



AGENDA for July 20, 2026
BOARD OF MAYOR AND ALDERMEN
Portland City Hall — Council Chambers — 100 South Russell St. Room 111

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

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Agenda

5. Presentation

- A. Proclamation awarded to Mason Pearson and Blaine Gregory.

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

(5 minutes maximum per speaker)

7. Public Hearing

- A. Resolution No. 26-55 - A Resolution to annex property at 120 Old Westmoreland Road, containing 23 +/- acres upon written consent of the owner and to adopt a plan of services.
- B. Ordinance No. 26-34 – Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 120 Old Westmoreland Road, from R-15 (Residential) and County (Agricultural) to RM-1 PUD (Residential Planned Unit Development).
- C. Ordinance No. 26-35 – Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 609 Highway 52E, from RS-40 (Low Density Single Family Residential) to GCS (General Commercial Services).
- D. Resolution No. 26-63 - A Resolution authorizing a Certificate of Compliance for Shabana Lalani of Royal Wine & Sprit located at 6074 Highway 31W, Portland, TN, 37148.

8. Communications from Council Members

9. Mayor's Report

10. Alcohol Beverage Board

- A. Resolution No. 26-63 - A Resolution authorizing a Certificate of Compliance for Shabana Lalani of Royal Wine & Sprit located at 6074 Highway 31W, Portland, TN, 37148.

11. Consent Calendar

- A. Minutes from June 15, 2026, Council Meeting

12. Community Development – Vice-Mayor Megann Thompson

13. Finance – Alderman Vince Ellis

14. Fire Department – Alderman Jody McDowell

15. Human Resources – Alderman Vince Ellis

16. Legislative – Mayor Mike Callis

- A. Resolution No. 26-62 - A Resolution for July 2026 to honor the principles and ideals that makes America the Greatest Nation on Earth as we celebrate the 250th Anniversary of these United States

17. Municipal Airport – Alderman Mike Hall

18. Parks & Recreation – Alderman Brian Woodall

- A. Resolution No. 26-60 – A Resolution to accept the best proposal for Professional Engineering and Architectural Services for the 2026 Local Parks and Recreation Fund Grant Project, contingent upon the award of grant funding for the City of Portland, Tennessee.
- B. Resolution No. 26-61 — A Resolution to accept the best proposal for Professional Administrative Services for the 2026 Local Parks and Recreation Fund Grant Project, contingent upon the award of grant funding for the City of Portland, Tennessee.
- C. Discussion — Golf Course

19. Planning & Codes – Vice-Mayor Megann Thompson

- A. Ordinance No. 26-34 – Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 120 Old Westmoreland Road, from R-15 (Residential) and County (Agricultural) to RM-1 PUD (Residential Planned Unit Development).
- B. Resolution No. 26-55 — A Resolution to annex property at 120 Old Westmoreland Road, containing 23 +/- acres upon written consent of the owner and to adopt a plan of services.
- C. Ordinance No. 26-35 – Second Reading — An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 609 Highway 52E, from RS-40 (Low Density Single Family Residential) to GCS (General Commercial Services).
- D. Resolution No. 26-65 – A Resolution approving a design review standards appeal for the property located at 809 North Broadway.
- E. Discussion - Zoning Ordinance

20. Police Department – Alderman Drew Jennings

21. Public Works – Alderman Brian Woodall

22. Utility Infrastructure – Alderman Charles Cole

- A.** Ordinance No. 26-39 – First Reading - An Ordinance to enter an agreement with OHM Engineering to provide Engineering Services for Stabilization for the area at the Shaub Road Natural Gas Station.
- B.** Ordinance No. 26-40 – First Reading - An Ordinance authorizing to rescind and replace, in its entirety, Ordinance No. 22-78 and adopt the most recent approved Tennessee Department of Environment and Conservation (TDEC) Drought Management Plan for the City of Portland.
- C.** Ordinance No. 26-41 – First Reading - An Ordinance to rescind in its entirety Ordinance No. 25 - 60 and replace with this Ordinance to amend the Industrial and Commercial Gas Meter Upsize Fee to include Residential, Commercial and Industrial Gas Meter Upsize Fee and also include the language in the event of a customer's death.
- D.** Discussion - Jet Vac Truck

23. Public Recognition on Non-Agenda-Related Items

(3 minutes maximum per speaker)

Adjournment

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RESOLUTION

City of Portland, Tennessee

No. 26 – 55

A RESOLUTION TO ANNEX PROPERTY AT 120 OLD WESTMORELAND ROAD, ALSO IDENTIFIED AS (SUMNER COUNTY MAP 33 PARCEL 039.00) CONTAINING 23 +/- ACRES UPON WRITTEN CONSENT OF THE OWNER AND TO ADOPT A PLAN OF SERVICES

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

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of this Annexation and Plan of Services to the Mayor and Board of Aldermen by a vote of 6-0 at the May 12, 2026, meeting.

