



AGENDA for June 1, 2026
BOARD OF MAYOR AND ALDERMEN
Portland City Hall — Council Chambers — 100 South Russell St. Room 111

In accordance with Resolution #26-33, public comments are allowed when those comments are germane to either the agenda or to the board's governing authority, except where otherwise prohibited. The number of individuals speaking and/or the allotted time to speak may be limited by the presiding officer to ensure opposing viewpoints are fairly represented in a timely manner. Sign-up sheets for public recognition will be available before the start of each meeting in the same room where the meeting is being held and anyone wishing to speak must sign up before the start of the meeting. Speakers will be recognized one at a time.

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Agenda

5. Presentation

6. Public Recognition for Public Hearings and Agenda-Related Items

(5 minutes maximum per speaker)

7. Public Hearing

- A.** Ordinance No. 26-17 - Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Fowler Ford Road, from County-Residential to RS-40 (low density single family residential-urban services).
- B.** Resolution No. 26-37 - A Resolution to annex property at 0 Fowler Ford Road, containing 1.2 +/- acres, upon written consent of the owner and to adopt a plan of services.

8. Communications from Council Members

9. Mayor's Report

10. Alcohol Beverage Board

11. Consent Calendar

- A.** Ordinance No. 26-29 – Second Reading - An Ordinance authorizing acceptance of best bids for various chemicals for the City of Portland for fiscal year 2027.
- B.** Ordinance No. 26-30 – Second Reading - An Ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics for contract participation in the South Apron Expansion.
- C.** Ordinance No. 26-31 – Second Reading - An Ordinance in support of a grant application to the Tennessee Department of Transportation Aeronautics Division for Bipartisan Infrastructure Law Grant Funds.
- D.** Ordinance No. 26-32 – Second Reading – An Ordinance approving a contract between the Portland Airport Authority and C&C Contracting, LLC for contract participation in the South Apron Expansion.
- E.** Minutes from May 18, 2026, Council Meeting

12. Community Development – Vice-Mayor Megann Thompson

13. Finance – Alderman Vince Ellis

- A. Resolution No. 26-50 - a Resolution to contribute to the upcoming Sumner County America 250 Celebration.
- B. Ordinance No. 26-33 – First Reading — An Ordinance of the City of Portland, Tennessee, amending budget Ordinance No. 25-27 for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

14. Fire Department – Alderman Jody McDowell

15. Human Resources – Alderman Vince Ellis

16. Legislative – Mayor Mike Callis

- A. Resolution No. 26-54 – A Resolution for June 2026 to honor the principles and ideals that makes America the Greatest Nation on Earth as we celebrate the 250th Anniversary of these United States.

17. Municipal Airport – Alderman Mike Hall

18. Parks & Recreation – Alderman Brian Woodall

19. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 26-27 - Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 0 Fowler Ford Road, from County-Residential to RS-40 (low density single family residential-urban services).
- B. Resolution No. 26-37 - A Resolution to annex property at 0 Fowler Ford Road, containing 1.2 +/- acres, upon written consent of the owner and to adopt a plan of services.
- C. Ordinance No. 26-34 – First Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 120 Old Westmoreland Road, from R-15 (Residential) and County (Agricultural) to RM-1 PUD (Residential Planned Unit Development).
- D. Ordinance No. 26-35 – First Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 609 Highway 52E, from RS-40 (Low Density Single Family Residential) to GCS (General Commercial Services).

20. Police Department – Alderman Drew Jennings

21. Public Works – Alderman Brian Woodall

- A. Discussion - Gateview Drive storm drainage and road installation.

- B.** Discussion - Lindsey Kala Circle Bridge Repair
- C.** Discussion — Protocols for requesting traffic-calming Investigations.

22. Utility Infrastructure – Alderman Charles Cole

- A.** Resolution No. 26-51 - A Resolution to approve Change Order #8 in the increased amount of \$103,709.00 for the contract with Cumberland Pipeline, LLC for the Oakhill Water System Improvements American Rescue Plan (ARP) project utilizing funding from grant claw backs and grant projects that are under budget.
- B.** Ordinance No. 26-52 – First Reading — An Ordinance to enter into an agreement with OHM Engineering to provide engineering services for stabilization for the area at the Shaub Road Natural Gas Station.
- C.** Resolution No. 26-53 - A Resolution to waive certain residential utility connection fees.

23. Public Recognition on Non-Agenda-Related Items

(3 minutes maximum per speaker)

Adjournment

ORDINANCE

City of Portland, Tennessee

No. 26 – 27

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 FOWLER FORD ROAD, (MAP 033 PARCEL 089.05) FROM COUNTY-RESIDENTIAL TO RS-40 (LOW DENSITY SINGLE FAMILY RESIDENTIAL-URBAN SERVICES)

WHEREAS, the City of Portland desires to amend the official zoning atlas of the City; and

WHEREAS, the City of Portland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Portland's population; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to RS-40 (Low Density Single Family Residential-Urban Services) by a vote of 9-0 at their April 14, 2026, meeting.

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

Section 1.

That the property described herein be, and the same is hereby, rezoned from County-Residential to RS-40 (Low Density Single Family Residential-Urban Services) Approximately 1.2 acres more or less, located at 0 Fowler Ford Road as shown on the attached map.

For reference, see Record Book 6433, Page 816-818 in the Register's Office of Sumner County, Tennessee, and being shown as Map 033, Parcel 089.05, for Sumner County, Tennessee.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the annexation of the property and after its passage on final reading, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: May 4, 2026

Notice Published: May 12, 2026

Public Hearing: June 1, 2026

Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 26 –37

A RESOLUTION TO ANNEX PROPERTY AT 0 FOWLER FORD ROAD, ALSO IDENTIFIED AS (SUMNER COUNTY MAP 33 PARCEL 089.05) CONTAINING 1.2 +/- ACRES UPON WRITTEN CONSENT OF THE OWNER AND TO ADOPT A PLAN OF SERVICES

WHEREAS, the owner has requested annexation of this property into the City of Portland corporate limits and said property is within the Urban Growth Boundary; and

WHEREAS, the owner will be responsible for the extension of any utilities; and

WHEREAS, the annexation will add no right-of-way to the city; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of this Annexation and Plan of Services to the Mayor and Board of Aldermen by a vote of 9-0 at the April 14, 2026, meeting.

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

Section 1. That Tennessee Code Annotated 6-51-102 authorizes the City of Portland to annex land at the request of the landowner when it appears that the prosperity of the municipality and the territory will be materially underachieving and the welfare of the inhabitants and property endangered if the property is not annexed. The City of Portland hereby determined that the prosperity of the municipality and territory described herein will be materially underachieving and the welfare of the inhabitants and property endangered if the property is not annexed.

Section 2. That pursuant to Section 6-51-101 through 6-51-114, Tennessee Code Annotated, the property described herein be, and the same is hereby annexed into the City of Portland, Sumner County, Tennessee, and incorporated within the corporate boundaries thereof.

PROPERTY DESCRIPTION: Approximately 1.2 +/- acres more or less, located at 0 Fowler Ford Road, as shown on the attached map.

For reference, see Record Book 6433, Pages 816-818 in the Register's Office of Sumner County, Tennessee, and being shown as Map 033, Parcel 089.05 for Sumner County, Tennessee.

Section 3. This annexation is contingent upon City Council passing the 2nd reading rezone for 0 Fowler Ford Road. That this ordinance takes effect 30 days from and after its final passage, the public welfare requiring it.

Plan for Serving the Annexation Area

1. **Police Protection**
Patrolling, radio response to calls, and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.
2. **Fire Protection**
Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
3. **Gas, Water, and Sewer**
 - a. Gas - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - b. Water - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - c. Sewer - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - d. Fire Hydrants - The City may require improvements by the owner as the property develops to ensure the needed capacity is available.
4. **Electric Service**
There are existing Cumberland Electric Membership Corporation power lines on this lot.
5. **Public Works**
 - a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City. Any improvements that must be completed as a result of development are the responsibility of the developer.
 - b. Sanitation – City sanitation services will be available at the time of annexation in accordance with existing City Ordinances.
 - c. Street and Right-of-Way Repair and Maintenance
 - i. This annexation adds no additional right-of-way to the City.
 - ii. The City and/or the County may require road improvements by the owner as the property develops.
6. **Schools**
This property is currently served by Sumer County School System.
7. **Inspection and Codes Enforcement**
All inspection and building/code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.
8. **Planning and Zoning**
The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.

a. The requested zoning for the annexation is RS-40 (Low Density Single Family Residential-Urban Services).

9. Animal Control

Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

10. Voting Rights and City Elections

a. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.

b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Notice of the Public Hearing, for The Planning Commission, was published in the Portland Sun on March 10, 2026.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Notice Published: Portland Sun: May 12, 2026

Public Hearing: June 1, 2026

Approved this day of .



