



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

- A. Call To Order
- B. Prayer And Pledge
- C. Roll Call
- D. Approval Of Minutes
February 6, 2023

Documents:

[FEBRUARY 6 2023 MINUTES.PDF](#)

- E. Approval Of Agenda
- F. Communications From Council Members
- G. Public Recognition
Up to five minutes per person and comments must pertain to items that are listed on the meeting agenda.
- H. Public Hearings
- I. Mayor's Report
- J. Community Development
Alderwomen Magann Thompson
- K. Finance
Alderwoman Penny Barnes
- 1. Resolution No. 23-23
A resolution to invest city funds in the State of Tennessee's Local Investment Pool (LGIP)

Documents:

[RES 23-23 LGIP ACCOUNT.PDF](#)

2. Resolution No. 23-24

An initial resolution authorizing the incurrence of indebtedness by the City of Portland, Tennessee, of not to exceed \$5,000,000, by the execution with the public building authority of the City of Clarksville, Tennessee, of a loan agreement to provide funding for certain water and sewer system projects.

Documents:

[RES 23-24 INITIAL PORTLAND WS FR PBA LOAN.PDF](#)

3. Resolution No. 23-25

A resolution authorizing a loan pursuant to a loan agreement between the City of Portland, Tennessee, and the Public Building Authority of the City of Clarksville, Tennessee, in the principal amount of not to exceed \$5,000,000; Authorizing the execution and the delivery of a loan agreement and the other documents relating to said loan; providing for the application of the proceeds of said loan and the payment of such indebtedness: consenting to the assignment of the City's obligation under such loan agreement; and certain other matters.

Documents:

[RES 23-25 PORTLAND WS FR PBA LOAN AGREEMENT.PDF](#)

L. Fire Department

Vice Mayor Jody McDowell; Financed by: General Fund

1. Resolution No. 23-26

A resolution to apply for a staffing for adequate Fire and Emergency Response (SAFER) Grant administered through the Federal Emergency Management Administration (FEMA).

Documents:

[RES 23-26 SAFER GRANT APPLICATION.PDF](#)

M. Human Resources

Alderwoman Penny Barnes

1. Resolution No. 23-27

A resolution to hire a full-time Administrative Assistant for the Planning Department.

Documents:

[RES 23-27 HIRE FULL TIME PLANNING ADMIN.PDF](#)

N. Legislative

Mayor Mike Callis

1. Resolution No. 23-28

A resolution to confirm Rachel Slusser as City Recorder for the City of Portland.

Documents:

[RES 23-28 RES CITY RECORDER APPOINTMENT.PDF](#)

2. Resolution No. 23-29

A resolution to re-appoint Jack Freedle as City Judge for the City of Portland.

Documents:

[RES 23-29 REAPPOINT JUDGE FREEDLE.PDF](#)

O. Municipal Airport

Alderman Mike Hall; Financed by: Special Revenue Fund

1. Ordinance No. 23-03 - Second Reading

An ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for contract participation in the Bipartisan Infrastructure Law Grant Program.

Documents:

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

2. Resolution No. 23-30

A resolution approving the re-appointment of member Mike Hall to the Portland Airport Authority.

Documents:

[RES 23-30 AIRPORT AUTHORITY REAPPOINT MIKE HALL.PDF](#)

P. Parks & Recreation

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

1. Ordinance No. 23-04 - Second Reading

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

Documents:

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

2. Ordinance No. 23-07 - First Reading

An ordinance to enter into an agreement with Atis Golf Land Water for planning and

design services for Dogwood Hills Golf Course irrigation system.

Documents:

[ORD 23-07 IRRIGATION SYS DOGWOOD HILLS GOLF COURSE.PDF](#)
[ORD 23-07 ATTACH DOGWOOD HILLS GOLF COURSE IRRIGATION
DESIGN CONSULTING PROPOSAL 022223.PDF](#)

3. Resolution No. 23–31

A resolution for the City of Portland to submit an application to The Tennessee Department of Environment and Conservations' 2023 Public Parks Recreation Grant.

Documents:

[RES 23-31 SUB 2023 PARKS REC GRANT.PDF](#)

4. Resolution No. 23–32

A resolution for engineering services for the Tennessee Department of Environment and Conservations' 2023 Parks and Recreation Grant application and projects if successfully fund.

Documents:

[RES 23-32 HIRE ENGINEER FOR PARKS GRANT.PDF](#)

5. Resolution No. 23–33

A resolution to hire Community Development Partners, LLC for administrative services for the work necessary to complete the Tennessee Department of Environment and Conservations' 2023 Parks and Recreation grand application and assist in project administration is successfully funded.

Documents:

[RES 23-33 PARKS GRANT HIRE-ADMIN.PDF](#)

Q. Police Department

Alderman Drew Jennings; Financed by: General Fund

1. Resolution No. 23–34

A resolution authorizing approval to enter into a contract with Klober Engineering in the amount of \$22,600 for civil engineering services for the proposed Portland Police Department renovation and expansion.

Documents:

[RES 23-34 KLOBER ENGINEERING FOR POLICE DEPT.PDF](#)
[RES 23-34 ATTACH 2023-01-30 PORTLAND POLICE DEPARTMENT
CONCEPTUAL CIVIL PROPOSAL.PDF](#)

R. Planning & Codes

Alderwoman Megann Thompson; Financed by: General Fund

1. Ordinance No. 23-08 - First Reading

An ordinance to amend the City of Portland, TN zoning map by rezoning unaddressed corner of WT Hardison and Gibson Street, Sumner County Tax Map 20-O, Group D, Parcel 008.00 from R-15 (Low Density Residential) to R-10 (Low Density residential)

Documents:

[ORD 23-08 REZONE UNADDRESSED WT HARDISON GIBSON STREET.PDF](#)
[ORD 23-08 ATTACH KENNETH CLINE REZONE.PDF](#)

2. Resolution No. 23-35

A resolution to appoint one member, Ted Jernigan to the Portland Municipal Planning Commission.

Documents:

[RES 23-35 APPOINT TED JERNIGAN PLANNING COMMISSION.PDF](#)

3. Discussion

Glendale Alley recommendations.

Documents:

[GLENDALE ALLEY STAFF REPORT.PDF](#)

S. Public Works

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

1. Ordinance No. 23-06 - Second Reading

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

Documents:

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

2. Resolution No. 23-36

A resolution to petition the Tennessee Department of Transportation (TDOT) to address certain concerns and safety improvements for the Portland bypass portions of the State Route Highway 109 corridor.

Documents:

[RES 23-36 TDOT BYPASS PETITION.PDF](#)

T. Utility Infrastructure

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

1. Resolution No. 23-37

A resolution to eliminate the service for lighting Natural Gas pilots for customers by the City of Portland Natural Gas Department.

Documents:

[RES 23-37 ELIMINATING LIGHTING GAS PILOTS.PDF](#)

2. Resolution No. 23-38

A resolution authorizing a final adjusting change order \$119,845.26 for the completion of the 12-inch gas main project on TGT Road.

Documents:

[RES 23-38 MOSS WELDING LLC FINAL ADJ CHG ORDER TGT RD IMPRO.PDF](#)
[RES 23-38 ATTACH 02B - TGT RD FINAL CHANGE ORDER 2 - MOSS WELDING.PDF](#)

U. Adjournment

Minutes

Board of Mayor and Aldermen

City of Portland, Tennessee

February 6, 2023

1. **Call to Order** - Mayor Callis called the meeting to order at 5:13 P.M.
2. **Prayer/Pledge** – Mayor Callis offered the Invocation and the Pledge of Allegiance.
3. **Roll Call** - The Portland Board of Mayor and Aldermen met on February 6, 2023, with the following members in attendance: Alderwoman Penny Barnes, Alderwoman LaToya Holcomb, Alderman Mike Hall, Alderman Drew Jennings, Vice Mayor Jody McDowell, Alderwoman Megann Thompson and Alderman Brian Woodall. City Attorney John R. Bradley and City Recorder Patricia Keen were present.
4. **Approval of Minutes from January 9, 2022, Council Meeting**
A motion was made by Alderwoman Thompson, seconded by Alderman Woodall to approve the minutes as presented. A unanimous voice vote indicated approval.
The minutes were approved.
5. **Approval of Agenda** A motion was made by Vice Mayor McDowell, seconded by Alderwoman Barnes to approve the agenda. A unanimous voice vote indicated approval of the agenda.
The agenda was approved.
6. **City Historian – Nathan Shadowens**
Mr. Shadowens presented pictures and gave a narrative of 1874 Cold Springs School and 1915 Sumner County High School.
7. **Presenting** – Jim Irvine – President Portland American Legion
Mr. Irvine announced June 14 is recognized as “Flag Day” with the American Legion Post 75. At this ceremony, Post 75 will be burning and disposing of old retired flags for those who have turned them in to be destroyed.
8. **Communications from Council Members**
Alderman Hall asked to think about revisiting the chicken ordinance. Alderman Jennings announced this Saturday being the grand opening for the Temple Theater with Song Writers Night. March 11 will be Ronnie McDowell live.
9. **Public Recognition**
James Chaney – 332 Airport Road, spoke on Resolution 23-21, speed limit changes. Mr. Chaney has concerns of the speed on Airport Road in front of his house. Has noticed problems with the narrow road, speeders and the school bus being passed with the sign out. He added he feels council should be talking to voters of what they are voting on.

10. Public Hearing - None

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

12. Alcoholic Beverage Board – Vice Mayor Jody McDowell, Chairman

A. Application from – Rajesh Soni – new owner – BP 109
5989 Highway 31-W, Portland, TN

Motion was made by Alderman Hall, seconded by Alderwoman Thompson to approve the beer application from Rajesh Soni, location 5989 Highway 31-W. A unanimous voice vote indicated approval.

Beer Permit Approved

13. Mayor's Report

Mayor Callis reported he has met and working Army Corp of Engineers grant. Step 1 is completed and working on step 2. Congratulations to Carlton Cobb for graduating from the Certified Public Manager class. Will be starting on budget work studies in March.

14. Community Development – Alderwoman Megann Thompson – No items

15. Finance – Alderwoman Penny Barnes

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

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

Ordinance No. 23-01 Approved on Second Reading

B. Resolution No. 23-09 - A resolution to authorize the submission of a loan application to the Tennessee Municipal Bond Fund for the purpose of potential upgrades to the Water Treatment Plant and Raw Water Intake System.