WHEREAS, In the event that the Rezone Ordinance is denied, withdrawn by the applicant, or fails to be adopted by the City Council within 120 days of the date of this Resolution, this Annexation Resolution shall be deemed null and void. In such a case, the property shall remain under the jurisdiction of the City, and no further action shall be required to reverse the annexation.

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

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

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

PROPERTY DISCRIPTION: Approximately 23 +/- acres more or less, located at 0 Old Westmoreland Road, as shown on the attached map.

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

Section 3. This annexation is contingent upon City Council passing the 2nd reading rezone for 120 Old Westmoreland Road. That this ordinance takes effect 30 days from and after its final passage, the public welfare requiring it.

Plan for Serving the Annexation Area

1. Police Protection
Patrolling, radio response to calls, and other routine police services using the City's personnel and equipment will be provided on the effective date of the annexation.
2. Fire Protection
Fire protection by the present personnel and the equipment of the fire fighting force, within the limitations of available water and distances from fire stations, will be provided on the effective date of annexation.
3. Gas, Water, and Sewer
 - a. Gas - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - b. Water - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - c. Sewer - The City may require improvements by the owner as the property develops to ensure needed capacity is available.
 - d. Fire Hydrants - The City may require improvements by the owner as the property develops to ensure the needed capacity is available.
4. Electric Service
There are existing Cumberland Electric Membership Corporation power lines on this lot.
5. Public Works
 - a. Stormwater – Stormwater services will be available to this property in the same manner they are available to the rest of the City. Any improvements that must be completed as a result of development are the responsibility of the developer.
 - b. Sanitation – City sanitation services will be available at the time of annexation in accordance with existing City Ordinances.

- c. Street and Right-of-Way Repair and Maintenance
 - i. This annexation adds no additional right-of-way to the City.
 - ii. The City and/or the County may require road improvements by the owner as the property develops.
- 6. Schools
This property is currently served by Sumer County School System.
- 7. Inspection and Codes Enforcement
All inspection and building/code enforcement programs existing within the City will be extended to the annexation areas on the effective date of the annexation.
- 8. Planning and Zoning
The zoning jurisdiction of the City will extend to the annexation areas upon the effective date of the annexation and all municipal planning activities will encompass the needs of the annexed areas.
 - a. The requested zoning for the annexation is RS-40 (Low Density Single Family Residential-Urban Services).
- 9. Animal Control
Services include pick-up of stray and/or dangerous animals. These services will be available to the annexation areas on the effective date of the annexation.
- 10. Voting Rights and City Elections
 - a. If an eligible voter's permanent place of residence is located in an annexed area, that voter is automatically eligible to vote in City elections.
 - b. If an eligible voter is in the category of a property rights voter, then that voter must register at the Election Commission Office prior to voting in a City election.

Notice of the Public Hearing was published in the Portland Sun on April 7, 2026.

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of



ORDINANCE

City of Portland, Tennessee

No. 26 – 34

Second Reading

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

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

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

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

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

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

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: June 1, 2026
Notice Published: Portland Sun- June 9, 2026
Public Hearing: July 20, 2026
Passed Second Reading:



ORDINANCE

City of Portland, Tennessee

No. 26 – 35

Second Reading

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

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

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

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

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

Section 1.

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

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: June 1, 2026
Notice Published: Portland Sun – June 9, 2026
Public Hearing: July 20, 2026
Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 26 – 63

A RESOLUTION AUTHORIZING A CERTIFICATE OF COMPLIANCE FOR SHABANA LALANI OF ROYAL WINE & SPRIT LOCATED AT 6074 HIGHWAY 31W, PORTLAND, TN, 37148.

WHEREAS, Shabana Lalani has applied to the City of Portland for a Certificate of Compliance; and

WHEREAS, the City Attorney has reviewed the application; and

WHEREAS, the City of Portland's Alcoholic Beverage Board has reviewed the application and recommended that Shabana Lalani of Royal Wine & Spirits located at 6074 Highway 31W, Portland, TN 37148 receive a Certificate of Compliance; and

WHEREAS, this Certificate of Compliance cannot be traded, sold, or otherwise transferred and failure to comply with all city and state regulations may render this certificate void; and

WHEREAS, this Certificate of Compliance may expire one (1) year from date of passage if the business is not open and operational; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Alderman of the City of Portland, Tennessee that the City of Portland issue Shabana Lalani of Royal Wine & Spirits located at 6074 Highway 31W, Portland, TN 37148 a Certificate of Compliance; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of 2026.

