVICE LINE AND METER BOX, AND RECONNECT CUSTOMER PRIVATE SERVICE LINE, AS DIRECTED BY RESIDENT PROJECT REPRESENTATIVE (CITY TO INSTALL NEW WATER METER).



STREET AND DRIVEWAY RESTORATION						
Number	Address	DW Material	Length (LF)	Sq. Yd.	Culvert Type	Mailbox
①	605 S. Russell St. I-40 Structural Drying	Concrete Sidewalk	3	3.3	N/A	N/A
②	109 Hwy 52E Retail Markets	Asphalt	156	69.3	N/A	N/A
③	117 Demase St. Portland Utilities Construction Co.	Asphalt	550	244.4	N/A	N/A
④	502 S Broadway O'Reilly Auto Parts	Asphalt	87	38.7	N/A	N/A
Misc.						
⑮	Demase St./ Wix Ave.	Asphalt	8	3.6	N/A	N/A
⑯	E Knight St. Cul-de-sac	Asphalt	95	42.2	N/A	N/A
⑰	E Knight St.	Asphalt	118	52.4	N/A	N/A
Street Crossings						
⑲	Fowler Ford Rd	Asphalt	20	8.9	N/A	N/A
⑳	S. Russell St.	Asphalt	36	16.0	N/A	N/A



OHM

ARCHITECTS ENGINEERS PLANNERS

209 10th Ave South, Ste 154
Nashville, TN 37203
P (615) 649-5264

OHM-ADVISORS.COM



ISSUE	REVISIONS

CITY OF PORTLAND, TN

OAK HILL WATER SYSTEM IMPROVEMENTS

LINE 'A' - STA. 0+00 TO STA. 29+47 (E.O.L.)

LINE 'A-1' STA. 0+00 TO STA. 1+39 (E.O.L.)