ORDINANCE

City of Portland, Tennessee

No. 26 - 29

Second Reading

AN ORDINANCE AUTHORIZING ACCEPTANCE OF BEST BIDS FOR VARIOUS CHEMICALS FOR THE CITY OF PORTLAND FOR FISCAL YEAR 2027

WHEREAS, the following bids were properly solicited and received on April 22, 2026, for the chemicals for the City of Portland's needs and are as follows; and

Company	Chemical Name	Bid Price
Brenntag Mid-South Inc	Sodium Hypochlorite – 12.5%	\$2.6880/gal \$5,376.00 per year est.
Hawkins Chemical Inc	Chlorine Gas	\$1.368/lb \$205.20/cylinder
	Sodium Ortho/Polyphosphate	\$10.87 \$10.870 per year est.
U.S. Chemicals	Sodium Chloride – 99.9% (Salt)	\$442/per ton \$11,050 per year est
Solutions by Set Southeastern	Calcium Thiosulfate	\$4.75/gal \$6,175 per year est.
	Hydrofluosilicic Acid	\$4.25/gal \$7,650 per year est.
Univar Solutions	Poly Aluminum Chlorosulfate	\$6.17 per ton \$3,393.50 per year est.
SNF Polydyne	Polymer K-274 FLX	\$10.664/gal \$20,367 per year est.
Evoqua Water Treatment	Liquid Calcium Nitrate	\$2.88/gal \$20,160 per year est.

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to authorize the acceptance of the best bids from the above listed companies for the purpose of chemicals needed for the City of Portland Sanitary Wastewater Collections, WWTP and WTP for Fiscal 2027; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: May 18, 2026

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 26 - 30

Second Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS FOR CONTRACT PARTICIPATION IN THE SOUTH APRON EXPANSION.

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for participation in the South Apron Expansion; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, that the participation in the project sponsored by the State of Tennessee Aeronautics Division is hereby approved to be an obligation of the Portland Airport Authority and the State of Tennessee; and

BE FURTHER ORDAINED by the Mayor and Board of Alderman of the City of Portland that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: May 18, 2026

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 26 – 31

Second Reading

AN ORDINANCE IN SUPPORT OF A GRANT APPLICATION TO THE TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR BIPARTISAN INFRASTRUCTURE LAW GRANT FUNDS

WHEREAS, funds may be available to provide for South Apron Expansion at the Portland Municipal Airport; and

WHEREAS, the sustainability of the airport is critical to the Portland community; and

WHEREAS, the Portland Airport Authority wishes to apply for funding from the Bipartisan Infrastructure Law Allocation of Funding for the Portland Municipal Airport; and

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Portland that the Portland Airport Authority be and is hereby authorized to apply for an application for funds through the Bipartisan Infrastructure Law Funding allocation for the Portland Municipal Airport; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

First Reading: May 18, 2026

Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 26-32

Second Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND C&C CONTRACTING, LLC FOR CONTRACT PARTICIPATION IN THE SOUTH APRON EXPANSION.

WHEREAS C&C CONTRACTING, LLC provides a contract for participation in the South Apron Expansion; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, that the participation in the project sponsored by the State of Tennessee Aeronautics Division is hereby approved to be an obligation of the Portland Airport Authority and the State of Tennessee; and

BE FURTHER ORDAINED by the Mayor and Board of Alderman of the City of Portland that this Ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: May 18, 2026

Passed Second Reading:



BOARD OF MAYOR AND ALDERMEN

Minutes for May 18, 2026 at 5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 5:04 PM.

2. Prayer and Pledge

City Attorney John Bradley led the prayer and pledge.

3. Roll Call

Present: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

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

Absent: Alderman Hall, Vice-Mayor Thompson

4. Approval of Agenda

Motion to: Approve

By: Alderman Woodall

Second: Alderman McDowell

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

5. Presentation

A. Portland Chamber of Commerce 85th Annual Strawberry Festival Awards

Kristin Hope from Portland Chamber of Commerce presented the awards from the 85th Annual Strawberry Festival Parade.

6. Public Recognition for Public Hearings and Agenda-Related Items

- No one spoke

7. Public Hearing

- No Items

8. Communications from Council Members

- Alderman Woodall announced that this Friday, May 22, 2026, at 9 AM there will be the Ribbon Cutting and opening for the Richland Park Splash Pad.

- Alderman Ellis noted the parade was a success, and it was nice to see all the young people and kids, who are the future of our City, enjoying the day.

- Alderman Cole gave a special thanks to everyone involved in making the parade a success. He also congratulated the Portland High School 2026 graduates.

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

- The 85th Annual Strawberry Parade and events were a success.
- The State Route 109 Project will have road closures that will be scheduled by the State and posted on social media. He also noted that the 109 North Loop Project is scheduled for completion in May 2028.
- The City has to follow the regulations from FEMA and TEMA in matters of Flood Plains or a Flood Way. The Planning Department and Stormwater use calculations in completing the project request for approval of buildings and parking lots.
- Sidewalk projects are scheduled for repairs on Hwy 109, Wheeler St, and a new section for the Richland Park area.
- The City is hopeful to receive much-needed rain this week. The water department has also repaired several leaks throughout the system, resulting in a reduced demand for water usage. In addition, the City Lake remains full, and a photo taken today of Drakes Creek showed that it is still supplying water.
- The Splash Pad uses recycled water and will not put a large demand on the water system.
- There will be a water main repair on Wednesday, May 27, 2026, at 9:00 PM and is expected to continue until Thursday, May 28th, 2026 at approximately 6:00 AM. During this time, sections of Hwy 109 will be temporarily shut down and detours will be necessary. This work is scheduled overnight in an effort to minimize disruptions to traffic and the public as much as possible.

10. Alcohol Beverage Board

Chairman McDowell called the Alcohol Beverage Board meeting to order at 5:18 PM.

- A.** Application for Off-Premises Beer Permit from Samer Kassis for ABC Fuel Group (currently Portland Fuel Stop) located at 5989 Hwy 31W, Portland, Tennessee.

Motion to: Approve

By: Alderman Jennings

Second: Alderman Ellis

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

The meeting was adjourned at 5:19 PM.

11. Consent Calendar

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- A.** Ordinance No. 26-18 – Second Reading — An Ordinance authorizing the acceptance of the best bid for the 2026-2029 Road Paving Maintenance and Materials & Services Contract.
- B.** Ordinance No. 26-19 – Second Reading - An Ordinance to enter an agreement with Reynolds Sealing and Striping to provide Road Sealing Materials and Services to The City of Portland.
- C.** Ordinance No. 26-20 – Second Reading – An Ordinance authorizing the acceptance of the best bid for the Rock/Gravel Haul Contract effective July 1, 2026, thru June 30, 2029, followed by two (2) one year renewal options.
- D.** Ordinance No. 26-21 – Second Reading – An Ordinance to enter into an agreement with CEC Engineering to provide engineering services for The Demase Street Repair Project.
- E.** Ordinance No. 26-22 – Second Reading – An Ordinance authorizing the acceptance of the best bids for the purchase of supplies in The Water Distribution Department for fiscal year 2027.
- F.** Ordinance No. 26-23 – Second Reading - An Ordinance authorizing the acceptance of the best bids for the purchase of supplies in The Portland Natural Gas Department effective July 1, 2026, through June 30, 2027.
- G.** Ordinance No. 26-24 – Second Reading - An Ordinance authorizing the acceptance of the best bids for the purchase of supplies in the Wastewater Collection Department for fiscal year 2027.
- H.** April 2026 Department Reports
- I.** Minutes from May 4, 2026 City Council Meeting

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

13. Finance – Alderman Vince Ellis

- A.** Resolution No. 26-45 - A Resolution to assign certain fund balance amounts for future expenditures.

Motion to: Approve

By: Alderman Ellis

Second: Alderman McDowell

Discussion: Director Slusser advised that this is presented annually for Board approval.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B.** Resolution No. 26-47 - A Resolution designating certain General Fund percentages from the Local Option Sales and Use Tax Revenue.

Motion to: Approve

By: Alderman Ellis

Second: Alderman McDowell

Discussion: Director Slusser advised that this is for the Sales Tax Referendum and is designated for future expenditures to the Fire, Police, Parks and Streets Departments. Discussion was held about when and how the sales tax would start to be collected. Director Slusser Callis advised the Department of Revenue to contact retail. Mayor Callis advised the additional 1/2 penny should start on July 1, 2026. Mayor Callis advised he would confirm the start date and have something posted on the City website.

Discussion was then held about the percentages listed in the Resolution, and what the funds would be used for.