RESOLUTION

City of Portland, Tennessee

No. 26 – 63

A RESOLUTION AUTHORIZING A CERTIFICATE OF COMPLIANCE FOR SHABANA LALANI OF ROYAL WINE & SPRIT LOCATED AT 6074 HIGHWAY 31W, PORTLAND, TN, 37148.

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WHEREAS, the City Attorney has reviewed the application; and

WHEREAS, the City of Portland's Alcoholic Beverage Board has reviewed the application and recommended that Shabana Lalani of Royal Wine & Spirits located at 6074 Highway 31W, Portland, TN 37148 receive a Certificate of Compliance; and

WHEREAS, this Certificate of Compliance cannot be traded, sold, or otherwise transferred and failure to comply with all city and state regulations may render this certificate void; and

WHEREAS, this Certificate of Compliance may expire one (1) year from date of passage if the business is not open and operational; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Alderman of the City of Portland, Tennessee that the City of Portland issue Shabana Lalani of Royal Wine & Spirits located at 6074 Highway 31W, Portland, TN 37148 a Certificate of Compliance; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of 2026.



BOARD OF MAYOR AND ALDERMEN
Minutes for June 15, 2026 at 5:00 PM

1. Call to Order

Mayor Mike Callis called the meeting to order at 05:00 PM.

2. Prayer and Pledge

Mayor Mike Callis led the prayer and pledge.

3. Roll Call

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

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

Absent: Alderman Hall, Vice-Mayor Thompson

4. Approval of Agenda

Motion to: **Defer under Planning & Codes — Item 18. B - Ordinance 26-25 until July 20, 2026 meeting.**

By: Alderman Jennings

Second: Alderman Ellis

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

5. Presentation

- No Items

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

- No one spoke

7. Public Hearing

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

- No one spoke

8. Communications from Council Members

Alderman McDowell was thankful for the rain.

9. Mayor's Report

Mayor Callis presented the following:

- Thanks to American Legion Post 75 for performing the American Flag Retirement Ceremony.

- There will be a Resolution presented tonight to pause Data Center developments until an updated framework can be approved by the Planning Board and City Council.

- Thank you to Portland Youth Football League and volunteers that have partnered with the City to add a Press Box to the football field at Richland Park.

- Our new Police K9 Mav, has just started service and has already pulled several drugs, firearms and cash off the streets in Portland.

- Employee recognitions include; AJ Waller (WWTP) who obtained his Grade IV operations license for the plant. Tyler Brister (water distribution) obtained his D2 Distribution Operators License & Cross-Connection Certification. Both were promoted after receiving their certifications.

- An update on the Resource Protection Grant at the water treatment plant.

- Review of the current employee wages & benefits,

10. Consent Calendar

Motion to: **Approve**

By: Alderman McDowell

Second: Alderman Jennings

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- A. Minutes from June 1, 2026, Work Study
- B. Minutes from June 1, 2026, City Council Meeting
- C. Department Reports - May 2026

11. Community Development – Vice-Mayor Megann Thompson

- A. Resolution No. 26-58 — A Resolution authorizing the City of Portland to participate in certified Tennessee Downtowns, a program of Tennessee Economic & Community Development.

Motion to: Approve

By: Alderman Ellis

Second: Alderman McDowell

Discussion: Mayor Callis advised Mandy Freedle is the name to be inserted in the blank on the Resolution, noting that this Resolution will make the City eligible for grant opportunities.

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

12. Finance – Alderman Vince Ellis

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

Motion to: Approve

By: Alderman Ellis

Second: Alderman Cole

Discussion: Director Slusser reviewed the updates included in the second reading of the budget and noted the budget was balanced. The floor was open for questions.

Alderman Woodall questioned the proposed purchase of the Jet/Vac truck with cash funds and asked whether the truck would be put into service immediately to help identify issues. Discussion was held regarding the truck's anticipated usage, staffing requirements, and funding source. The Board requested information on the estimated delivery time from the date of order to receipt of the truck and asked that the information be brought back to the next Council Meeting.