Motion was made by Alderwoman Barnes, seconded by Alderman Woodall to approve Resolution No. 23-09. A unanimous voice vote indicated approval.

Resolution No. 23-09 Approved

16. Fire Department – Vice Mayor Jody McDowell

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

Motion was made by Alderwoman Thompson, seconded by Alderman Jennings to approve Resolution No. 23-10. A unanimous voice vote indicated approval.

Resolution No. 23-10 Approved

17. Human Resources – Alderwoman Penny Barnes – No items

18. Legislative – Mayor Mike Callis

- A. Resolution No. 23-11** - A resolution to accept a 50% match Tourism Grant for Wayfinding Signs within the Community.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Resolution No. 23-11. A unanimous voice vote indicated approval.

Resolution No. 23-11 Approved

- B. Resolution No. 23-12** - A resolution to approve guidelines for records maintenance and retention within the city.

Motion was made by Vice Mayor McDowell, seconded by Alderwoman Thompson to approve Resolution No. 23-12. A unanimous voice vote indicated approval.

Resolution No. 23-12 Approved

- C. Resolution No. 23-13** - A resolution to re-appoint one member, Elizabeth Villalobos to the Portland Historic Preservation Commission.

Motion was made by Alderman Woodall, seconded by Alderwoman Holcomb to approve Resolution No. 23-13. A unanimous voice vote indicated approval.

Resolution No. 23-13 Approved

- D. Resolution No. 23-14** – A resolution to appoint one member, LaToya Holcomb to the Ad Hoc Committee.

Motion was made by Vice Mayor McDowell, seconded by Alderwoman Thompson to approve Resolution No. 23-14. A unanimous voice vote indicated approval.

Resolution No. 23-14 Approved

- E. Resolution No. 23-15** – A resolution requesting the General Assembly to amend the Private Act Charter of the City of Portland, TN.

Motion was made by Alderman Woodall, seconded by Alderman Hall to approve Resolution No. 23-15. After a lengthy discussion as to the changes and why they are being made, a motion was

made by Alderwoman Thompson, second by Alderwoman Barnes to defer to the March 6 council meeting. A unanimous voice vote indicated a deferral.

Resolution No. 23-15 Deferred

19. Municipal Airport – Alderman Mike Hall

- A. Ordinance No. 23-03 - First Reading** – An ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for contract participation in the Bipartisan Infrastructure Law Grant Program.

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

Ordinance No. 23-03 Approved on First Reading

20. Parks & Recreation – Alderman Brian Woodall

- A. Resolution No. 23-16** - A resolution to adopt the 2023 Dogwood Hills Golf Course Annual Membership Fees for the City of Portland.

Motion was made by Alderman Woodall, seconded by Alderwoman Thompson to approve Resolution No. 23-16. A unanimous voice vote indicated approval.

Resolution No. 23-16 Approved

- B. Ordinance No. 23-04 - First Reading** – An ordinance to enter into an agreement with GreenLid Design to provide engineering services for the City of Portland Parks Department maintenance building.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Ordinance No. 23-04 on first reading. Motion was made by Alderman Woodall, second by Vice Mayor McDowell to change the amount to \$23,330. A unanimous voice vote indicated approval as amended.

Ordinance No. 23-04 Approved on First Reading as Amended

- C. Ordinance No. 23-05 - First Reading** - An ordinance to enter into an agreement with Nabholz Construction for the renovation/preservation of the Robert Coleman Community Center.

Motion was made by Alderman Woodall, seconded by Alderwoman Barnes to approve Ordinance No. 23-05 on first reading. After a lengthy discussion regarding the price, it was asked if Nabholz Construction Company could come to the second reading and explain. A unanimous voice vote indicated approval.

Ordinance No. 23-05 Approved on First Reading

21. Police Department – Alderman Drew Jennings – No items

22. Planning & Codes – Alderwoman Megann Thompson

- A. Resolution No. 23-17** - A resolution to appoint one member, Hector Graves to the Portland Municipal Zoning Board of Appeals.

Motion was made by Alderwoman Thompson, seconded by Vice Mayor McDowell to approve Resolution No. 23-17. A unanimous voice vote indicated approval.

Resolution No. 23-17 Approved

- B. Resolution No. 23-18** - A resolution to appoint one member, Tom Driscoll to the Portland Municipal Zoning Board of Appeals.

Motion was made by Alderwoman Thompson, seconded by Alderman Woodall to approve Resolution No. 23-18. A unanimous voice vote indicated approval.

Resolution No. 23-18 Approved

- C. Resolution No. 23-19** - A resolution to re-appoint three (3) members to the City of Portland Construction Board/Property Maintenance Appeals Board.

Motion was made by Alderwoman Thompson, seconded by Alderwoman Holcomb to approve Resolution No. 23-19. A unanimous voice vote indicated approval.

Resolution No. 23-19 Approved

- D. Resolution No. 23-20** - A resolution to appoint one member, Denise Hicks to the Portland Municipal Planning Commission.

Motion was made by Alderwoman Thompson, seconded by Alderwoman Barnes to approve Resolution No. 23-20. A unanimous voice vote indicated approval.

Resolution No. 23-20 Approved

23. Public Works Department – Alderwoman LaToya Holcomb

- A. Resolution No. 23-21** - A resolution authorizing a change of speed limits on various roads throughout the City of Portland.

Motion was made by Alderwoman Holcomb, seconded by Alderwoman Barnes to approve Resolution No. 23-21. A unanimous voice vote indicated approval.

Resolution No. 23-21 Approved

- B. Ordinance No. 23-06 - First Reading** – An ordinance to repeal and replace the original developer's agreement and authorize the mayor to enter into a new developer's agreement with Steve Somerville for the development of Orchard Place Subdivision.

Motion was made by Alderwoman Holcomb, seconded by Alderwoman Barnes to approve Ordinance No. 23-06 on first reading. A unanimous voice vote indicated approval.

Ordinance No. 23-06 Approved on First Reading

24. Department of Utilities – Alderman Brian Woodall

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

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

Ordinance No. 23-02 Approved on Second Reading

- B. Resolution No. 23-22** - A resolution authorizing the City of Portland to enter into a facility encroachment agreement with CSX Transportation.

Motion was made by Alderman Woodall, seconded by Alderwoman Holcomb to approve Resolution No. 23-22. A unanimous voice vote indicated approval.

Resolution No. 23-22 Approved

- C. Discussion** – Water moratorium areas and maps of affected locations. Bryan Price, Utility Director presented maps of the Oak Grove and North Pinson Road areas. He reported they have a lot of request for taps in these areas but cannot provide them. The water plant cannot feed enough for that area saying nothing to pull from. Westmoreland will provide water when it is needed. Vice Mayor McDowell questioned when a contractor signed for waterlines and was approved, now there is a new rate. Price says this contractor has several approved and the letter has expired on some.

Adjournment

Motion was made to adjourn the meeting at 7:46 pm.

Mike Callis, Mayor

Patricia Keen, City Recorder

Resolution

City of Portland, Tennessee

No. 23 – 23

RESOLUTION TO INVEST CITY FUNDS IN THE STATE OF TENNESSEE’S LOCAL INVESTMENT POOL (LGIP)

WHEREAS, the Tennessee State Treasurer operates the State Pooled Investment Fund which includes the Local Government Investment Pool (LGIP); and

WHEREAS, Tennessee Coded Annotated (Title 9, Chapter 4, Part 7) provides legislation that authorizes investment for local governments and other political subdivision in the LGIP; and

WHEREAS, the objectives of LGIP are safety, liquidity, and a competitive return on investment; and

WHEREAS, by creating a safe, liquid, and efficient opportunity available to all local governments, City officials are given an option to invest taxpayer and rate payer funds until they are needed, while earning the same return on investments as the State Treasurer; and

WHEREAS, after careful review, the City of Portland wishes to invest in the State of Tennessee’s Local Investment Pool; and

WHEREAS, the Finance Director will provide quarterly reports to City Council on the investment of LGIP funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Portland approve the investment of City funds into the Local Government Investment Pool of the State of Tennessee.

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023

Resolution

City of Portland, Tennessee

No. 23 - 24

INITIAL RESOLUTION AUTHORIZING THE INCURRENCE OF INDEBTEDNESS BY THE CITY OF PORTLAND, TENNESSEE, OF NOT TO EXCEED \$5,000,000, BY THE EXECUTION WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, OF A LOAN AGREEMENT TO PROVIDE FUNDING FOR CERTAIN WATER AND SEWER SYSTEM PROJECTS

WHEREAS, it is necessary and in the public interest of the City of Portland, Tennessee (the "City"), to incur indebtedness, through the execution with The Public Building Authority of the City of Clarksville, Tennessee (the "Authority"), of a loan agreement (a "Loan Agreement"), for the purpose of financing water and sewer system projects, as hereinafter more fully described.

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

Section 1. For the purpose of financing all or a portion of the costs of the extension, construction, improvement, and equipping of the water and sewer systems of the City, including but not limited to, the water plant upgrade, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to incurring the indebtedness (collectively, the "Project"), the City is hereby authorized to incur indebtedness in the amount of not to exceed \$5,000,000, for the financing of the Project through the execution of a Loan Agreement with the Authority. The rate of interest payable pursuant to the provisions of a Loan Agreement shall be a fixed rate, which can be reset at certain intervals, which rate shall not exceed the maximum rate of interest permitted under the laws of the State of Tennessee.

Section 2. The indebtedness evidenced by the Loan Agreement shall be payable from funds of the City legally available therefor and to the extent necessary from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the City, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the City will be irrevocably pledged. The indebtedness shall be additionally payable from, but not secured by, revenues of the water and sewer systems, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such water and sewer systems, and to a prior pledge of such revenues in favor of other obligations of the Town payable solely from revenues of the water and sewer systems; and provided further, that the indebtedness shall be subordinate to any outstanding SRF loans of the City;.

Section 3. The Loan Agreement shall be executed pursuant to the provisions of Title 9, Chapter 21, Tennessee Code Annotated, as amended (the "Act"), and Title 12, Chapter 10, Tennessee Code Annotated, as amended.

Section 4. After the adoption of this Resolution, the City Recorder is directed to cause this Resolution, with the notice prescribed by the Act, to be published in full once in a newspaper published and having general circulation in the City.

NOTICE

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition, signed by at least ten percent (10%) of the registered voters of the City of Portland, Tennessee, shall have been filed with the City Recorder of the City of Portland, Tennessee, protesting the incurrence of the indebtedness by the execution of the Loan Agreement, such Loan Agreement will be executed, as proposed.