Mayor Callis explained the percentages and advised this Resolution will be revisited every year by the Board and changes can be made if needed.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- C.** Ordinance No. 26-28 – First Reading - An Ordinance of the City of Portland, Tennessee adopting the Annual Budget and Tax Rate for the fiscal year beginning July 1, 2026, and ending June 30, 2027.

Motion to: Approve

By: Alderman Ellis

Second: Alderman Woodall

Discussion: Director Slusser advised that the proposed budget:

- Includes no property tax increase
- Includes the employee next-step increase
- Does not include a cost-of-living increase in salaries
- Calculates benefits with a 7% increase
- Includes only one project, the remodeling of Richland Gym. Once the total project cost is determined, the Board can decide how any remaining funds will be allocated.

The floor was then opened for questions.

Alderman Cole questioned whether another Work Study session would be held prior to the second reading.

Discussion followed regarding expenditures and revenues.

Motion to: Amend the employee pay to the next step, plus 2.4% COLA, as the pay study advised.

By: Alderman Woodall

Second: Alderman Jennings

Discussion: Alderman Woodall reminded everyone that the pay study recommended these adjustments and noted that funds had been spent on the study, which advised the changes were needed.

Discussion was held regarding the importance of not overspending, rebuilding cash reserves, and being prepared for future expenses. Director Slusser provided an estimate of the additional costs of salary to the General Fund and explained that the other funds would also incur additional costs.

It was determined that the amendment figures would be reflected at the second reading of the budget, and a Work Study meeting will be scheduled for Monday, June 1, 2026, at 4:00 p.m.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Amendment Passed (voice vote)

Vote: As amended

Yes: Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

No: Alderman Cole

Abstain: None

Absent: Alderman Hall, Vice-Mayor Thompson

Amended Ordinance Passed (voice vote)

14. Fire Department – Alderman Jody McDowell

- No Items

15. Human Resources – Alderman Vince Ellis

- No Items

16. Legislative – Mayor Mike Callis

- A.** Resolution No. 26-43 - A Resolution for May 2026 to honor the principles and ideals that makes America the Greatest Nation on Earth as we celebrate the 250th Anniversary of these United States.

Motion to: Approve

By: Alderman McDowell

Second: Alderman Jennings

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

17. Municipal Airport – Alderman Mike Hall

- A.** Ordinance No. 26-30 – First Reading - An Ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics for contract participation in the South Apron Expansion.

Motion to: Approve

By: Alderman McDowell

Second: Alderman Woodall

Discussion: Director Doug Hunter advised that the three ordinances were for one grant and explained the breakdown of funding.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B.** Ordinance No. 26-31 – First Reading - An Ordinance in support of a grant application to the Tennessee Department of Transportation Aeronautics Division for Bipartisan Infrastructure Law Grant Funds.

Motion to: Approve

By: Alderman Ellis

Second: Alderman Cole

Discussion: Director Hunter explained the Bipartisan Infrastructure Law Grant funding.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- C. Ordinance No. 26-32 – First Reading – An Ordinance approving a contract between the Portland Airport Authority and C&C Contracting, LLC for contract participation in the South Apron Expansion.

Motion to: Approve
By: Alderman Woodall

Second: Alderman Ellis

Discussion: Director Hunter advised that four bids were submitted for the project. He explained that some of the bid packets were not completed correctly; therefore, the contract was awarded to C & C Contracting, LLC.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

18. Parks & Recreation – Alderman Brian Woodall

- A. Resolution No. 26-46 - A Resolution to name the new entrance at Richland Park.

Motion to: Approve
By: Alderman Woodall

Second: Alderman Cole

Discussion: Director White advised this was for the new entrance off Jim Courtney Road and was needed for 911 mapping.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote) - Alderman Woodall thanked everyone for the work completed to make the new entrance. Mayor Callis advised that Phase II will be started soon.

19. Planning & Codes – Vice-Mayor Megann Thompson

- No Items

20. Police Department – Alderman Drew Jennings

- No Items

21. Public Works – Alderman Brian Woodall

- No Items

22. Utility Infrastructure – Alderman Charles Cole

- A. Ordinance No. 26-29 – First Reading - An Ordinance authorizing acceptance of best bids for various chemicals for the City of Portland for fiscal year 2027.

Motion to: Approve
By: Alderman Cole
Second: Alderman Jennings

Discussion: Assistant Director O'Loughlin advised this was for Water and Sewer Plant chemicals.

Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B. Resolution No. 26-48 - A Resolution to approve the final adjusting change order #7 in the decreased amount of \$105,743.99 for the City of Portland Masons Tank 12-inch Connector Waterline Improvements

Motion to: Approve
By: Alderman Cole

Second: Alderman Woodall
Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall
Absent: Alderman Hall, Vice-Mayor Thompson
Motion Passed (voice vote)

- C. Resolution No. 26-49 - A Resolution to approve the final adjusting Change Order #1 in the decreased amount of \$78,023 for the City of Portland 2025 Manhole Repair Project.

Motion to: Approve
By: Alderman Cole
Second: Alderman McDowell
Yes: Alderman Cole, Alderman Ellis, Alderman Jennings, Alderman McDowell, Alderman Woodall
Absent: Alderman Hall, Vice-Mayor Thompson
Motion Passed (voice vote)

23. Public Recognition on Non-Agenda-Related Items

- No one spoke

Adjournment

Alderman Cole wanted clarification about the schedule change for shooting fireworks in the City limits. Mayor Callis advised he thought it included Memorial Day, and would check to confirm the additions and for other dates.

Motion to Adjourn by Alderman Cole; Second by Alderman McDowell;
Motion passed by voice vote to **adjourn at 5:56 PM.**

Mike Callis, Mayor

Tracy Kizer, City Recorder

City of Portland Public Comment Sign-In Sheet

- In accordance with Resolution #26-33, public comments are allowed when those comments are germane to either the agenda or to the board's governing authority, except where otherwise prohibited.
- Comments are limited to a maximum of 5 minutes per individual, and the number of speakers and/or allotted time may be limited by the presiding officer to ensure all views are heard in a timely manner.

All wanting to speak must complete the signup sheet before the start of the meeting.

Public Hearings & Agenda Item Comments Use This Section			
<i>*Comments must be germane to agenda & public hearing items, and each speaker has a maximum of 5-minutes*</i>			
Speaker Information		List the agenda item to comment on	
Print Name			
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Address			

Non-Agenda Item Comments Use The Section Below			
<i>*Comments must be germane to the authority of the board, and each speaker has a maximum of 3-minutes*</i>			
Speaker Information			
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	

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

Board/Committee: **City Council** Meeting Date: **May 18, 2026** Page # **1** of **1**

RESOLUTION

City of Portland, Tennessee

No. 26 – 50

A RESOLUTION TO CONTRIBUTE TO THE UPCOMING SUMNER COUNTY AMERICA 250 CELEBRATION

WHEREAS, On July 8th, Sumner County will host a signature America 250 event bringing our communities together for a day rich with meaning and memory. The celebration will include a public reading of the Declaration of Independence, the unveiling of a statue honoring Brigadier General Jethro Sumner, and the burial of a time capsule to be opened by future generations of Sumner Countians. It will be a day of remembrance, dedication, and hope — connecting the patriots of 1776 to the citizens of 2026 and beyond; and

WHEREAS, Sumner County Mayor John Isbell ask that each community participate as they are able and join in this historic celebration; and

WHEREAS, The City of Portland wishes to offer its help as needed along with a \$1000.00 donation to help with the expenses of this county wide celebration; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the City donate \$1000.00 and offer help as needed for the Sumner County America 250 celebration; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 - 33

First Reading

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

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

Section 1. The budget amendment is as follows:
GENERAL FUND:

Revenues		
Taxes	327,000	
Misc (Charges for Service)	25,000	
Court	120,000	
Other Revenue	306,000	
Grants	105,000	
TOTAL		883,000
General Government	77,000	
Administration	64,000	
HR	15,000	
Planning	29,000	
Codes	5,000	
Police	349,000	
Fire	162,000	
Streets	33,000	
Garage	19,000	
State Street Aid	100,000	
Animal Control	14,000	
Golf	43,000	
Parks	70,000	
Community Development	-30,000	
TOTAL	950,000	

AIRPORT FUND:

Airport Revenue		104,000
Airport Expense	275,000	

STORMWATER FUND:

Stormwater Revenue		126,000
Stormwater Expense	126,000	

SANITATION FUND:

Sanitation Revenue		125,000
Sanitation Expense	90,000	

WATER/SEWER FUND:

Revenue		
Water Revenue	950,000	
Sewer Revenue	440,000	
TOTAL		1,390,000
Expense		
Water Plant	128,000	
Water Distribution	170,000	
W/S Grants & Projects	680,000	
Sewer Collection	87,000	
Sewer Plant	272,000	
Business Office	48,000	
TOTAL	1,385,000	

NATURAL GAS FUND:

Natural Gas Revenue		1,129,000
Natural Gas Expense	1,115,000	

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:
Notice Published: Portland Sun- ; Portland Leader:
Public Hearing
Passed Second Reading:

General Fund Revenue

Account	Description	Increase/Decrease Amount	
Taxes			
110-31111	Real Property Tax	190,000	
110-31211	Property Tax Prior Years	95,000	
110-31300	Penalty Property Tax	30,000	
110-31500	In Lieu Taxes - W/S/G	48,000	
110-31912	Cable TV Franchise	-36,000	
	Total Taxes		327,000
Misc (Charges for Services)			
110-34711	Golf - Annual Fees	25,000	
	Total Misc (Charges for Services)		25,000
Court			
110-35110	City Court Fines & Fees	120,000	
	Total Fines & Fees		120,000
Other Revenue			
110-36100	Interest Earnings	135,000	
110-36320	Sale of Property	151,000	
110-36350	Insurance Recoveries	20,000	
	Total Other Revenue		306,000
Grants & Projects			
110-38133	Railroad Crossings	105,000	
	Total Grants & Projects		105,000
	TOTAL REVENUE INCREASE		883,000

General Fund Expense

General Government

110-41000-110	Salaries	20,000	
110-41000-248	Technology	20,000	
110-41000-266	Repair & Maintenance Bldg	10,000	
110-41000-320	Operating Supplies	15,000	
110-41000-510	Liability Insurance	6,000	
110-41000-731	Moye-Green Museum Exp	6,000	
	Total General Govt		77,000

Administration

110-41300-142	Employee Insurance	50,000	
110-41300-248	Technology	5,000	
110-41300-255	Software	5,000	
110-41300-731	Library Expense	4,000	
	Total Administrative		64,000

Human Resource

110-41650-142	Employee Insurance	5,000	
110-41650-259	Other Professional Services	3,000	
110-41650-316	Employee Events	7,000	
	Total HR		15,000

Planning

110-41670-142	Salaries	6,000	
110-41670-142	Employee Insurance	15,000	
110-41670-248	Technology	5,000	

110-41670-533	Rental Office Equipment	3,000	
	Total Planning		29,000
Codes			
110-41700-248	Technology	5,000	
	Total Codes		5,000
Police			
110-42100-110	Salaries	160,000	
110-42100-142	Employee Insurance	185,000	
110-42100-146	Workers Comp Insurance	-50,000	
110-42100-247	License & Fees	6,000	
110-42100-322	Operating Exp K-9	10,000	
110-42100-328	Duty Equipment	5,000	
110-42100-331	Fuel	25,000	
110-42100-510	Liability Insurance	3,000	
110-42100-940	Machinery & Equipment	5,000	
	Total Police		349,000
Fire			
110-42100-142	Employee Insurance	115,000	
110-42200-244	Natural Gas Utility	3,000	
110-42200-245	Telephone	10,000	
110-42200-255	Software/Data Processing	20,000	
110-42200-266	Repair & Maintenance Bldg	3,000	
110-42200-331	Fuel	5,000	
110-42200-510	Liability Insurance	6,000	
	Total Fire		162,000
Streets			
110-43100-112	Overtime	5,000	
110-43100-146	Workers Comp Insurance	-15,000	
110-43100-241	Electric	10,000	
110-43100-245	Telephone	10,000	
110-43100-259	Other Professional Services	7,000	
110-43100-321	Signs	6,000	
110-43100-323	Salt	10,000	
	Total Streets		33,000
Garage			
110-43170-112	Overtime	4,000	
110-43170-261	Vehicle Repair	15,000	
	Total Garage		19,000
State Street Aid			
110-43190-950	Street Paving	100,000	Using Restricted Fund Balance
	Total State Street Aid		100,000 From Prior Year

Animal Control			
110-44143-110	Salaries	10,000	
110-44143-245	Telephone	4,000	
	Total Animal Control		14,000
Golf			
110-44450-241	Electric	6,000	
110-44450-254	Professional Services	7,000	
110-44450-325	Pro Shop Inventory	20,000	
110-44450-350	Concessions	10,000	
	Total Golf		43,000
Park			
110-44700-142	Employee Insurance	10,000	
110-44700-148	Employee Education	4,000	
110-44700-241	Electric	4,000	
110-44700-242	Water & Sewer	25,000	
110-44700-244	Gas (Utility)	3,000	
110-44700-248	Technology	6,000	
110-44700-255	Software	5,000	
110-44700-266	Repair - Bldg	10,000	
110-44700-267	Athletic Field Maintenance	3,000	
	Total Parks		70,000
Community Development			
110-46531-255	Software	-30,000	
	Total Community Development		-30,000
	TOTAL GENERAL FUND EXPENSE		950,000
	TOTAL GENERAL FUND REVENUE		883,000
	Difference		-67,000

Airport			
Revenue			
119-33519	Layout Plan	60,000	
119-33528	Grant - South Apron	16,000	
119-36214	T-Hanger Lease	28,000	
	Total		104,000
Airport Expense			
119-52500-245	Telephone	6,000	
119-52500-269	Other Repair & Maintenance	15,000	
119-52500-320	Operating Supplies	11,000	
119-52500-331	Gas (Fuel)	3,000	
119-52500-351	Jet Fuel for Resale	30,000	
119-52500-965	Grant - DGA	200,000	Cash on Hand
119-52500-967	Grant - South Apron	10,000	
	Total		275,000
	TOTAL AIRPORT FUND EXPENSE	275,000	
	TOTAL AIRPORT FUND REVENUE		104,000
	Difference		-171,000

Stormwater				
Revenue				
121-37300	Stormwater Fees	120,000		
121-37310	Reim from WHUD/Billing	2,000		
121-37330	Land Disturbance Permit	4,000		
	Total Revenue		126,000	
Expense				
121-43150-110	Salaries	90,000		
121-43150-112	Overtime	10,000		
121-43150-142	Employee Health Insurance	18,000		
121-43150-146	Workers Comp Insurance	-2,000		
121-43150-248	Technology	7,000		
121-43150-266	Bldg Maintenance	3,000		
	Total		126,000	
	TOTAL STORMWATER FUND EXPENSE		126,000	
	TOTAL STORMWATER FUND REVENUE			126,000
	Difference			0

Sanitation				
Revenue				
122-34410	Refuse Collection Fee	100,000		
122-36000	Other Revenue	10,000		
122-36100	Interest	15,000		
	Total		125,000	
Expense				
122-43200-112	Overtime	15,000		
122-43200-146	Workers Comp Insurance	-5,000		
122-43200-245	Telephone	6,000		
122-43200-255	Software	13,000		
122-43200-261	Vehicle Maintenance	35,000		
122-43200-320	Operating Supplies	13,000		
122-43200-324	Small Items of Equipment	10,000		
122-43200-510	Liability Insurance	3,000		
	Total		90,000	
	TOTAL SANITATION FUND EXPENSE		90,000	
	TOTAL SANITATION FUND REVENUE			125,000
	Difference			35,000

Water/Sewer				
Revenue				
413-36100	Interest	50,000		
413-37110	Metered Water Sales	375,000		
413-37111	Metered Water Sales City	20,000		
413-37130	Unmetered Fire Line	50,000		
413-37136	Meter Fees	250,000		
413-37187	Pay in Lieu Fee	35,000		
413-37196	Water - New Tap Revenue	170,000		
413-37210	Sewer Service Charges	375,000		
413-37233	Reim from WHUD/Sewer B	15,000		
413-37235	Mitchellville Sewer	15,000		
413-37296	Sewer - New Tap Revenue	35,000		
	Total Revenue		1,390,000	