Discussion was held regarding the number of police vehicles purchased during the current fiscal year and the number needed in the next fiscal year.

Motion to: Accept the Budget as presented

By: Alderman Woodall

Second: Alderman Ellis

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B. Ordinance No. 26-33 – Second Reading — An Ordinance of the City of Portland, Tennessee, amending budget Ordinance No. 25-27 for the fiscal year beginning July 1, 2025, and ending June 30, 2026.

Motion to: Approve

By: Alderman Ellis

Second: Alderman McDowell

Discussion: Director Slusser reviewed the changes that have been made, that the revenues were updated, and all expenses are covered.

Motion to: Amended as presented

By: Alderman Cole

Second: Alderman Ellis

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

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

13. Fire Department – Alderman Jody McDowell

- A. Discussion — SAFER Grant
Chief Thornton advised he is requesting authorization to apply for a SAFER Grant for staffing. He explained the application would request funding for 15 positions over a three-year grant period. Discussion was held regarding the grant funding and the financial commitment the City would be required to make. Additional discussion focused on the future fire hall, staffing needs for the new facility, the grant timeline, and whether the number of positions could be adjusted if the City were awarded funding for all 15 positions.

14. Human Resources – Alderman Vince Ellis

- No Items

15. Legislative – Mayor Mike Callis

- No Items

16. Municipal Airport – Alderman Mike Hall

- No Items

17. Parks & Recreation – Alderman Brian Woodall

- No Items

18. Planning & Codes – Vice-Mayor Megann Thompson

- A. Resolution No. 26-56 — A Resolution to pause all data center type developments until an acceptable framework can be established for zoning and/or conditional uses.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Ellis

Discussion — Mayor Callis this would be a pause on Data Centers in order to review zoning and requirements needed for this type of facility.

Motion to: Amend to a minimum of three (3) years

By: Alderman Cole

Second: Alderman Ellis

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

Questions regarding the legality of delaying the process were directed to the City Attorney. The City Attorney advised that the longer the process remained paused, the greater the likelihood that the City would face litigation.

Vote to: Approve as amended

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B. Ordinance No. 26-25 –Second Reading - An Ordinance of the City of Portland Tennessee to deem a public alley as surplus.
Removed from Agenda

19. Police Department – Alderman Drew Jennings

- A. Discussion — Anti-Choking Devices
Alderman Jennings wanted to discuss making an artichoke device available for the Police and Fire departments to have in

their vehicles. The devices are used to help children or adults that are choking. Alderman Jennings estimated the cost would be approximately \$2700. Since these are not FDA approved, the main questions would be the training and insurance coverage.

20. Public Works – Alderman Brian Woodall

- No Items

21. Utility Infrastructure – Alderman Charles Cole

- A.** Resolution No. 26-57 - A Resolution to approve the write-off of outstanding utility customers' accounts for fiscal year 2026.

Motion to: **Approve**

By: Alderman Cole

Second: Alderman Ellis

Discussion: Director Gibbs advised that the amount under discussion was the amount budgeted for the current fiscal year and noted that expenditures had not yet reached the full budgeted amount.

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

- B.** Resolution No. 26-59 - A Resolution to increase the scope of the task order agreement with CSR Engineering for the 2026 Point Repair Project to include design for an upgraded sanitary sewer lift station.

Motion to: **Approve**

By: Alderman Cole

Second: Alderman Ellis

Discussion: Mayor Callis advised that during the 2026 point repair project, it was discovered that this section required replacement. Mayor Callis noted that incorporating the work into the current bid process would result in cost savings for the City.

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

Absent: Alderman Hall, Vice-Mayor Thompson

Motion Passed (voice vote)

22. Public Recognition on Non-Agenda-Related Items

- No one spoke

Adjournment

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

Motion passed by voice vote to **adjourn at 5:47 PM.**

Mike Callis, Mayor

Tracy Kizer, City Recorder

City of Portland Public Comment Sign-In Sheet

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

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

Public Hearings & Agenda Item Comments Use This Section			
Comments must be germane to agenda & public hearing items, and each speaker has a maximum of 5-minutes			
Speaker Information		List the agenda item to comment on	
Print Name			
Address			
Print Name			
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Non-Agenda Item Comments Use The Section Below			
Comments must be germane to the authority of the board, and each speaker has a maximum of 3-minutes			
Speaker Information			
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	
Print Name		Address	