Section 5. This Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023

STATE OF TENNESSEE)
COUNTY OF SUMNER)

I, Rachel Slusser, hereby certify that I am the duly qualified and acting City Recorder of the City of Portland, Tennessee (the "City"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said City held on March 6, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$5,000,000 by said City; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said City this 6th of March, 2023.

City Recorder

(SEAL)

Resolution
City of Portland, Tennessee

No. 23 - 25

RESOLUTION AUTHORIZING A LOAN PURSUANT TO A LOAN AGREEMENT BETWEEN THE CITY OF PORTLAND, TENNESSEE, AND THE PUBLIC BUILDING AUTHORITY OF THE CITY OF CLARKSVILLE, TENNESSEE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND OTHER DOCUMENTS RELATING TO SAID LOAN; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID LOAN AND THE PAYMENT OF SUCH INDEBTEDNESS; CONSENTING TO THE ASSIGNMENT OF THE CITY'S OBLIGATION UNDER SUCH LOAN AGREEMENT; AND, CERTAIN OTHER MATTERS

WHEREAS, the Board of Mayor and Aldermen (the "Board"), of City of Portland, Tennessee (the "City"), has determined that it is necessary to finance the costs of certain "public works projects", as defined in Title 9, Chapter 21, Tennessee Code Annotated, as from time to time amended and supplemented, consisting of financing all or a portion of the costs of the extension, construction, improvement, and equipping of the water and sewer systems of the City, including but not limited to, the water plant upgrade, the acquisition of all property real and personal appurtenant thereto and connected with such work, to pay all legal, fiscal, administrative, architectural, and engineering costs incident thereto, and to pay costs incident to the issuance of the Bond and the loan of the proceeds thereof to the City (collectively, the "Project"), by obtaining a loan from The Public Building Authority of the City of Clarksville, Tennessee (the "Authority");

WHEREAS, it has been determined by the Board of the City to be in the best interests of the City to finance the Project through The Tennessee Municipal Bond Fund fixed rate loan program;

WHEREAS, the Authority has been established pursuant to the provisions of Title 12, Chapter 10, Tennessee Code Annotated, as amended (the "Act"), and is authorized pursuant to the provisions of the Act to issue its bonds from time to time, in one more series, and to loan the proceeds thereof to the City for the above described purposes;

WHEREAS, in order to effectuate the program, the Issuer has authorized and approved by its Resolution, adopted July 13, 2022, the issuance of its Local Government Loan Program Bonds, in an aggregate principal amount not to exceed \$300,000,000;

WHEREAS, the Authority will issue its Local Government Loan Program Bond, Series 2023 (City of Portland Water and Sewer System Loan) (the "Bond"), in the principal amount of not to exceed \$5,000,000, and loan the proceeds thereof to the City, pursuant to the provisions of a Loan Agreement, by and among the City, the Authority, and the Purchaser, as hereinafter defined, to be dated the date of issuance and delivery (the "Loan Agreement");

WHEREAS, the Board of the City, on the date hereof, adopted an Initial Resolution authorizing the borrowing of funds and the incurring of indebtedness for the purpose of financing the Project in the amount of not to exceed \$5,000,000, and the City Recorder has been instructed to publish such Initial

Resolution together with the Notice required by Section 9-21-206 of Tennessee Code Annotated, as amended, in a local newspaper in the Municipality;

WHEREAS, the indebtedness evidenced by the Loan Agreement shall be payable from any and all funds of the Town legally available therefor, including, but not necessarily limited to, ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the Town, without limitation as to time, rate, and amount and for the punctual payment of said principal of, premium, if any, and interest on, the Loan Agreement, the full faith and credit of the Town will be irrevocably pledged; provided, however, that it is the intention of the Town that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues of the water and sewer systems, subject only to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such water and sewer systems, and to a prior pledge of such revenues in favor of other obligations of the Town payable from revenues of the water and sewer systems; and further provided that the debt evidenced by the Loan Agreement shall be subordinate to any of the City's outstanding SRF loans; and,

WHEREAS, the Bond is to be secured by and contain such terms and provisions as set forth in a Bond Purchase Agreement, entered into between the Authority and the purchaser of the Bond (the "Purchaser").

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

Section 1. Approval of the Loan. (a) For the purpose of providing funds to finance the Project and to pay costs incident to the issuance and sale of the Bond and the loan of the proceeds thereof to the City, the loan to the City from the Authority is hereby authorized in the principal amount of not to exceed \$5,000,000, and the City is hereby authorized to borrow such funds from the Authority (the "Loan").

(b) The Bond to be issued by the Authority shall bear interest at a fixed rate to be determined at the time of the issuance of the Bond, as provided in the Loan Agreement. The Mayor and City Recorder are authorized to enter into the Loan Agreement, such Loan Agreement to bear interest at a fixed rate, as the Mayor and City Recorder shall determine is in the best interest of the City. The City shall make payments of interest and principal in the amounts and on the dates set forth in the Loan Agreement from the sources and funds described herein and in the Loan Agreement. The final rate of interest payable on the Loan Agreement shall not exceed the maximum rate of interest permitted by applicable law. The Loan Agreement shall be for a term of twenty-five years. The final principal and interest payment dates, final interest rate payable, amortization of principal amounts of the loan evidenced by the Loan Agreement, and prepayment provisions of such Loan Agreement, may be established by the Mayor and the Purchaser, at the time of the sale of the Bond and the execution and delivery of the Loan Agreement, as shall be determined to be in the best interests of the City, in accordance with the terms of this Resolution and the Loan Agreement. If the City enters into the Loan Agreement with the Authority to finance the Project, the rate of interest payable on the loan includes an annual administration fee equal to fifteen basis points (0.15%), payable to TMBF, as the program administrator, by the Purchaser, to be paid from each periodic payment of interest on the Loan Agreement, based on the outstanding principal amount of the loan.

(c) **The Board of the City understands and is aware that the Purchaser has the option to put the Bond for purchase to the Authority during the term of the Loan (the "Put Option"), at certain intervals upon not less than one hundred eighty days' written notice to the Authority, the Tennessee Municipal Bond Fund, as administrator, and the City.**

The Board is aware of the risks and benefits associated with the Loan and the Put Option. The Board finds that the repayment structure of the Loan (including the Put Option) is in the public interest of the City.

The Board further agrees that it is willing to pay additional issuance costs associated with the refunding of the Loan and related Bond in the event the Put Option is exercised by the Purchaser. In the event that the Put Option is exercised by the Purchaser, and the City is unable to pay the Loan amount in full on such date and no subsequent holder can be determined, the Board commits to refund the Loan in the following manner:

(x) the Board shall submit a plan of refunding to the Comptroller or Comptroller's designee;

(y) the final maturity of the refunding debt obligation will not extend beyond the final maturity of the original Loan; and,

(z) the debt service structure of the refunding debt obligation will be substantially similar to or more declining than the debt structure of the original Loan.

The Board has not retained an independent municipal advisor in connection with the Loan. The Board understands and acknowledges that the Purchaser does not owe a fiduciary duty to the City and that the Purchaser is acting for its own business and commercial interests. The Board has consulted with such advisors and experts as it deems appropriate before the consideration and adoption of this Resolution.

Section 2. Approval of Loan Agreement. The form, terms, and provisions of the Loan Agreement are in the best interest of the City and are hereby approved and the Board hereby authorizes the Mayor and the City Recorder of the City to execute and deliver such Loan Agreement, such Loan Agreement to be in substantially the form of the Loan Agreement presented to this meeting, the execution of such Loan Agreement by the Mayor and the City Recorder to evidence their approval of any and all changes to such Loan Agreement, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement. The City further agrees to comply with, and to enable the Authority to comply with, all covenants and requirements contained in the Bond Purchase Agreement and that certain Tax Exemption Certificate to be executed by the Authority at the time of the issuance of the Bond.

Section 3. Fulfillment of Obligations. The Board of the City is authorized and directed to fulfill all obligations of the City under the terms of the Loan Agreement.

Section 4. Tax Levy. There shall be levied and collected in the same manner as other ad valorem taxes of the City on all taxable property within the corporate limits of the City without limitation as to time, rate, or amount, to the extent necessary in the event funds of the City legally available to pay the indebtedness evidenced by the Loan Agreement are insufficient, a tax sufficient to pay when due the amounts payable under the Loan Agreement, as and when they become due, and to pay any expenses of maintaining and operating the Project required to be paid by the City under the terms and provisions of the Loan Agreement. For the prompt payment of the Loan Agreement, both principal and interest, as the same shall become due, the full faith and credit of the City are irrevocably pledged.

It is the intention of the Town that the indebtedness evidenced by the Loan Agreement shall be additionally payable from, but not secured by, the revenues to be derived from the operation of the water

and sewer systems, subject to the payment of reasonable and necessary costs of operating, maintaining, repairing, and insuring such water and sewer systems, and to any pledge of such revenues in favor of other obligations of the water and sewer system payable solely from the revenues of such water and sewer systems, and provided further, that the indebtedness evidenced by the Loan Agreement shall be subordinate to any outstanding SRF loans of the City.

Section 5. Approval of Bond and Bond Purchase Agreement. For the purpose of providing funds to make the loan to the City evidenced by the Loan Agreement, as provided herein and in the Loan Agreement, and to pay legal, fiscal, and administrative costs incident thereto, including costs incident to the issuance and sale of the Bond related to the Loan Agreement, the issuance and sale of the Bond by the Authority in connection with the Loan Agreement is hereby approved. The City further approves the execution and delivery of the Bond Purchase Agreement by the Authority in connection with the issuance of the Bond.

Section 6. Disposition of Proceeds. The proceeds from the sale of the Bond shall be paid, from time to time, to the official of the Municipality designated by law as the custodian of the funds, upon submission of a requisition for such funds by the Municipality to the Purchaser, in accordance with the terms of the Loan Agreement. Such proceeds shall be disbursed from time to time solely to finance the costs of the Project and to pay costs of issuance incurred in connection with the issuance of the Bond and the loan of the proceeds thereof to the Municipality. Any monies remaining in the Project Fund after completion of the Project shall be used to pay debt service on the Bond.

Section 7. Consent to Assignment. The City hereby consents to the assignment of all of the Authority's right, title, and interest in and to the Loan Agreement as security for the Bond to which such Loan Agreement relates, except for certain reserved rights of the Authority, to the Purchaser.