Water Plant			
413-52000-110	Salary	60,000	
413-52000-146	Workers Comp Insurance	-9,000	
413-52000-245	Telephone	10,000	
413-52000-320	Operating Supplies	15,000	
413-52000-322	Chemicals	40,000	
413-52000-592	Pay In Lieu of Taxes	12,000	
	Total Water Plant		128,000
Water Distribution			
413-52100-112	Employee Insurance	20,000	
413-52100-245	Telephone	10,000	
413-52100-248	Technology	5,000	
413-52100-255	Software	8,000	
413-52100-259	Other Professional Service	65,000	
413-52100-267	Yard Repairs	45,000	
413-52100-510	Liability Insurance	5,000	
413-52100-592	Payment in Lieu of Taxes	12,000	
	Total Water Distribution		170,000
W/S Grants & Projects			
413-52116-964	Mason Tank	5,000	
413-52116-992	Water Protection Grant	500,000	
413-52116-997	EPA Projects	150,000	
413-52116-998	Infrastructure Planning Gran	25,000	
	Total W/S Grant & Projects		680,000
Sewer Collection			
413-52200-142	Employee Insurance	-50,000	
413-52200-248	Technology	10,000	
413-52200-255	Software	5,000	
413-52200-330	Inventory	85,000	
413-52200-592	Payment in Lieu of Taxes	12,000	
413-52200-596	Penalties and Fines	25,000	
	Total Sewer Collection		87,000
Sewer Plant			
413-52222-110	Salaries	60,000	
413-52222-245	Telephone	10,000	
413-52222-250	Sewer Analysis	15,000	
413-52222-253	Auditing	10,000	
413-52222-260	Repair to System	50,000	
413-52222-262	Repair to Machinery	100,000	
413-52222-322	Chemicals	15,000	
413-52222-592	Payment in Lieu of Taxes	12,000	
	Total Sewer Plant		272,000
Business Office			
413-52310-110	Salaries	35,000	
413-52310-112	Overtime	5,000	
413-52310-255	Software	8,000	
	Total Business Office		48,000
	Total Expense		1,385,000
	TOTAL WATER/SEWER FUND EXPENSE	1,385,000	
	TOTAL WATER/SEWER FUND REVENUE		1,390,000
	Difference		5,000

Natural Gas Fund

Revenue

415-36990	Pipeline Overcharge	17,000	
415-37190	Administrative Fee	11,000	
415-37192	Service Connection	6,000	
415-37410	Metered Gas Sales	1,000,000	
415-37492	Oversized Meter Fee	35,000	
415-37501	T-DOT Grant	60,000	
	Total		1,129,000

Expense

415-52400-110	Salaries	20,000	
415-52400-112	Overtime	15,000	
415-52400-142	Employee Insurance	25,000	
415-52400-170	Fees	5,000	
415-52400-255	Software	25,000	
415-52400-261	Vehicle Repair	8,000	
415-52400-266	Building Maintenance	10,000	
415-52400-330	Inventory	100,000	
415-52400-351	Natural Gas Purchase/Resale	1,000,000	
415-52400-940	Machinery & Equipment	12,000	
415-52400-985	Twin Lakes Gas Extension	45,000	
415-52400-964	Gas System Improvements	-150,000	
	Total		1,115,000

TOTAL GAS FUND EXPENSE

1,115,000

TOTAL GAS FUND REVENUE

1,129,000

Difference

14,000

RESOLUTION

City of Portland, Tennessee

No. 26 – 54

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

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

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

WHEREAS, For June 2026, we recognize the value of **Personal Responsibility** during this year of celebration. Americans have traditionally been some of the most self-sufficient, ambitious, and hard-working people. This sense of responsibility was taught and modeled as early settlers of this country took risks to make the trip across the ocean to the “new world” for the freedom and opportunities to be found here. Our forefathers took it upon themselves to clear land, build dwelling places, plant, harvest crops, and ultimately fight the British when it became necessary to claim and defend their freedom. For America’s continued success, present and future generations will need to practice and honor the blessings that flow from **Personal Responsibility**; and

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of June 2026

ORDINANCE

City of Portland, Tennessee

No. 26 – 27

Second Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 0 FOWLER FORD ROAD, (MAP 033 PARCEL 089.05) FROM COUNTY-RESIDENTIAL TO RS-40 (LOW DENSITY SINGLE FAMILY RESIDENTIAL-URBAN SERVICES)

WHEREAS, the City of Portland desires to amend the official zoning atlas of the City; and

WHEREAS, the City of Portland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Portland's population; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to RS-40 (Low Density Single Family Residential-Urban Services) by a vote of 9-0 at their April 14, 2026, meeting.

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

Section 1.

That the property described herein be, and the same is hereby, rezoned from County-Residential to RS-40 (Low Density Single Family Residential-Urban Services) Approximately 1.2 acres more or less, located at 0 Fowler Ford Road as shown on the attached map.

For reference, see Record Book 6433, Page 816-818 in the Register's Office of Sumner County, Tennessee, and being shown as Map 033, Parcel 089.05, for Sumner County, Tennessee.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the annexation of the property and after its passage on final reading, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: May 4, 2026

Notice Published: May 12, 2026

Public Hearing: June 1, 2026

Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 26 –37

A RESOLUTION TO ANNEX PROPERTY AT 0 FOWLER FORD ROAD, ALSO IDENTIFIED AS (SUMNER COUNTY MAP 33 PARCEL 089.05) CONTAINING 1.2 +/- ACRES UPON WRITTEN CONSENT OF THE OWNER AND TO ADOPT A PLAN OF SERVICES

WHEREAS, the owner has requested annexation of this property into the City of Portland corporate limits and said property is within the Urban Growth Boundary; and

WHEREAS, the owner will be responsible for the extension of any utilities; and

WHEREAS, the annexation will add no right-of-way to the city; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of this Annexation and Plan of Services to the Mayor and Board of Aldermen by a vote of 9-0 at the April 14, 2026, meeting.

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

Section 1. That Tennessee Code Annotated 6-51-102 authorizes the City of Portland to annex land at the request of the landowner when it appears that the prosperity of the municipality and the territory will be materially underachieving and the welfare of the inhabitants and property endangered if the property is not annexed. The City of Portland hereby determined that the prosperity of the municipality and territory described herein will be materially underachieving and the welfare of the inhabitants and property endangered if the property is not annexed.

Section 2. That pursuant to Section 6-51-101 through 6-51-114, Tennessee Code Annotated, the property described herein be, and the same is hereby annexed into the City of Portland, Sumner County, Tennessee, and incorporated within the corporate boundaries thereof.

PROPERTY DESCRIPTION: Approximately 1.2 +/- acres more or less, located at 0 Fowler Ford Road, as shown on the attached map.

For reference, see Record Book 6433, Pages 816-818 in the Register's Office of Sumner County, Tennessee, and being shown as Map 033, Parcel 089.05 for Sumner County, Tennessee.

Section 3. This annexation is contingent upon City Council passing the 2nd reading rezone for 0 Fowler Ford Road. That this ordinance takes effect 30 days from and after its final passage, the public welfare requiring it.

Plan for Serving the Annexation Area

1. **Police Protection**
Patrolling, radio response to calls, and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.
2. **Fire Protection**
Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
3. **Gas, Water, and Sewer**
 - a. Gas - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - b. Water - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - c. Sewer - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - d. Fire Hydrants - The City may require improvements by the owner as the property develops to ensure the needed capacity is available.
4. **Electric Service**
There are existing Cumberland Electric Membership Corporation power lines on this lot.
5. **Public Works**
 - a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City. Any improvements that must be completed as a result of development are the responsibility of the developer.
 - b. Sanitation – City sanitation services will be available at the time of annexation in accordance with existing City Ordinances.
 - c. Street and Right-of-Way Repair and Maintenance
 - i. This annexation adds no additional right-of-way to the City.
 - ii. The City and/or the County may require road improvements by the owner as the property develops.
6. **Schools**
This property is currently served by Sumer County School System.
7. **Inspection and Codes Enforcement**
All inspection and building/code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.
8. **Planning and Zoning**
The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.

a. The requested zoning for the annexation is RS-40 (Low Density Single Family Residential-Urban Services).

9. Animal Control

Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.

10. Voting Rights and City Elections

a. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.

b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Notice of the Public Hearing, for The Planning Commission, was published in the Portland Sun on March 10, 2026.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Notice Published: Portland Sun: May 12, 2026

Public Hearing: June 1, 2026

Approved this day of .



ORDINANCE

City of Portland, Tennessee

No. 26 – 34

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 120 Old WESTMORELAND ROAD, (MAP 033G PARCEL 028.00 & MAP 033 PARCEL 039.00) FROM R-15 (RESIDENTIAL) AND COUNTY (AGRICULTURAL) TO RM-1 PUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)

WHEREAS, the City of Portland desires to amend the official zoning atlas of the City; and

WHEREAS, the City of Portland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Portland's population; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to RM-1 PUD (Residential Planned Unit Development) by a vote of 6-0 at their May 12, 2026 meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from County Agricultural (County) and R-15 (Residential) to RM-1 PUD (Residential Planned Unit Development) Approximately 27.2 +/- acres more or less, located at 120 Old Westmoreland Road as shown on the attached map.