DATE

09/22/2022

PROJ NUMBER

0585210050

ENG/ARCH

JTO

JOB

PROJ MOR

CADD

EAS

COUNTY

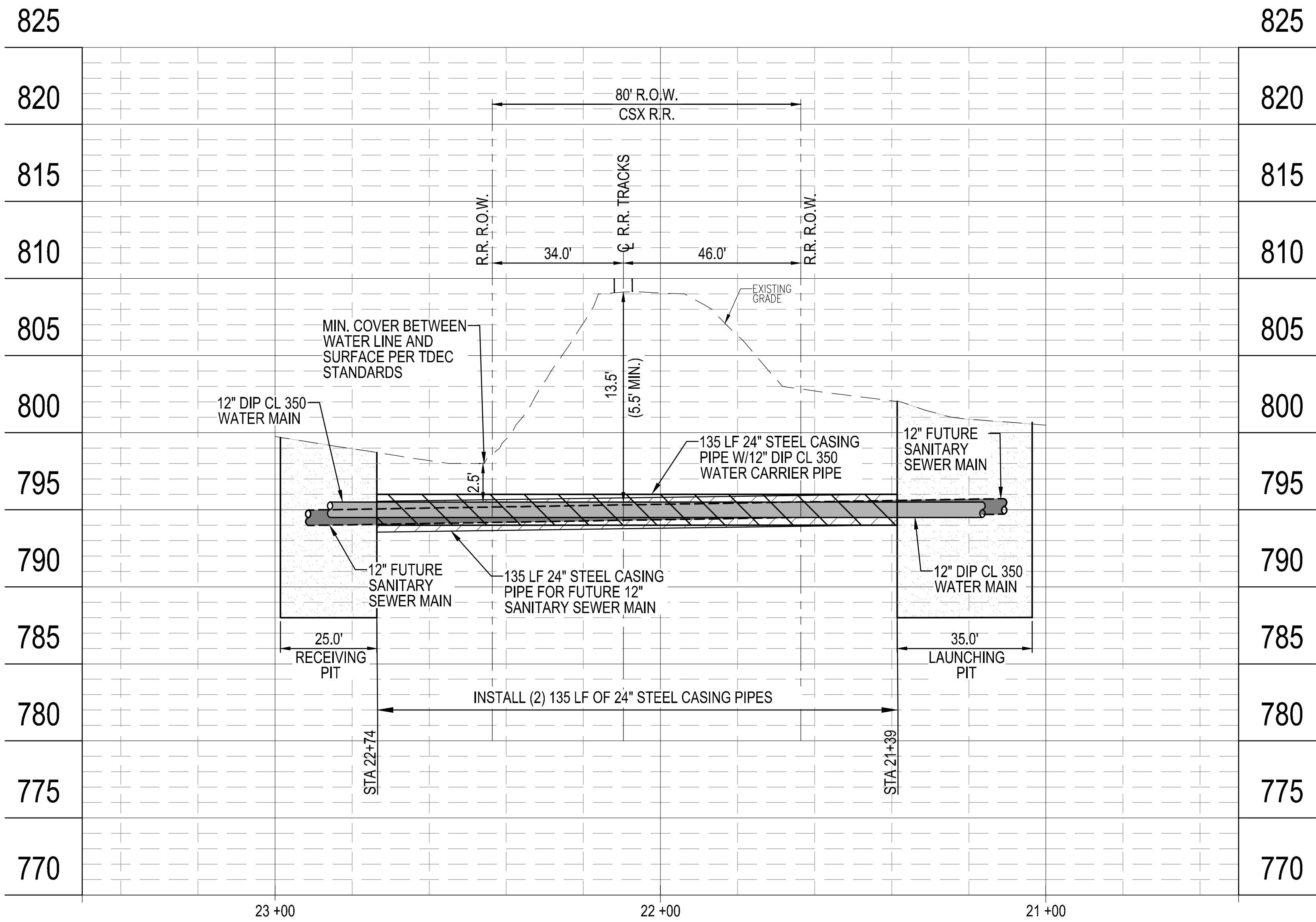
SUMNER

MUNICIPALITY

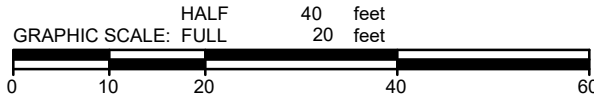
PORTLAND

CU101

DRAWING PATH: P:\2021_0600\0565210080_2021_Oak_Hill_System_Improvements\Civil\Plans_Cont\CX101_RR_CROSSING_PROFILE.dwg Oct 18, 2022 2:49pm



PROFILE
SCALE: HORZ. 1" = 20'
VERT. 1" = 5'



STEEL CASING INVERTS		
ITEM	INV. STA 22 + 74	INV. STA 21 + 59
24" STEEL CASING FOR PROPOSED WATER LINE	794.00'	794.00'
24" STEEL CASING FOR FUTURE SANITARY SEWER	793.55'	794.02"

NOTES

- COVER BETWEEN TOP OF WATER MAIN AND SURFACE MUST BE A MINIMUM OF 30".
- COVER BETWEEN TOP OF PIPE AND RAILROAD TRACK MUST BE A MINIMUM OF 5.5'.
- FUTURE SANITARY SEWER MAIN IS NOT WITHIN THE SCOPE OF THIS PROJECT.

TREL LINE MISSING
KEEP THE BORE PITS OUTSIDE CSX
ROW AND TREL LINE



ARCHITECTS ENGINEERS PLANNERS

209 10th Ave South, Ste 154
Nashville, TN 37203
P (615) 649-5264

OHM-ADVISORS.COM



ISSUE	---
REVISIONS	---

DATE	PROJ NUMBER	ENG/ARCH	PROJ MGR	CADD	COUNTY	MUNICIPALITY
09/22/2022	0565210080	JTB	JTB	EAS	SUMNER	PORTLAND

CITY OF PORTLAND, TN
OAK HILL WATER SYSTEM IMPROVEMENTS
RAILROAD CROSSING PROFILE

SHEET
CX101



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Page 1 of 1
Account/Contract No. CSX973911
Tracking No. 1061289
Reference Number

Invoice

Date 01/19/2023

Customer

PORTLAND CITY OF
MAYOR
PORTLAND, TN 37148

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars 12700.0

Fees Summary

Review Fee	\$2,500.00
Railroad Protective Liability (Only if RPL is not provided)	
Expedited Review Fee	
License Fee	\$10,200.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars 12700.0

CSX Federal ID No.
CSX Canadian ID No.
CSX Quebec ID No.

54-6000720
105203095 RC 0001
1022434469 IC 0001

Please remit payment to:

Legal Address:

500 Water Street, J180
Jacksonville, FL 32202
Questions? Contact:

CSX Transportation, Inc.

Mailing Address:

500 Water Street, J180
Jacksonville, FL 32202
DEANNA_PAXON@CSX.COM
904-359-3145