Section 8. Arbitrage Certification. The City recognizes that the Purchaser of the Bond will have accepted it on, and paid therefor a price, that reflects the understanding that interest thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bond. In this connection, the City agrees that it shall take no action which may cause the interest on the Bond to be included in gross income for federal income taxation. It is the reasonable expectation of the Board of the City that the proceeds of the Bond will not be used in a manner which will cause the Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code, and to this end the proceeds of the Bond and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Board further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bond to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bond from becoming taxable. The Mayor and City Recorder, or either of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bond as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.

Section 9. Miscellaneous Acts. The Mayor, the City Recorder, the Finance Director, the City Attorney, and all other appropriate officials of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, in connection with the execution of the Loan Agreement and the issuance of the Bond by the Authority, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion, be necessary or desirable

to implement or comply with the intent of this Resolution or any of the documents herein authorized and approved.

Section 10. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 11. Severability. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, ordinance, or provisions shall not affect the remaining provisions of such Resolution.

Section 12. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the City requiring it.

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023.

STATE OF TENNESSEE)
COUNTY OF SUMNER)

I, Rachel Slusser, hereby certify that I am the duly qualified and acting City Recorder of the City of Portland, Tennessee (the "City"), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Mayor and Aldermen (the "Board"), of said City held on March 6, 2023; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the borrowing of funds and the incurring of indebtedness in the amount of not to exceed \$5,000,000 by said City; (4) that the actions by said Board including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purpose; and, (5) that a quorum of the members of said Board was present and acting throughout said meeting.

WITNESS my official signature and the seal of said City this 6th of March, 2023.

City Recorder

(SEAL)

Resolution

City of Portland, Tennessee

No. 23 - 26

RESOLUTION TO APPLY FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT ADMINISTERED THROUGH THE FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION (FEMA)

WHEREAS, the Portland Fire Department recognizes the need to meet the standards for staffing a 1st Alarm assignment to a residential structure fire as set forth by NFPA 1710; and

WHEREAS, the fire department has determined that to reach this staffing level expediently, a need for outside funding is required.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Portland that the Portland Fire Department is authorized to apply for a SAFER Grant for 15 additional line personnel.

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023.

RESOLUTION
City of Portland, Tennessee

No. 23 - 27

A RESOLUTION TO HIRE A FULL-TIME ADMINISTRATIVE ASSISTANT FOR THE PLANNING DEPARTMENT

WHEREAS, The Planning Department has been evaluating the need for a full-time administrative assistant; and

WHEREAS, Currently the Planning Department has a part-time admin working approximately 16 hours per week and a part-time planner working 4 to 8 hours per week; and

WHEREAS, The current work load of reviews, permits, and zoning inquiries has grown to a level where current staffing is no longer adequate; and

WHEREAS, The position of Admin Assistant for the Planning Department has been authorized in Ordinance #21-03; and

WHEREAS, In order to expedite the work load and meet deadlines the hiring of a full-time administrative assistant for the Planning Department is hereby requested; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the position of administrative assistant be advertised for and hired once a candidate is selected; and

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

Mike Callis, Mayor

City Recorder

Approved this the 6th day of March 2023

RESOLUTION

City of Portland, Tennessee

No. 23 - 28

A RESOLUTION TO CONFIRM RACHEL SLUSSER AS CITY RECORDER FOR THE CITY OF PORTLAND

WHEREAS, The Portland City Charter Article III Section 2 authorizes the appointment of officers listed as City Recorder, City Attorney, and the City Judge; and

WHEREAS, The Portland City Charter Article III Section 2 and Article V Section 1 provides that the Council and Mayor by majority vote elect such officers; and

WHEREAS, Tennessee Code Annotated 6-54-120 requires that municipal clerks and recorders become certified and maintain certification with continuing education; and

WHEREAS, The Finance Director Rachel Slusser is a Certified Municipal Finance Officer and a Certified City Clerk/Recorder and has consented to serve as an appointed officer of the City as the City Recorder; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that Rachel Slusser is hereby confirmed as City Recorder; and

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

Mike Callis, Mayor

City Recorder

Approved this the 6th day of March 2023.

RESOLUTION

City of Portland, Tennessee

No. 23 - 29

A RESOLUTION TO RE-APPOINT JACK FREEDLE AS CITY JUDGE FOR THE CITY OF PORTLAND

WHEREAS, The Portland City Charter Article III Section 2 authorizes the appointment of officers listed as City Recorder, City Attorney, and the City Judge; and

WHEREAS, The Portland City Charter Article III Section 2 and Article V Section 1 provides that the Council and Mayor by majority vote elect such officers; and

WHEREAS, Article X of the Portland City Charter list the qualifications, duties, and authority for that of a City Judge; and

WHEREAS, Jack Freedle is currently serving as City Judge with a term that ends May 31, 2023 and has consented to serve another four-year term as the City Judge and if confirmed his term would end May 31, 2027; and

WHEREAS, The current salary for City Judge is \$1000 per month and it is recommended that the salary be increased to \$1200 per month; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that Jack Freedle is hereby confirmed as City Judge along with an increase in salary; and

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

Mike Callis, Mayor

City Recorder

Approved this the 6th day of March 2023

Ordinance

City of Portland, Tennessee

No. 23 - 03

Second Reading

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

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

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

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

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

Mike Callis, Mayor

City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading: March 6, 2023

Resolution
City of Portland, Tennessee

No. 23 - 30

**A RESOLUTION APPROVING THE RE-APPOINTMENT OF MEMBER MIKE HALL
TO THE PORTLAND AIRPORT AUTHORITY**

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

WHEREAS, the term of one member, Councilman Mike Hall expired in November of 2022 and Mr. Hall was re-elected and has consented to serve another term on the board; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that Councilman Mike Hall is hereby re-appointed to serve on the Airport Authority of the Portland Municipal Airport; and

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

Mike Callis, Mayor

City Recorder

Approved this the 6th day of March, 2023

Ordinance

City of Portland, Tennessee

No. 23 - 04

Second Reading

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

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

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

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

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

Mike Callis, Mayor

City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading: March 6, 2023

Ordinance

City of Portland, Tennessee

No. 23 - 07

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH ATIS GOLF LAND WATER FOR PLANNING AND DESIGN SERVICES FOR DOGWOOD HILLS GOLF COURSE IRRIGATION SYSTEM

WHEREAS, The City of Portland would like to enter into an agreement with ATIS Course Land Water for the planning/design phase for the irrigation system; and

WHEREAS, The City of Portland and ATIS Golf Water Land Water have agreed the Planning and Design Phase would include Pre-Design, Finalize Irrigation Design and Bid Package Administration; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to enter into an agreement with **ATIS Golf Land Water** in the amount of **\$8,000** for the Planning and Design Phase of the irrigation system at Dogwood Hills Golf Course.

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

Mike Callis, Mayor

City Recorder

Passed First Reading: March 6, 2023

Passed Second Reading:



ATIS Golf Land Water

February 22, 2023

Dogwood Hills Municipal Golf Course

1224 S Broadway
Portland, TN 37148

Contact

Marty Bullington

Dogwood Hills Municipal Golf Course
mbullington@cityofportlandtn.gov
(615) 714-7011

Mr. Bullington:

Thank you for you and the golf course teams time to discuss your golf course irrigation needs yesterday. I appreciate the opportunity and present this proposal for the irrigation design & construction consulting services for **Dogwood Hills Municipal Golf Course** in Portland, Tennessee. This proposal is for the irrigation design and construction services on the **9 hole** golf course. We can provide a separate proposal for other associated landscape or common areas if necessary based on that scope work.

We have provided golf course irrigation design and consulting across the southeast and abroad for many years. A few of our projects in the region are listed below.

The Honors Course – Ooltewah, TN
Gatlinburg Golf Course – Pigeon Forge, TN
Springdale Country Club – Canton, NC
High Hampton Resort – Cashiers, NC
Butternut Creek – Blairsville, GA
Pleasant Valley Country Club– Little Rock, AR.
Indian Hills Golf Club – Murfreesboro, TN
Indian Springs Golf Club-Louisville, KY
Cherokee Town & Country Club – Atlanta, GA
Georgia Tech Golf Facility - Atlanta, GA
Cabot St Lucia – Point Hardy – St Lucia
Aurora Anguilla Resort & Golf Club – Rendezvous Bay, Anguilla,
Club de Villa Golf Club – Lima, Peru
Apes Hill Golf Club – St James, Barbados, West Indies

“Golf Land & Water Solutions”



ATIS Golf Land Water

Our firm is based in Christiana, Tennessee. We are just 60 miles from your course so we would always be only a short drive away. All our plans and asbuilts are plotted in color for ease of use. Plans and documents are kept up-to-date on our “WeTransfer” cloud site for use by the owner, golf and landscape architects, engineering firms, contractors and vendors. This proposal **includes all** necessary on-site planning meetings and Travel expenses.

Site Visits are included with several of our services, so we gain a better understanding of the projects. This is generally at the beginning of the project, during the design phase, throughout the bid process, and during construction. Other visits may be required on an as needed basis. Typically, site visit fees and travel expenses are included in our proposal numbers for projects within a few hundred miles of our office. We adjust our proposals for international projects according to the costs associated with that project location.

The construction phase site visits for staking and construction monitoring are setup in a similar manner and continue throughout the project as the construction progresses.

Please let me know if I need to make any adjustments or if you have any questions. I really appreciate the opportunity to potentially work with you and your team on your upcoming project.

If selected for the project we can begin work right away and have the project ready to go out to bid within 2 weeks.