For reference, see Record Book 3992, Pages 50-51, in the Register's Office of Sumner County, Tennessee, and being shown as Map 033G, Parcel 028.00 and Map 033 Parcel 039.00 for Sumner County, Tennessee.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the annexation of the property and after its passage on final reading, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing

Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 26 – 35

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 609 HWY 52E, (MAP 033 PARCEL 075.02) FROM RS-40 (LOW DENSITY SINGLE FAMILY RESIDENTIAL) TO GCS (GENERAL COMMERCIAL SERVICES)

WHEREAS, the City of Portland desires to amend the official zoning atlas of the City; and

WHEREAS, the City of Portland believes that such amendment will promote, protect, and facilitate the public health, safety, and welfare of the community through coordinated and practical land use and land development for the betterment of Portland's population; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to RS-40 (Low Density Single Family Residential) by a vote of 7-0 at their May 12, 2026, meeting.

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

Section 1.

That the property described herein be, and the same is hereby, rezoned from RS-40 (Low Density Single Family Residential) to GCS (General Commercial Services) Approximately 2.0 acres more or less, located at 609 Highway 52E as shown on the attached map.

For reference, see Record Book 280, Page 53 in the Register's Office of Sumner County, Tennessee, and being shown as Map 033, Parcel 075.02, for Sumner County, Tennessee.

BE IT FURTHER ORDAINED that all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the annexation of the property and after its passage on final reading, the public welfare requiring it.

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing

Passed Second Reading:



CHANGE ORDER NO.: 8

Owner: **City of Portland** TDEC/ARP Project No.: DW-COSD-06
Engineer: OHM Advisors Engineer's Project No.: 0585-21-0080
Contractor: **Cumberland Pipeline, LLC** Contractor's Project No.: 23-08
Contract Name: **City of Portland Oak Hill Water System Improvements**
Date Issued: May 19, 2026 Effective Date of Change Order: _____

The Contract is modified as follows upon execution of this Change Order:

Description: This change order reflects the Owner's desire to add the appurtenances required for construction of 2,000 LF of the proposed 16" water line along Oak Hill Drive from Dimmit Court to Highway 109. This change order adds 6 additional calendar days to the contract establishing August 7, 2026 as the Final Contract Date.

Attachments: Contract Quantity Adjustment spreadsheet

Change in Contract Price		Change in Contract Times	
		[State Contract Times as either a specific date or a number of days]	
Original Contract Price:	Original Contract Times:		
\$ _____ \$2,718,423.00	Substantial Completion:	210 days 6/04/24	
	Ready for final payment:	240 days 7/03/24	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 7 (pending County approval):	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 7 (pending County approval):		
\$ _____ \$79,300.00	Substantial Completion:	142 days	
	Ready for final payment:	759 days	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:		
\$ _____ \$2,639,123.00	Substantial Completion:	352 days 10/23/24	
	Ready for final payment:	999 days 8/01/26	
[Increase] [Decrease] this Change Order:	[Increase] [Decrease] this Change Order:		
\$ _____ \$103,709.00	Substantial Completion:	0 days	
	Ready for final payment:	6 days	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:		
\$ _____ \$2,742,832.00	Substantial Completion:	352 days 10/23/24	
	Ready for final payment:	1005 days 8/07/26	

Recommended by Engineer:

By: 
Name/Title: Harrison Hilt, Project Manager
Date: 5/19/2026

Accepted by Contractor:

By: _____
Name/Title: Michael Ellison, President
Date: _____

Authorized by Owner/City of Portland:

By: _____
Name/Title: Mike Callis, Mayor
Date: _____

Approved by Owner/Sumner County, TN:

By: _____
Name/Title: John C. Isbell, Mayor
Date: _____

CITY OF PORTLAND OAK HILL WATER SYSTEM IMPROVEMENTS
City of Portland / Sumner County, TN
Change Order No. 8 Quantity Adjustments
May 19, 2026

Item No.	Item Description	Unit	Estimated Quantity Adjustment	Unit Price	Total Amount
1	16" DIP CL 250 Water Line, Open-Cut	LF	0	\$ 157.50	\$ -
2	12" DIP CL 350 Water Line, Open-Cut	LF	0	\$ 132.50	\$ -
3	8" DIP CL 350 Water Line, Open-Cut	LF	0	\$ 86.00	\$ -
4	16" DIP w/ 30" Steel Casing Pipe, Trenchless	LF	0	\$ 754.00	\$ -
5	12" DIP w/ 24" Steel Casing Pipe, Trenchless	LF	0	\$ 538.00	\$ -
6	16" DIP w/ 30" Steel Casing Pipe, Open-Cut	LF	0	\$ 417.00	\$ -
7	12" DIP w/ 24" Steel Casing Pipe, Open-Cut	LF	0	\$ 317.00	\$ -
8	8" DIP w/ 16" Steel Casing Pipe, Open-Cut	LF	0	\$ 240.00	\$ -
9	24" Steel Casing Pipe w/o Carrier Pipe, Trenchless	LF	0	\$ 514.00	\$ -
10	8" Gate Valve Assembly	EA	0	\$ 2,920.00	\$ -
11	12" Gate Valve Assembly	EA	0	\$ 5,900.00	\$ -
12	16" Gate Valve Assembly	EA	0	\$ 15,536.00	\$ -
13	4" x 4" Tapping Sleeve and Valve	EA	0	\$ 7,000.00	\$ -
14	6" x 6" Tapping Sleeve and Valve	EA	0	\$ 6,000.00	\$ -
15	8" x 8" Tapping Sleeve and Valve	EA	0	\$ 7,500.00	\$ -
16	10" x 10" Tapping Sleeve and Valve	EA	0	\$ 12,400.00	\$ -
17	12" x 12" Tapping Sleeve and Valve	EA	0	\$ 15,400.00	\$ -
18	2" Air Release Valve Assembly	EA	0	\$ 6,000.00	\$ -
19	Fire Hydrant Assembly	EA	0	\$ 8,940.00	\$ -
20	Remove Fire Hydrant Assembly	EA	0	\$ 935.00	\$ -
21	Cut, Cap, and Abandon Existing Water Line (All Diameters)	EA	0	\$ 1,690.00	\$ -
22	Mobilization	LS	0	\$ 109,800.00	\$ -
23	Remove and Replace Driveway	SY	0	\$ 124.00	\$ -
24	Remove and Replace Asphalt Pavement	SY	0	\$ 231.00	\$ -
25	Remove and Replace Culvert	LF	0	\$ 60.50	\$ -
26	Remove and Replace Mailbox	EA	0	\$ 374.00	\$ -
27	Silt Fence	LF	0	\$ 3.30	\$ -
28	Sediment Tubes	EA	0	\$ 77.00	\$ -
29	Catch Basin Protection (Type D)	EA	0	\$ 275.00	\$ -
30	Remove and Replace Water Services - Long (Trenchless Method)	LF	0	\$ 42.20	\$ -
31	Remove and Replace Water Services - Short (Open-Cut)	LF	0	\$ 28.00	\$ -
32	Water Services Assembly	EA	0	\$ 1,730.00	\$ -
33	Project Allowance	LS	0	\$ 50,000.00	\$ -
34	16" Butterfly Valve Assembly	EA	0	\$ 7,678.00	\$ -
35	2026 Rate - 16" DIP CL 250 Water Line, Open-Cut	LF	0	\$ 203.00	\$ -
36	2026 Rate - 8" DIP w/ 16" Steel Casing Pipe, Open-Cut	LF	0	\$ 286.00	\$ -
37	2026 Rate - Fire Hydrant Assembly	EA	0	\$ 9,090.00	\$ -
38	2026 Rate - Remove Fire Hydrant Assembly	EA	0	\$ 1,400.00	\$ -
39	2026 Rate - 16" Butterfly Valve Assembly	EA	0	\$ 8,200.00	\$ -
40	2026 Rate - 8" Gate Valve Assembly	EA	0	\$ 3,500.00	\$ -
41	2026 Rate - Remove and Replace Asphalt Pavement	SY	0	\$ 391.00	\$ -
42	2026 Rate - Mobilization	LS	0	\$ 15,000.00	\$ -
43	2026 Rate - Project Allowance	LS	0	\$ 126.50	\$ -
44	2026 Rate - 8" DIP CL 350 Water Line, Open-Cut	LF	72	\$ 135.00	\$ 9,720.00
45	2026 Rate - 6" x 6" Tapping Sleeve and Valve	EA	3	\$ 6,500.00	\$ 19,500.00
46	2026 Rate - 2" Air Release Valve Assembly	EA	1	\$ 7,448.00	\$ 7,448.00
47	2026 Rate - Cut, Cap, and Abandon Existing Water Line (All Diameters)	EA	4	\$ 2,310.00	\$ 9,240.00
48	2026 Rate - Remove and Replace Mailbox	EA	1	\$ 1,300.00	\$ 1,300.00
49	2026 Rate - Remove and Replace Water Services - Long (Trenchless Method)	LF	360	\$ 70.00	\$ 25,200.00
50	2026 Rate - Remove and Replace Water Services - Short (Open-Cut)	LF	25	\$ 29.00	\$ 725.00
51	2026 Rate - Water Services Assembly	EA	14	\$ 2,184.00	\$ 30,576.00
CHANGE ORDER NO. 8 TOTAL AMOUNT					\$ 103,709.00