Sincerely,

Trevor Holman

Director

ATIS Golf Land Water
487 Daddy Green Rd.
Christiana, TN 37037
Cell: 561-371-1815
Skype: Name: trevor.holman1

atis@golflandwater.com
www.golflandwater.com

“Golf Land & Water Solutions”



ATIS Golf Land Water

Irrigation Design & Construction Consulting Proposal

Dogwood Hills Municipal Golf Course

1224 S Broadway
Portland, TN 37148

Planning/Design Phase

Step 1 -Pre-Design Consulting / Preliminary Irrigation Design Services

ATIS will coordinate will provide the following pre-design planning:

- Coordinate water use planning/permitting with the golf architect, the Owner and other engineering firms/consultants as required.
- Estimate golf course water requirements based on acreage, local weather, turf/landscape, site conditions and management practices.
- Evaluate and coordinate water quality testing.
- Identify options in dealing with water quality issues such as treatment, filtration, etc.
- Provide golf course pump system capacity calculations and planning based on projected water requirements.
- Prepare preliminary pump system planning or inspection to include pump/motor sizing, placement and model selection, specifications, installation drawings, intake/wet well design, pump house requirements, minimum floor plan and electrical requirements. Filtration, water treatment, fertigation/ chemical injection or pump house building design will be additional. Pump design to accommodate expansion in phases if necessary.
- Travel to the project is included in this proposal
- Does not include any water transfer system design if needed.
- Establish sprinkler design criteria with golf architect and golf course superintendent/owner's representative. Revisions to the preliminary plan will be made at no charge.
- Prepare preliminary **9-hole** golf course sprinkler layout, coverage plan and mainline routing.
- Prepare preliminary existing drainage repair and layout plan.
- Plans will be updated and made continually available for review online for the architect, owner, contractor and vendors in PDF and .dwg formats via our cloud site at WeTransfer.
- Perform piping system hydraulic analysis.
- Develop Budget/Cost estimates for bid purposes.
- Includes on-site fact gathering and planning meetings as needed to evaluate the existing conditions, etc.

“Golf Land & Water Solutions”



ATIS Golf Land Water

Step 2 – Finalize Irrigation Design (9-Holes)

ATIS will finalize the design documents to include the following:

- Finalize sprinkler layout, lateral pipe routing, pipe size, valve sizes and locations.
- Control system design to include satellite placement and sizing, power source locations, wire routing and size and central communication requirements.
- Stub-outs to any landscape areas are included. Non-golf irrigation design is not included.
- Material and installation detail drawings and specifications.
- Finalize pump system planning to include any modifications necessary to bring up to code or accommodate the redesigned irrigation system.
- Finalize mainline routing & sizing
- Finalize drainage repair and layout plan.
- Consider Value Engineering options to help meet target budgets.

Step 3 - Bid Process Administration

ATIS will prepare the following documents and bid administration services:

- Prepare bid documents that include a detailed material take-off of sprinklers, satellites, and any other irrigation materials for suppliers to quote. A material takeoff for pipe, wire, fittings, valves, joint restraints and miscellaneous materials will be provided.
- Bid document will include a product submittal section for Contractors and vendors.
- Attend a pre-bid meeting with contractors and vendors to ensure fair and competitive bidding.
- Review bids (on site or in office) to monitor compliance with the plans and specifications and submittals to prevent errors and omissions.
- Evaluate bids and assist with the award of the contract in conjunction with the owners' representative and golf course architect.
- Provide value engineering of bids to accommodate budget restraints if needed. Revisions to the construction plan based on value engineering revisions are not included.
- Assist in negotiation of final contracts with contractor and material suppliers as needed.
- Includes an on-site visit for the pre-bid meeting.

“Golf Land & Water Solutions”



ATIS Golf Land Water

Construction Phase

Sprinkler Staking, System Layout, and Construction Inspection

ATIS will provide the following site services during construction:

- ATI will flag the location of sprinklers, satellites, valves and mainline routing for the contractor in conjunction with input from the golf course superintendent and or golf architect.
- The location of these points will be mapped using sub-meter GPS.
- Color plots at 8 ½" x 14" per hole of the GPS locations of these components will be promptly supplied to the installer for their field notes. This information will be used to develop the golf irrigation system asbuilts.
- Sprinkler station numbers will be added to the sprinkler locations to allow for proper programming of the computer and or satellites once setup and established.
- Prepare and keep updated a project tracking spreadsheet of as-staked sprinkler quantities in comparison to as-designed/bid quantities.
- Includes site visits for sprinkler staking, mainline routing and valve location. This proposal **includes** Travel Expenses.

Construction Monitoring

- ATIS will assist in providing an initial material inspection to ensure that the Contractor and Material Suppliers meet the requirements of the design, specifications and submittals.
- Arrange a pre-construction meeting and contractor training seminar in PVC joint restraint / HDPE installation, wiring and grounding techniques.
- Provide installation monitoring regarding scheduling, materials, pipe depth, compaction, wiring and splices, joint restraint installation, cleanup and as-built field notes.
- Perform a final walk through and punch list upon completion of the work by the Contractor.
- Includes site visits for periodic inspections with site reports as needed and a final walkthrough to be performed throughout the progress of the project along with the staking process.

GPS As-Built

ATIS will provide the following GPS irrigation As-Built services:

- Create a GPS base map of the course features to include greens, tees, fairways, bunkers, cart paths and lake perimeters.
- Location of all new golf sprinklers, specialty valves, isolation valves, main line piping, quick couplers, wire splices and other installed point features will be mapped using GPS and incorporated into the base map.

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ATIS Golf Land Water

- Use the contractor field notes to add the lateral pipe routing and size, wire routing and size.
- Include station numbers from the sprinkler staking GPS points previously provided to the Contractor by ATIS.
- The As-built data will be provided on an 8" x 14" PDF page reflecting each fairway for field use. This data will also be provided on a 30" x 42" - 1"=100' scale PDF digital file ready printing and wall mounting.

Irrigation System Programming

ATIS will provide the following irrigation computer programming services:

- Field database entry of sprinkler and satellite data
- Hydraulic flow management data entry
- Basic programs and schedules
- Conversion of the GPS digital image to a graphic file compatible with the central irrigation control system.
- Combining of database information with the irrigation map
- Installation, training and support coordinated with the local distributor

Reimbursable Expenses

Additional Plotting, printing, blueprinting and lamination, Water Tests, Wire Transfer Fees, Shipping, Printing, and Taxes not included in steps previously listed above.

\$100US - Hourly fee for revisions or work requested beyond the scope provided above

\$1,000US - Additional site visit fee per day including travel expenses

Terms and Conditions

A 20% retainer for the Planning/Design Phase services and travel expense budget is due upon signing the contract. A 20% retainer for the Construction Phase services will be invoiced upon commencement of that phase of the work. All fees are typically due in 25% phases upon completion of the work. The 20% retainer will be deducted from the final invoice for each Step. This proposal **includes** Travel Expenses. A service charge of 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice. This proposal is valid until **August 23, 2023**. *Additional Terms TBD.*

Submittal

Please sign and return to accept the proposal. An invoice will be prepared based on the elected services proposed, terms, and conditions. This signed document can be used as an agreement or if necessary, a simple contract will be put together reflecting the elected services. All fees listed in US Dollars.

"Golf Land & Water Solutions"



ATIS Golf Land Water

Golf Course Irrigation Design & Consulting

Dogwood Hills Municipal Golf Course

1224 S Broadway
Portland, TN 37148

Acceptance:

Please sign and return to accept the proposal.

Planning/Design Phase (\$8,000)

(A portion of Step 1 services can be used for the Budget Bid Design to establish project budgets and later used to complete the irrigation design.)

Step 1 - Pre-Design Consulting / Preliminary Irrigation Design Services.....\$3,500
Step 2 - Finalize Irrigation Design (9-Holes).....\$3,500
Step 3 - Bid Process Administration).....\$1,000

**The system is quoted to be designed as either a HDPE or PVC pipe system with Two Wire or Satellite controls. Alternative or multiple pipe and or control system designs would require additional fees.*

Construction Phase (\$17,500)

Sprinkler Staking, System Layout, and Construction Inspection	\$10,000
GPS As-Built	\$5,000
Irrigation System Programming	\$2,500

**Grand Total Irrigation Design and Construction Services
(9-Holes With Travel Expenses) = \$25,500**

**This proposal includes site visits and travel expenses for all necessary design and construction services.*

Accepted by:

Title

Date

“Golf Land & Water Solutions”



ATIS Golf Land Water

“Golf Land & Water Solutions”

ATIS GOLF LAND WATER
487 DADDY GREEN RD. CHRISTIANA, TN 37037
PHONE (561) 371-1815 * WWW.GOLFLANDWATER.COM

Resolution

City of Portland, Tennessee

No. 23 - 31

RESOLUTION FOR THE CITY OF PORTLAND TO SUBMIT AN APPLICATION TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATIONS' 2023 PUBLIC PARKS RECREATION GRANT

WHEREAS, the City of Portland supports the need for continued recreational activities within Portland; and

WHEREAS, the Tennessee Department of Environment and Conservation's Recreation Resources Services Division is accepting applications for the 2023 Public Parks and Recreation Grant Cycle.

NOW THEREFORE BE IT RESOLVED THAT the City of Portland will apply for 2023 Public Parks and Recreation funds for the purpose of making improvements within the existing park system; and

BE IT FURTHER RESOLVED THAT the City of Portland will provide the required match of fifty percent of the total project cost as identified in the grant application; and

BE IT FURTHER RESOLVED THAT the City of Portland will accept financial responsibility of any cost overruns needed to complete the project as proposed and in compliance with grant requirements; and

BE IT FURTHER RESOLVED THAT the City will register the Notice of Limitation of Use against the Warranty Deed for the Park if the proposed project is funded; and

BE IT FURTHER RESOLVED THAT the project will meet all Federal, State, and Local regulations including but not limited to the Americans with Disabilities Act; and

BE IT FURTHER RESOLVED THAT the project will be completed within three (3) years of the project contract start date; and

BE IT FURTHER RESOLVED THAT Mayor Mike Callis, as the Chief Elected Official, is authorized and is hereby instructed, to sign all papers in connection with said resolution.

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023

Resolution

City of Portland, Tennessee

No. 23 - 32

RESOLUTION FOR ENGINEERING SERVICES FOR TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION'S 2023 PARKS AND RECREATION GRANT APPLICATION AND PROJECTS IF SUCCESSFULLY FUND

WHEREAS, the City of Portland, Tennessee is applying for financial grant assistance as provided under the Tennessee Department of Environment and Conservation's Recreation Recourses Division FY 2023 Parks and Recreation Grant Programs; and

WHEREAS, the Board of Mayor and Aldermen of the City of Portland finds it in the City's best interest to secure the assistance of an experienced and qualified engineering firm to assist in the preparation and implementation of a recreation project under the City's 2023 Parks and Recreation Grant Project; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional engineering firms; and

WHEREAS, the City of Portland has determined that OHM Advisors has the most appropriate experience, background and qualifications to provide said services; and

WHEREAS, OHM Advisors will conduct the work necessary to complete the Parks and Recreation Grant application, and in the event the project is successfully funded, OHM Advisors will assist in the engineering design and implementation of the project.

NOW, THEREFORE BE IT RESOLVED that Board of Mayor and Aldermen of the City of Portland hereby selects OHM Advisors to provide assistance in the preparation and implementation of the City of Portland's 2020 Parks and Recreation Grant project.

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023

Resolution

City of Portland, Tennessee

No. 23 - 33

RESOLUTION TO HIRE COMMUNITY DEVELOPMENT PARTNERS, LLC FOR ADMINISTRATIVE SERVICES FOR THE WORK NECESSARY TO COMPLETE THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATIONS' 2023 PARKS AND RECREATION GRANT APPLICATION AND ASSIST IN PROJECT ADMINISTRATION IF SUCCESSFULLY FUNDED

WHEREAS, the City of Portland, Tennessee is applying for financial grant assistance as provided under the Tennessee Department of Environment and Conservation's Recreation and Education Services FY 2023 Parks and Recreation Grant Programs; and

WHEREAS, the Board of Mayor and Aldermen of the City of Portland finds it in the City's best interest to secure the assistance of an experienced and qualified professional administrative management services firm to assist in preparing and administering a recreation project under the City's 2023 Parks and Recreation Grant program; and

WHEREAS, in compliance with pertinent State regulations, the City has solicited and evaluated statements of qualifications of interested professional administrative assistance firms; and

WHEREAS, Community Development Partners, LLC will conduct the work necessary to complete the Parks and Recreation Grant Application on a no-cost basis, and in the event the project is successfully funded, Community Development Partners, LLC will assist in the administration of the project.

NOW, THEREFORE BE IT RESOLVED that the Board of Mayor and Aldermen of the City of Portland hereby selects Community Development Partners, LLC to provide assistance in the preparation and administration of the City of Portland's 2023 Parks and Recreation Grant project.

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March 2023

Resolution
City of Portland, Tennessee

No. 23 - 34

A RESOLUTION AUTHORIZING APPROVAL TO ENTER INTO A CONTRACT WITH KLOBER ENGINEERING IN THE AMOUNT OF \$22,600 FOR CIVIL ENGINEERING SERVICES FOR THE PROPOSED PORTLAND POLICE DEPARTMENT RENOVATION AND EXPANSION

WHEREAS, The City of Portland had undertaken a project to renovate and expand the existing Portland Police Department building which includes extensive site planning; and

WHEREAS, Klobier Engineering has been recommended to provide the Civil master planning and construction plans for the project in the amount of \$22,600; and

WHEREAS, The funding for the services will be covered under the GO Bond appropriation for the Portland Police Department; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland authorize the mayor to enter into a contract with Klobier Engineering to provide the Civil Engineering services for the Portland Police Department renovation and expansion project; and

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

Mike Callis, Mayor

City Recorder

Approved this 6th day of March, 2023



Serving clients with Civil and Land Development Services

3556 Tom Austin Hwy, Suite 1
Springfield, Tennessee 37172
(615) 382-2000 Office
(888) 373-4485 Fax

January 30, 2023

Jason Williams
Chief of Police
Portland Police Department
433 N. Broadway
Portland, TN 37148

Re: **PROPOSAL** for Civil Engineering Services for Parcels 011.00 and 012.00 for a rehabilitated site plan for the police department.

Chief Williams,

Klobber Engineering Services (KES) is pleased to offer civil engineering services on the above referenced site. The estimated amount for described services provided by our firm in the **CIVIL BASE PROJECT** is listed below. This estimate is based on the information we received from previous conference calls with the City and the architect earlier this month.

All permit fees, review fees and tap fees are expected to be paid directly to the appropriate agencies by the owner or contractor if not listed in Civil Base Project below. Exceptions to the **Civil Base Project** are shown in the **ADDITIONAL CIVIL WORK** below. Additional work would be performed on a cost-plus and hourly basis using the rates indicated below in **Klobber Engineering Standard Rates**. **The estimated cost for additional services will be conveyed and agreed upon with the owner/developer before beginning work associated with the additional services.**

CIVIL BASE PROJECT

Full Survey: \$2,600

- Boundary and Topographic survey of Parcels 011.00 and 012.00

Conceptual Plans: \$4,000

- Two conceptual layouts based on the survey
- Zoning ordinance analysis
- Conceptual design meeting and follow up conference calls

Civil Construction Plans: \$16,000

- Coordination with surveyor
- Coordination with architectural and MP&E design
- Provide civil construction specifications to the architect of record
- Design and prepare the following:
 - Existing and Demolition Plan with Initial EP&SC
 - Site Layout Plan
 - On-Site Utility Plan (coordinated with other design disciplines)
 - Grading and Drainage Plan including stormwater treatment for quality and quantity (if required)
 - Intermediate EP&SC
 - Site Photometric Plan (coordinate with electrical engineer)
 - Stormwater calculations and drainage maps

- Final Stabilization Plan
- Construction Details
- Plan submittal and meetings with the applicable City of Portland staff to discuss comments and/or changes to the plans.
- Representation at the City of Portland Planning Commission meeting. (if required)

CIVIL BASE PROJECT TOTAL ESTIMATE: \$22,600

ANTICIPATED FEES (not included in civil base project, not exhaustive list)

- Third party engineering review fee: Unknown
- City of Portland Site Plan Application fee: Unknown

ADDITIONAL CIVIL WORK

Major modifications and/or redesign of the previously submitted and agreed upon layout and site plans due to significant changes requested by the owner or the city. Including, but not limited to, alterations of the proposed grading plan and/or site layout due to construction cost estimates.

- Site visits or meetings for construction administration (if required)
- Survey stake outs for construction
- Survey for as-built drawings and certifications
- Survey for any off-site utility expansions or upgrades
- Design of off-site utility expansions
- Survey and Design for any public roadway improvements
- ARAP permitting if required by TDEC
- USACE permitting and credit fees for wetland disturbance or elimination
- Geotechnical Testing and Reports
- Traffic Impact Studies
- Site retaining wall design
- All Plan reproductions at client's request beyond regulatory submittals
- Reimbursable expenses for mileage and postage

KLOBER ENGINEERING STANDARD RATES

All civil engineering work on this project would be performed according to the following rate schedule:

- | | |
|--|----------------------------|
| • Managing Principal | \$ 185 per hour |
| • Senior Project Manager | \$ 160 per hour |
| • Project Manager | \$ 135 per hour |
| • Project Engineer (PE) | \$ 135 per hour |
| • Project Engineer Intern | \$ 100 per hour |
| • Senior Civil Designer | \$ 115 per hour |
| • Civil Designer | \$ 100 per hour |
| • CAD Technician | \$ 85 per hour |
| • Mileage | \$ 0.67 per mile |
| • Reimbursable and Applicable expenses | Cost plus 15% |
| • Black and White Plotting | \$ 3/sheet (24x36) |
| • Color Plotting | Varies (\$6 to \$18/sheet) |

In contracting KES for professional services, you warrant that funds are available for compensation to KES for the total amount of services and expenses contracted and that these funds are neither encumbered nor contingent upon granting of approvals, permits or financial commitments by lending institutions or third parties.

INITIAL _____

Exhibit A – KES's General Provisions of Engineering is attached and incorporated as an integral part of this letter-type agreement.

If our proposal as outlined is acceptable to you, please indicate by initialing each page of this proposal and by affixing your signature on the line provided below. In addition, initial pages 1, 2, and 3 and place your signature on page 3 of Exhibit A. Please mail, email or fax the entire proposal package to KES so that we may also sign the documents and send you a copy.

Unless stated otherwise, we will bill at monthly intervals based on the percentage of completion as we progress. Accounts are due and payable within thirty (30) days of the date of invoice and are assessed a late payment charge of 1.5% per month of the overdue amount.

You or KES may terminate this agreement for reasons which may arise. In the event such termination becomes necessary, the party effecting termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall affect termination of the cause thereof, you shall, within thirty (30) calendar days of termination, remunerate KES for services.

The cost listed for the **Civil Base Project** in this agreement shall be valid up to 30 days after the date listed on the first page of the agreement. Anytime beyond 30 days, the agreement will be void and shall be reevaluated by Klobber Engineering Services if you wish to proceed.

Thank you for the opportunity to submit this proposal. If you have any questions regarding this matter, please contact me at (615) 382-2000, Ext. 1000.

Sincerely,



Josh Lyon, P.E.
President/Principal Engineer

Client-Accepted By: _____, _____
Print Name Authorized Signature

as _____ for _____
Title/ownership/officer Company Name

on this _____ day of _____ 2023.

Billing Information:

Client Name _____ Contact _____

Address _____ Phone _____

_____ Cell Phone _____

Email _____ Fax _____

INITIAL _____

KES-Accepted By: _____, _____
Print Name Authorized Signature

as _____ for KES, on this _____ day of _____ 2023.

INITIAL _____

ORDINANCE

City of Portland, Tennessee

No. 23 - 08

FIRST READING

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING UADDRESSED CORNER OF WT HARDISON STREET AND GIBSON STREET, SUMNER COUNTY TAX MAP 200, GROUP D, PARCEL 008.00 FROM R-15 (LOW DENSITY RESIDENTIAL) TO R-10 (LOW DENSITY RESIDENTIAL)

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 R-10 (Low Density Residential) by a vote of 7-0 at their February 21, 2023 meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from R-15 (Low Density Residential) to R-10 (Low Density Residential).

Approximately 0.25 +/- acres more or less, located at unaddressed corner of WT Hardison Street and Gibson Street as shown on the attached map.

For reference, see Record Book 1281, Page 799 in the Register's Office of Sumner County, Tennessee, and being shown as Tax Map 200, Group D, Parcel 008.00 in the Register's Office of Sumner County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become effect upon the passage on final reading, the public welfare requiring it.

Notice of the Public Hearing was published in the Portland Sun on _____ and Portland Leader on _____.

The Public Hearing was held on _____ at 5:00 PM at the City Council Meeting.

Mike Callis, Mayor

City Recorder

Passed First Reading: March 6, 2023

Passed Second Reading:



STAFF REPORT



City of Portland
Planning Commission
cityofportlandtn.gov
(615) 325-6776
100 S Russell Street
Portland, TN 37148

APPLICATION NUMBER
922894

PROPERTY ADDRESS
**WT Hardison Ave and
Gibson Street**

PUBLIC HEARING DATE
February 21, 2023

PRE-APP MEETING DATE
October 13, 2022

APPLICANT/PROPERTY OWNER
Kenneth Cline

PARCEL NUMBER
Map 200 D 008.00

SUMMARY OF REQUEST:

The applicant is proposing a rezone to the property, from R-15 to R-10 (Residential).