RESOLUTION

City of Portland, Tennessee

No. 26 – 51

A RESOLUTION TO APPROVE CHANGE ORDER #8 IN THE INCREASED AMOUNT OF \$103,709.00 FOR THE CONTRACT WITH CUMBERLAND PIPELINE, LLC FOR THE OAKHILL WATER SYSTEM IMPROVEMENTS AMERICAN RESCUE PLAN (ARP) PROJECT UTILIZING FUNDING FROM GRANT CLAW BACKS AND GRANT PROJECTS THAT ARE UNDER BUDGET

WHEREAS, the City of Portland desires to increase the scope of the Oak Hill Water System Improvements ARP project by adding back in the remaining appurtenances required to construct the 16-inch waterline that was previously removed due to cost; and

WHEREAS, the City of Portland, project engineers, and Sumner County have conferred with the State and the contractor of record that the remaining appurtenances for the 16-inch waterline can be added back into the project using funding from grant claw backs and other grant projects that are under budget; and

WHEREAS, the cost of materials required for construction has increased since this project was bid in 2023; and

WHEREAS, the City of Portland has approved the original contract amount of \$2,718,423.00 with Cumberland Pipeline, LLC for the Oakhill Water System Improvements Project; and

WHEREAS, Change Order #1 decreased the contract amount by \$581,097.50 by deleting approximately 2,000 feet of proposed 16-inch waterline along Oakhill Drive from Dimmit Court to Highway 109 and all associated appurtenances; and

WHEREAS, Change Orders #1 - #6 revised the contract by extending the substantial completion date by 142 calendar days and the final completion date by 412 calendar days resulting in a substantial completion date of October 23, 2024, and a final completion date of August 19, 2025; and

WHEREAS, Change Order #7 revised the contract and increased the amount by \$501,797.50 by adding approximately 2,000 feet of proposed 16-inch waterline along Oakhill Drive from Dimmit Court to Highway 109 and extended the final completion date by 347 calendar days resulting in a final completion date of August 1, 2026; and

WHEREAS, Change Order #8 shall revise the contract by adding all the appurtenances required to construct approximately 2,000 feet of proposed 16-inch waterline along Oakhill Drive from Dimmit Court to Highway 109 and all associated appurtenances; and

WHEREAS, Change Order #8 shall increase the contract amount by \$103,709.00, which shall adjust the contract amount to \$2,742,832.00; and

WHEREAS, Change Order #8 shall revise the contract by extending the final completion date by an additional 6 calendar days resulting in final completion date of August 7, 2026; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve Change Order #8 with Cumberland Pipeline, LLC in the increased amount of \$103,709.00, for an adjusted contract amount of \$2,742,832.00, and the extension of the final completion date by an additional 6 calendar days for the Oakhill Water System Improvements Project; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 - 52

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH OHM ENGINEERING TO PROVIDE ENGINEERING SERVICES FOR STABILIZATION FOR THE AREA AT THE SHAUB ROAD NATURAL GAS STATION

WHEREAS, this project is deemed necessary to eliminate erosion problems from the Sumner branch to the Shaub Road Natural Gas Station; and

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

WHEREAS, OHM Engineering has provided the following task order fees, and the completed proposal is attached:

• Survey	\$	5,000
• Construction Plans	\$	36,000
• ARAP	\$	5,000
• Pre-Construction Services	\$	14,000
TOTAL	\$	60,000

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter an agreement with OHM Engineering in the amount of \$60,000 to provide engineering services for the stabilization for the Shaub Road Natural Gas Station; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:



May 7, 2026

Mr. Warren Garrett
Director of Utilities
Portland Department of Utilities
100 S. Russel Street
Portland, Tennessee 37148
E: wgarrett@cityofportlandtn.gov
P: 615-323-1437 ext. 622

**RE: Proposal for Professional Services
Shaub Road Retaining Wall**

Dear Mr. Garrett:

Thank you for the opportunity to submit this proposal for professional services. This letter presents our understanding of the project and our proposed scope of services, time schedule, and fee.

Statement of Understanding

- Client: City of Portland
- Current Property Owner: Jonathon Hancock and Tammy Hancock
- Project Location: 400 Shaub Road, Portland, TN 37148 (Parcel ID: 019 04402 000)

Scope of Services

■ **Task 1: Survey**

The survey will include the field and office work necessary to survey the visible physical improvements (utilities, pavement, curbs, structures, culverts, signs, poles, fencing, etc.) within the survey limits shown in Attachment 2. The survey will depict 1 foot contour intervals. This work will be used to prepare a survey of the project site in pdf and AutoCAD format. The horizontal controls will be based on Tennessee State Plane Coordinate System (NAD83), and vertical controls using NAVD 88 datum. OHM will contact Tennessee 811 to mark the location of existing utilities onsite, and within the limits shown on the attached survey exhibit. Only storm sewer and sanitary sewer inverts will be shown on the survey unless otherwise requested due to implications of confined space entry. Vertical elevations for underground utilities with no access will need to be field verified prior to construction as deemed necessary. The attached exhibit indicates the proposed supplemental survey limits. The subject parcel's property boundary within the survey limits will be shown on the survey. The survey will be signed and sealed by OHM's Professional Land Surveyor licensed in Tennessee. This scope of work does not include a complete boundary survey of the entire subject parcel. An ALTA survey is not included in this scope of work.

■ **Task 2: Construction Plans**

OHM will prepare construction plans for the proposed ~150' long segmental block retaining wall along the northern streambank of Summer Branch. The following items are included in OHM's scope of work:



- I. Engineering Design of appropriate bank stabilization techniques. It is anticipated that specific tasks will be as follows:
 - a. Hydrologic Analysis
 - i. Determine reach discharge using USGS Regression equations for the 5yr, 10yr, and 50yr storm events.
 - b. Hydraulic Analysis
 - i. Derive stream characteristics from survey information (i.e. channel slope, channel width, toe slope, etc.) to establish cross sections and calculate velocities for interval storm events.
 - ii. Determine shear stress for interval storm events.
 - c. Stabilization Design
 - i. Compare calculated erosive forces against erosion resistance of stabilization techniques as provided by proprietary product information and commonly accepted guidelines. OHM will recommend a proprietary product or approved equal. Stabilization recommendation is also dependent on site constraints. It is understood that a segmental block type retaining wall is the preferred method of hard armoring.
 - d. Traffic Control Plan
 - i. Develop traffic control plan for Shaub Road in accordance with the latest revision of the MUTCD.
- II. Produce Construction Plans consisting of (approx. number of sheets):
 - i. Cover (1)
 - ii. General Notes (1)
 - iii. Existing Conditions and Removal Plan (1)
 - iv. Construction Plan (1)
 - v. Temporary Stream Diversion Plan (1)
 - vi. Initial and Final Erosion Prevention and Sediment Control Plan (2)
 - vii. Traffic Control Plan (1)
 - viii. Construction Details (2)

Final Construction Plans will be signed and sealed by a Professional Engineer, licensed in the State of Tennessee.

Deliverables for this task include up to three (3) full-size sets of final construction plans, digital plans in PDF format, AutoCAD (.dwg) design files, basis-of-design calculations and supporting documentation in digital format.

▼ **Task 3: Aquatic Resources Alteration Permit (ARAP)**

OHM will prepare documents, plans, and specifications for submittal to the Tennessee Department of Environment and Conservation for issuance of an Aquatic Resources Alteration Permit (ARAP). It is anticipated that this work will be covered under TDEC's general permit and will be concurrent with Task 2 identified above. OHM's scope includes the following:

- a. Develop narrative project description, including existing stream conditions and proposed stream conditions
- b. Develop narrative for project rationale
- c. Develop drawings and specifications to be included with permit application
- d. Address up to one (1) round of comments from TDEC

Deliverables for this task include digital copy in PDF format of ARAP permit, to be submitted to TDEC by the City.