R-10 (Residential) districts are designed to provide suitable areas for low density residential development characterized by an open appearance. Generally, the residential development will consist of one- and two-family dwellings and such other structures as are accessory thereto.



CURRENT ZONING R-15	PROPOSED ZONING R-10	PERMITTED USES IN R-10 ZONING	AREA TO BE REZONED	Other Information:
CURRENT LAND USE Residential	PROPOSED LAND USE Residential	Administrative Services Dwelling, One Family, Detached Dwelling, Two Family, Detached Essential Public Transport, Communication and Utility Services	0.25 +/- Acres SQUARE FOOTAGE 11,058	Minimum Lot Requirement (R-10): 10,000 SF Lot SF: 11,058 SF Max Building Height: 35FT Development Area per Dwelling Unit: 7,500 SF Multi-Family is not permitted in R-10

STAFF NOTES:

1. Lot has a history of ponding water. Recent work by the city has been completed.
2. Payment in lieu of sidewalks need to be made prior to issuance of Land Disturbance Permit.

COMPATIBILITY with the SURROUNDING AREA:

The property is surrounded by residential districts and the R-10 request is contiguous with properties across the street to the south.



RESOLUTION
City of Portland, Tennessee
No. 23 - 35

A RESOLUTION TO APPOINT ONE MEMBER, TED JERNIGAN TO THE PORTLAND MUNICIPAL PLANNING COMMISSION

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

WHEREAS, There are now vacancies on the Municipal Commission: and

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

WHERE AS, Ted Jernigan has consented to serve a (3) three-year term: and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen hereby appoints Ted Jernigan to the Portland Municipal Planning Commission to serve a (3) three-year term that will begin on March 6, 2023, and expire on March 6, 2026; and

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

Mike Callis, Mayor

, City Recorder

Approved this 6th day of March 2023

STAFF REPORT

APPLICATION NUMBER
854327

PROPERTY ADDRESS

**Glendale Ave
Portland, TN**



City of Portland
Planning Commission
cityofportlandtn.gov
(615) 325-6776
100 S Russell Street
Portland, TN 37148

PUBLIC HEARING DATE
November 15, 2022

PRE-APP MEETING DATE
NA

APPLICANT/PROPERTY OWNER
David Lane

PARCEL NUMBER
020P B 032.00

SUMMARY OF REQUEST:

The applicant is requesting to purchase the city alleyway that connects Glendale Ave and Gibson St. Utilities has stated that the alley needs to have an access easement.

Steps:

1. Abandonment of the alley by City Council.
2. The property will then be available for sale to a private entity.
3. The purchaser will need to purchase the land from the city utilizing normal processes.
4. Surrounding neighbors will be contacted.
5. A consolidation plot will need to be created by the purchaser's surveyor if they intend to combine the newly purchased land with current property.



CURRENT ZONING

R-10

CURRENT LAND USE

Residential

AREA TO BE ABANDONED

0.239 +/- Acres

PROPOSED DENSITY

NA

ZONING HISTORY:

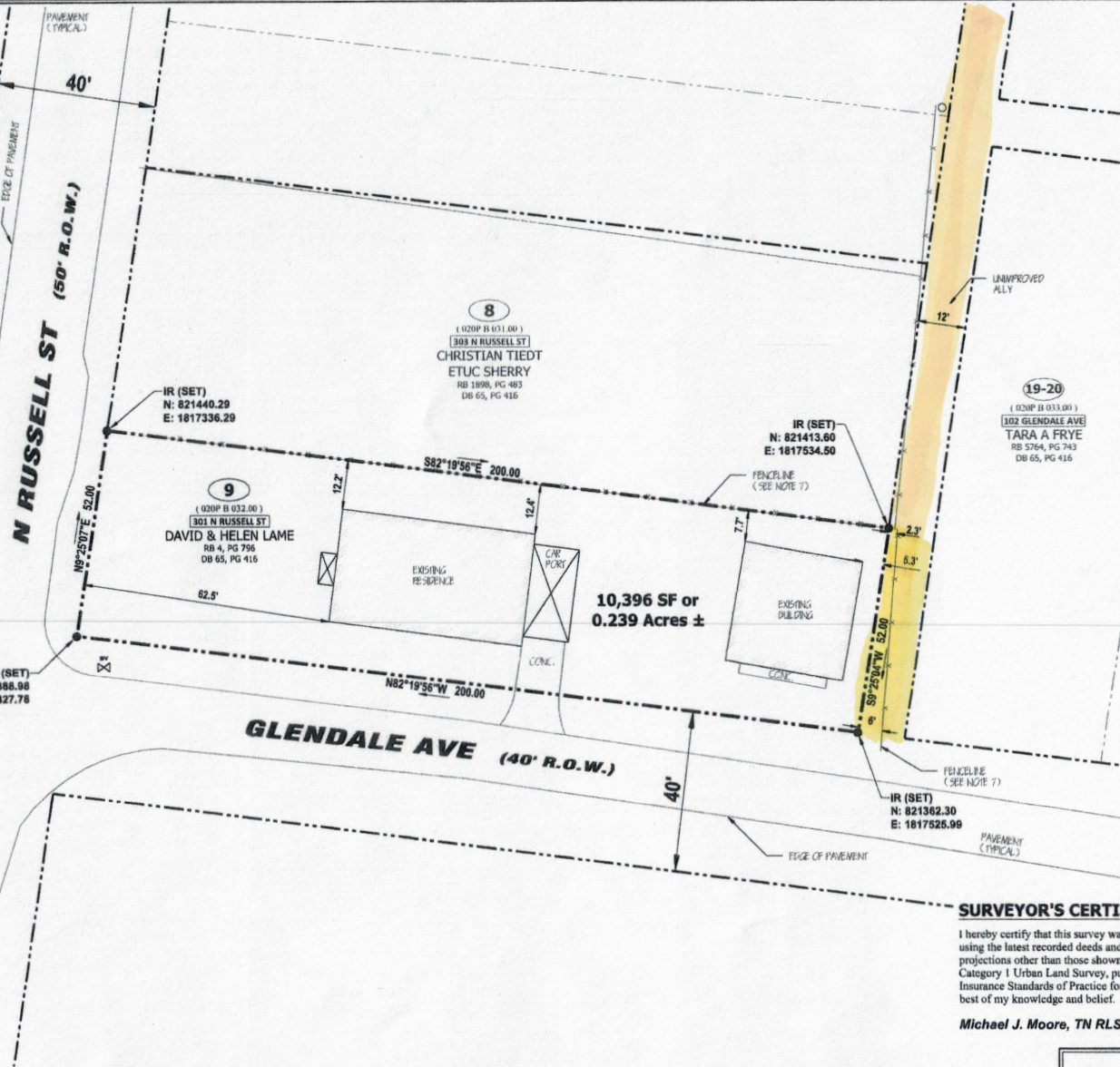
The current zoning of the property is R-10 (Residential)

COMPATIBILITY with the LAND USE PLAN:

NA

COMPATIBILITY with the SURROUNDING AREA:

NA



TOTAL AREA

0.239 Acres, or 10,396 Square Feet ±

MAP REFERENCE

Parcel ID for subject property is (020P B 032.00) on Sumner County Property Map 020P, Group B.

DEED REFERENCE

Owner : DAVID & HELEN LAME, as of record in Record Book 4, Page 796, Registers Office, Sumner County, Tennessee.

PLAT REFERENCE

Being Lot # 9 on the Smith & Hayes Addition to the Town of Portland, as of record in Deed Book 65, Page(s) 416, Register's Office for Sumner County, Tennessee.

SURVEYOR'S NOTES

1. This Property is located in the 16th Civil District of Sumner County, Tennessee.
2. Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
3. The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain), as noted on the current FEMA Firm Community Panel #47165C0134G, with an effective date of 04-17-2012.
4. Utilities shown hereon were taken from visible structures and other sources available to me at the time of this survey. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
5. A Title Report was not provided for the preparation of this survey, therefore this survey is subject to the findings of an accurate title search.
6. No Stream determinations were provided to this surveyor, therefore this survey does not address the existence or non-existence of any water of the state, jurisdictional stream buffers or wetlands.
7. This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
8. Property is currently Zoned R10. Setbacks per current zoning. Verify with local City, or County Codes Administration.

SURVEYOR'S CERTIFICATE

I hereby certify that this survey was actually made on the ground under my direct supervision using the latest recorded deeds and other information; that there are no encroachments or projections other than those shown; that this survey exceeds the minimum requirements for a Category 1 Urban Land Survey, pursuant to Chapter 0820-3, Section .05 of the Department of Insurance Standards of Practice for Land Surveyors; and that this survey is true and correct to the best of my knowledge and belief.

Michael J. Moore, TN RLS # 2336



Prepared for: David Lame
301 N Russell St.
Portland, TN 37148

Boundary Survey

301 N Russell St.

Portland, Sumner County, Tennessee 37148



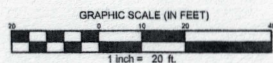
MOORE & PINGLE SURVEYING
1155 PEE DEE BRANCH RD
COTTONTOWN, TN 37048
615.594.8899 • 740.215.2720

Boundary
Survey

Sheet No.

V-1.00

- GPS Notes:
- 1) The (TDOT) Tennessee Geodetic Reference Network was used for this survey
 - 2) GPS locations used for this survey were established using a VRS network consisting of multiple reference stations
 - 3) GPS data was collected with a Spectra Precision 85 receiver.
 - 4) No scale factor was used for this survey. The measurements used are from a Topcon GTS-233W Total Station. GPS was used for control and approximate measurements only.
 - 5) The date of this survey is: 7/5/2022.