▼ **Task 4: Pre-Construction Services**

OHM will prepare construction documents and specifications in preparation for project bidding. OHM will coordinate project bidding through Notice to Proceed. OHM's scope includes the following:

1. Pre-Construction Services
 - a. Estimate construction quantities. Plans will include tabulated quantities and associated footnotes



- for clarification.
- b. Prepare construction contracts and technical specifications
- c. Prepare Advertisement for Bids
- d. Respond to contractor requests for bid documents and maintain plan holders list.
- e. Attend one (1) bid opening meeting. Review bids for responsiveness, mathematical and material balance, and prepare a tabulation of bids.
- f. Prepare and issue Recommendation of Award to City of Portland. Attend one (1) City Council meeting for resolution to award.
- g. Issue Notice of Award after concurrence from the City.
- h. Prepare and issue three (3) printed copies of the Contract Book to Contractor for execution (provide one copy of executed contract for Contractor, City, and Engineer).
- i. Conduct and attend one (1) pre-construction meeting with Client and Contractor.
- j. Prepare and issue Notice to Proceed.

Deliverables for this task include bid tabulation, executed contract books, one digital file of bid advertisement, one digital copy of Notice of Award, one digital copy of Notice to Proceed.

Exclusions

- ▶ Design or analysis of offsite infrastructure (road, water, sanitary, storm, gas, electric, telecoms) which is not explicitly included in the scope of services above
- ▶ Easement or right of way acquisition and coordination
- ▶ Permitting with U.S. Army Corps of Engineers, FEMA, TVA, TDOT, or other agency that is not explicitly listed in the scope of work above
- ▶ Local city permits (assumed to be the client's responsibility rather than OHM's)
- ▶ TDEC individual ARAP (general ARAP is included in the scope)
- ▶ Preparation or modification of property record documents (easements, plat, legal description, horizontal property regime (HPR), declaration of restrictions/covenants, long-term maintenance agreements, etc.)
- ▶ Structural design beyond what is strictly necessary for the proposed segmental block retaining wall
- ▶ No-rise study, FEMA CLOMR, LOMR, LOMA, or elevation certificate
- ▶ Construction cost estimates
- ▶ Construction staking/layout
- ▶ Construction Administration (pay application reviews, onsite inspections, change orders, etc.)
- ▶ Construction inspection/resident project representative
- ▶ Traffic, ecological, environmental, or geotechnical studies
- ▶ Any permitting or application fees to municipalities/agencies associated with this project

Schedule

OHM Advisors is available to commence with this assignment upon approval and execution of this Letter Proposal. We anticipate that our effort will span a period of 1 month for Task 1, 3 months for Task 2, 3 months for Task 3, and 2 months for Task 4.

Potential schedule related items that may impact task durations are as follows:

- ▶ Factors outside of OHM's control such as Owner/Client directed changes or delays
- ▶ Restrictions due to unforeseen disruptions such as natural disasters, and/or world health issues.

Compensation

OHM Advisors will provide the above-outlined professional services and will be compensated on the basis of a fixed fee for a total amount of **\$60,000**. We will not exceed the total proposal amount without the Client's prior written approval. We will notify you in advance if we become aware of unforeseen conditions impacting the cost of services. Invoices will be submitted monthly for work performed.



Task Name	Fee	Fee Type
Task 1: Survey	\$5,000	Fixed Fee
Task 2: Construction Plans	\$36,000	Fixed Fee
Task 3: ARAP	\$5,000	Fixed Fee
Task 4: Pre-construction Services	\$14,000	Fixed Fee
Total	\$60,000	Fixed Fee

The Client may request additional services that are not included with the original Scope of Services. The Consultant will provide an Amendment to this Letter Proposal outlining the specific Scope of Services to be added. Compensation and schedule for any Additional Services will be detailed within the Amendment.

Special Notes

Due to current volatility regarding the availability and cost of materials and labor, we will make every effort to be as accurate as possible with our budget projections, but we cannot predict or control the effect that rapidly changing economic conditions will have on costs.

Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions", is incorporated into this proposal by reference.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed.

Thank you for the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 90 days from the date of this letter. If you have any questions or comments, please contact me.

Sincerely,
OHM Advisors
 (Consultant)

Acceptance
City of Portland
 (Client)

Harrison Hilt

Signature _____

Harrison Hilt, P.E.

Name _____

Project Manager

Title _____

April 7, 2026

Date _____

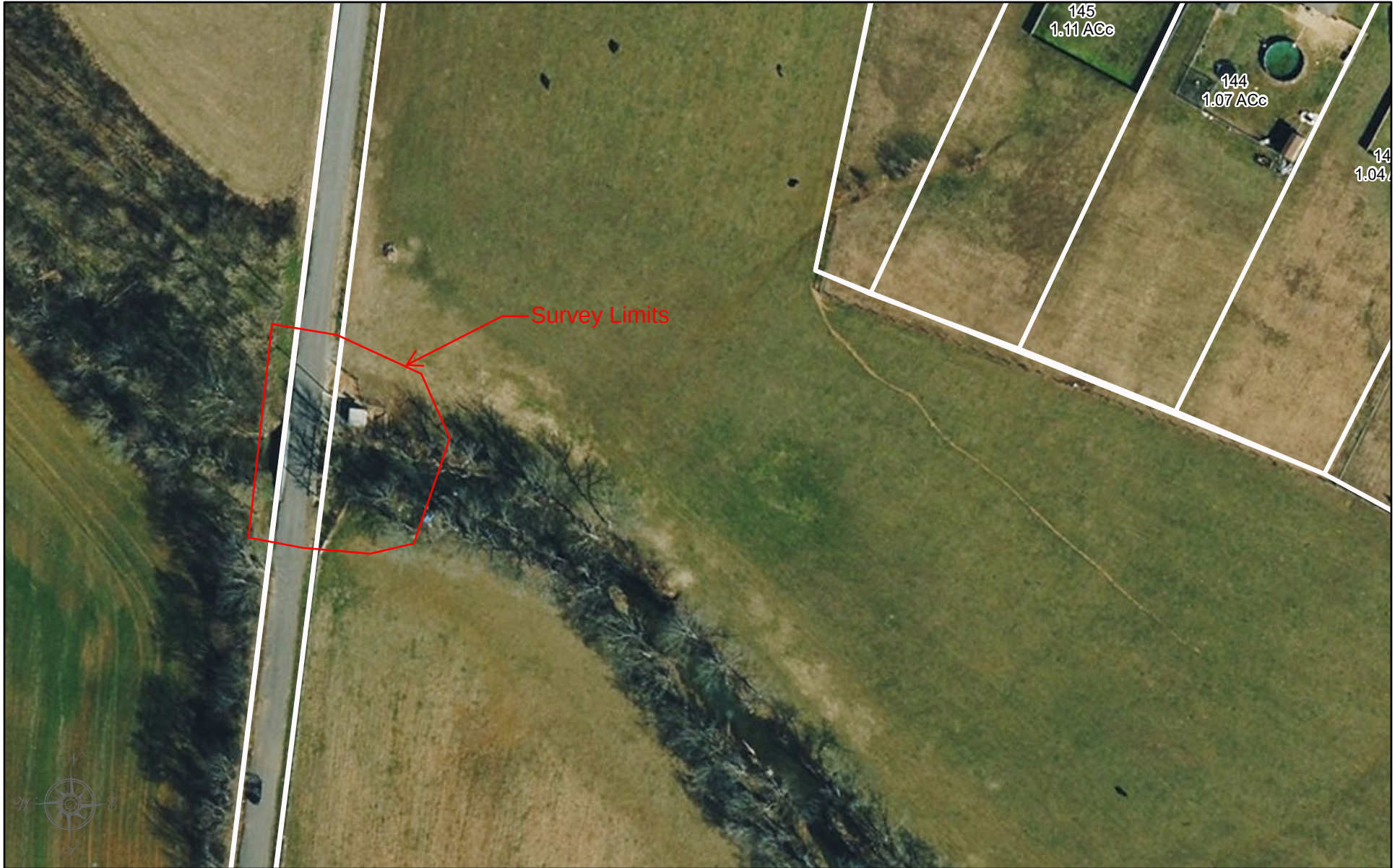
Attachment 1: Standard Terms and Conditions

Attachment 2: Survey Limits

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

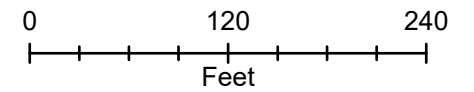
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



SUMNER COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

MAP DATE: April 20, 2026



RESOLUTION

City of Portland, Tennessee

No. 26 – 53

A RESOLUTION TO WAIVE CERTAIN RESIDENTIAL UTILITY CONNECTION FEES

WHEREAS, The Business Office deems it necessary to waive certain connection fees in difficult or unusual situations; and

WHEREAS, In the event of a customer's death, service will need to be set up in a new name within 30 days to avoid disconnection and final billing. Residential connection fees may be waived on active accounts with two or more of the following: death certificate, proof of residency showing name and service address, and/or will and trust documents. A Letter of Testamentary will be required to change the name to an Estate.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that residential connection fees be waived in the event of a customer's death following the aforementioned description; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of