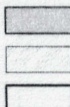


SYMBOL LEGEND	
Symbol	Denotes
○	IRON ROD (OLD)
●	IRON ROD (NEW)
—x—	FENCE
- - -	PROPERTY/PARCEL LINE

ASPHALT
PATTERN

BUILDING
PATTERN

CONCRETE
PATTERN





R15

Teton Ct

R15

CL Powell St

N Russell St

Gibson St

Gibson St

R10

R10

Short St

R10

R10

RM1

R10

N Russell St

Glendale Dr

Glendale Dr

Glendale Dr

Andreea St

sell St



R16

CL Powell St

N Russell St

Gibson St

Short St

R10

R10

R10

R10

RM1

R10

Glendale Dr

Glendale Dr

Glendale Dr

N Russell St

Andree St

ORDINANCE
City of Portland, Tennessee

No. 23 - 06

SECOND READING

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

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

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

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

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

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

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

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

Mike Callis, Mayor

City Recorder

Passed First Reading: February 6, 2023

Passed Second Reading: March 6, 2023

SUBDIVISION DEVELOPMENT AGREEMENT

CITY OF PORTLAND, TENNESSEE

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

WITNESSETH:

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

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

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

Section 1: CONSTRUCTION OF SUBDIVISION

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

1.1 EXCEPTION OF CONSTRUCTION

1.1.1 W.B. Dye Road

(A) Sidewalk

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

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

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

(C) Drainage

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

(D) Utility Poles

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

(E) Kerr Way

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

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

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

1.1.2 West Market Street

(A) Sidewalk

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

(B) Existing Street (W. Market Street)

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

(C) Existing street drainage

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

(D) Development Drainage

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

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

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

(A) Sidewalk

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

(B) Drainage

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

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

1.1.4 Water System

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

1.1.5 Total City Contribution

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

Section 2: SURETY

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

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

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

Section 4: TRANSFERABILITY

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

Section 5: TIME PERIOD FOR CONSTRUCTION

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

Section 6: ACCEPTANCE OF IMPROVEMENTS

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

Section 7: WARRANTY

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

Section 8: INSURANCE

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

Section 9: NOTICES

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

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

DEVELOPER _____

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

Printed Name of Owner:

Signature of Owner:

Date

Printed Name of Developer, Company, & Title:

Address of Developer

Signature of Developer:

Date

STATE OF _____ COUNTY OF _____

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

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

Notary Public

My Commission Expires: _____

City of Portland, Tennessee

Mayor, Mike Callis

Date

City Recorder,

Date

APPROVED AS TO FORM:

City Attorney, John Bradley

Date



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

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

Date: 6/8/2018

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

Mr. Goodwin:

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

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

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

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

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

Sincerely,

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

cc.

Jackie West
Carlton Cobb
Richard Graves

Resolution
City of Portland, Tennessee

No. 23 - 36

**A RESOLUTION TO PETITION THE TENNESSEE DEPARTMENT OF
TRANSPORTATION (TDOT) TO ADDRESS CERTAIN CONCERNS AND
SAFETY IMPROVEMENTS FOR THE PORTLAND BYPASS PORTION OF
THE STATE ROUTE HIGHWAY 109 CORRIDOR**

WHEREAS, It is imperative that traffic flow be improved along the City of Portland's main thoroughfares – especially State Route Highway 109 – and that traffic safety be enhanced within the Portland community; and

WHEREAS, We do hereby petition TDOT to complete the Highway 109 Corridor which includes the-long-planned Portland Bypass to accommodate the heavy truck traffic moving between Interstates 65 and 40 that dramatically increased with the opening of Exit 121 on I-65, and that both the Northern and Southern portions of the Bypass be constructed at the same time so that Corridor traffic can safely navigate around the congestion of downtown Portland as needed; and

WHEREAS, Due to safety concerns, it is very important that in addition to a fully signalized intersection at State Route Highway 52 and the Bypass, that the project include construction of an emergency vehicle intersection that aligns Vanatta Road to Portland's North Fire Hall to allow for faster response times, that a traffic signal and turning lanes be installed for the newly realigned intersection of Kenwood Drive and Woods Road, that a traffic signal and turning lanes be installed where the Bypass intersects TGT Road, and that a traffic signal and turning lanes be installed where the Bypass intersects State Route Highway 76 in order to help reduce collisions between commuter and freight traffic; and

WHEREAS, Once the Bypass is completed, the City of Portland request that it not be forced to assume further financial and maintenance responsibilities for the old portions of State Route Highway 109 as was the case for Magnolia Springs Road once Exit 121 was completed; and

NOW THEREFORE BE IT RESOLVED, By the Mayor and Board of Alderman that TDOT is hereby petitioned for these improvements and request; and

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

Mike Callis, Mayor

City Recorder

Approved on this the 6th day of March, 2023

Resolution

City of Portland, Tennessee

No. 23 - 37

A RESOLUTION TO ELIMINATE THE SERVICE FOR LIGHTING NATURAL GAS PILOTS FOR CUSTOMERS BY THE CITY OF PORTLAND NATURAL GAS DEPARTMENT

WHEREAS, the City of Portland, Tennessee recently was recommended by Public Entity Partners (city's insurance provider) to not provide gas pilot lighting service for the City of Portland gas customers; and

WHEREAS, PE Partners has determined *Lighting Natural Gas Pilots* to be a liability for the City of Portland; and

WHEREAS, the City of Portland Natural Gas Department also recommends natural gas customers to call a properly licensed and insured HVAC technician when needing their natural gas pilots to be restored; and

WHEREAS, in the event the City of Portland is responsible for interruption of service the City shall restore service with a properly licensed and insured HVAC technician at no charge to the customer; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve *eliminating the service for lighting natural gas pilots* for the City of Portland gas customers which shall become effective August 1, 2023; and

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

Mayor Mike Callis

City Recorder

Approved this 6th day of March 2023

Resolution

City of Portland, Tennessee

No. 23 - 38

A RESOLUTION AUTHORIZING A FINAL ADJUSTING CHANGE ORDER \$119,845.26 FOR THE COMPLETION OF THE 12-INCH GAS MAIN PROJECT ON TGT ROAD

WHEREAS, the City of Portland is currently under contract with Moss Welding, LLC for the 12-inch gas main project on TGT Rd with an original contract amount \$1,001,500; and

WHEREAS, this final adjusting change order decreases the contract amount by \$119,845.26, adjusting the final contract price to \$881,654.74; and

WHEREAS, this final adjusting change order is to reconcile all quantities for the close out of this project; and

WHEREAS, the City of Portland deems the 12-inch gas main project on TGT Road to be completed once the Final Adjusting Change Order is approved and final payment is made; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland approves the acceptance of the Final Adjusting Change order for the completion of the 12-inch gas main project on TGT Road in the decreased amount of **\$119,845.26**; and

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

Mayor Mike Callis

City Recorder

Approved this 6th day of March 2023

CHANGE ORDER

Date: February 17, 2023
 Project: TGT Road Natural Gas Relocation
 Contractor: Moss Welding, LLC

Change Order No.: Two (2)
 HGB No.: 92110410-0830
 Owner: City of Portland

The **Contractor** is hereby directed to perform the **Work** described in the **Contract for Construction** as amended by the Change Order:

	Add	Delete
01. Connect to existing 12-inch steel gas line with hot tap and stopple; No change	\$ 0.00	\$ 0.00
02. Connect to existing 6-inch steel gas line with hot tap and stopple; No change	\$ 0.00	\$ 0.00
03. 12-inch steel natural gas line, open cut; Delete 188 l.f. @ \$207.00/l.f.	\$ 0.00	\$ 38,916.00
04. 4-inch steel natural gas line, open cut; Add 58 l.f. @ \$75.00/l.f.	\$ 4,350.00	\$ 0.00
05. Unencased bores for 12-inch steel natural gas line; Delete 284 l.f. @ \$150.00/l.f.	\$ 0.00	\$ 42,600.00
06. Unencased bores for 4-inch natural gas line; Delete 60 @ \$45.00/l.f.	\$ 0.00	\$ 2,700.00
07. 12-inch steel valve and box; No change	\$ 0.00	\$ 0.00
08. 6-inch steel valve and box; No change	\$ 0.00	\$ 0.00
09. 4-inch steel valve and box; No change	\$ 0.00	\$ 0.00
10. Cut and cap 6-inch steel line; No change	\$ 0.00	\$ 0.00
11. Erosion control matting; Add 628 s.y. @ \$2.00/s.y.	\$ 1,256.00	\$ 0.00
12. Silt fencing; Delete 1,000 l.f. @ \$2.50/l.f.	\$ 0.00	\$ 2,500.00
13. Gravel drive replacement; Add 350 l.f. @ \$9.00/l.f.	\$ 3,150.00	\$ 0.00
14. Customer service tee with excess flow valve; Delete 4 @ \$500.00/each	\$ 0.00	\$ 2,000.00
15. Reconnect to existing service lines; Delete 4 @ \$300.00/each	\$ 0.00	\$ 1,200.00
16. 3/4-inch polyethylene service lines, open cut; Delete 1,052 l.f. @ \$8.00/l.f.	\$ 0.00	\$ 8,416.00
17. 3/4-inch polyethylene service lines, unencased bores; Delete 265 l.f. @ \$30.00/l.f.	\$ 0.00	\$ 7,950.00
18. Backfill material; Delete 781.51 tons @ \$26.00/ton	\$ 0.00	\$ 20,319.26
19. Install riser at customer meter (existing steel service); Delete 4 @ \$500.00/each	\$ 0.00	\$ 2,000.00
20. Install cathodic test station; no change	\$ 0.00	\$ 0.00
21. Change Order 1. (offset installation); No change	\$ 0.00	\$ 0.
 Sub-Totals	 \$ 8,756.00	 \$ 128,601.26
 Net Change		 \$ 119,845.26

Compensation to Contractor

Original Contract Amount	\$ 998,100.00
Net Change by Previous Change Order	\$ 3,400.00
Amount of this Change Order	\$ -119,845.26
New Contract Amount	\$ 881,654.74

JUSTIFICATION: Final quantities adjustment.

This **Change Order** is intended to, and the **Contractor** agrees that it does, fairly and adequately compensate the **Contractor** for extra direct costs (labor, materials, etc.) as well as all expenses and damages which may result from any delays, suspensions, stretch-outs, scheduling, inefficiencies, and accelerations in the **Work** associated with this **Change Order**, and the **Contractor** releases the **Owner** and the **Engineer** from any claims for such expenses and damages, including but not limited to changes in sequence of work, delays, disruption, rescheduling; extended overhead; acceleration; wage; material; or other escalations; and all other impact costs.

This **Change Order** is intended to, and the **Contractor** agrees that it does, provide the **Contractor** a reasonable and adequate period of time in which to complete the **Work** in accordance with the **Contract for Construction**, as amended by this **Change Order**, and the **Contractor** releases the **Owner** and the **Engineer** from any claims for additional time to perform the **Work**.

OWNER:

City of Portland

Mike Callis, Mayor

Date

ENGINEER:

Hussey Gay Bell Nashville, LLC

Robert D. Stigall, P.E., President

Date

CONTRACTOR:

Dewayne Moss, Managing Member

Date