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

Board/Committee: City Council Meeting Date: June 15, 2026 Page # 1 of 1

RESOLUTION

City of Portland, Tennessee

No. 26 – 62

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

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

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

WHEREAS, For July 2026, we recognize the value of **Independence** during this year of celebration. The 56 signers of the Declaration of Independence knew they were placing themselves at risk and some endured suffering and loss, but they were driven by the hope of a better tomorrow for future generations. All Americans are able to honor the sacrifice of independence as they work to build a more perfect union for those who come after them. May we never take for granted the courage required to pursue independence as declared in **Congress on July 4, 1776** *(the following transcript of the Declaration of Independence is from the National Archives web site containing spelling and punctuation that reflects the original document)*

The unanimous Declaration of the thirteen united States of America, When in the Course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.--That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, --That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness. Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by

abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security.--Such has been the patient sufferance of these Colonies; and such is now the necessity which constrains them to alter their former Systems of Government. The history of the present King of Great Britain is a history of repeated injuries and usurpations, all having in direct object the establishment of an absolute Tyranny over these States. To prove this, let Facts be submitted to a candid world.

He has refused his Assent to Laws, the most wholesome and necessary for the public good.

He has forbidden his Governors to pass Laws of immediate and pressing importance, unless suspended in their operation till his Assent should be obtained; and when so suspended, he has utterly neglected to attend to them.

He has refused to pass other Laws for the accommodation of large districts of people, unless those people would relinquish the right of Representation in the Legislature, a right inestimable to them and formidable to tyrants only.

He has called together legislative bodies at places unusual, uncomfortable, and distant from the depository of their public Records, for the sole purpose of fatiguing them into compliance with his measures.

He has dissolved Representative Houses repeatedly, for opposing with manly firmness his invasions on the rights of the people.

He has refused for a long time, after such dissolutions, to cause others to be elected; whereby the Legislative powers, incapable of Annihilation, have returned to the People at large for their exercise; the State remaining in the mean time exposed to all the dangers of invasion from without, and convulsions within.

He has endeavoured to prevent the population of these States; for that purpose obstructing the Laws for Naturalization of Foreigners; refusing to pass others to encourage their migrations hither, and raising the conditions of new Appropriations of Lands.

He has obstructed the Administration of Justice, by refusing his Assent to Laws for establishing Judiciary powers.

He has made Judges dependent on his Will alone, for the tenure of their offices, and the amount and payment of their salaries.

He has erected a multitude of New Offices, and sent hither swarms of Officers to harrass our people, and eat out their substance.

He has kept among us, in times of peace, Standing Armies without the Consent of our legislatures.

He has affected to render the Military independent of and superior to the Civil power.

He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended Legislation:

For Quartering large bodies of armed troops among us:

For protecting them, by a mock Trial, from punishment for any Murders which they should commit on the Inhabitants of these States:

For cutting off our Trade with all parts of the world:

For imposing Taxes on us without our Consent:

For depriving us in many cases, of the benefits of Trial by Jury:

For transporting us beyond Seas to be tried for pretended offences:

For abolishing the free System of English Laws in a neighbouring Province, establishing therein an Arbitrary government, and enlarging its Boundaries so as to render it at once an example and fit instrument for introducing the same absolute rule into these Colonies:

For taking away our Charters, abolishing our most valuable Laws, and altering fundamentally the Forms of our Governments:

For suspending our own Legislatures, and declaring themselves invested with power to legislate for us in all cases whatsoever.

He has abdicated Government here, by declaring us out of his Protection and waging War against us.

He has plundered our seas, ravaged our Coasts, burnt our towns, and destroyed the lives of our people.

He is at this time transporting large Armies of foreign Mercenaries to compleat the works of death, desolation and tyranny, already begun with circumstances of Cruelty & perfidy scarcely paralleled in the most barbarous ages, and totally unworthy the Head of a civilized nation.

He has constrained our fellow Citizens taken Captive on the high Seas to bear Arms against their Country, to become the executioners of their friends and Brethren, or to fall themselves by their Hands.

He has excited domestic insurrections amongst us, and has endeavoured to bring on the inhabitants of our frontiers, the merciless Indian Savages, whose known rule of warfare, is an undistinguished destruction of all ages, sexes and conditions.

In every stage of these Oppressions We have Petitioned for Redress in the most humble terms: Our repeated Petitions have been answered only by repeated injury. A Prince, whose character is thus marked by every act which may define a Tyrant, is unfit to be the ruler of a free people.

Nor have We been wanting in attentions to our Brittish brethren. We have warned them from time to time of attempts by their legislature to extend an unwarrantable jurisdiction over us. We have reminded them of the circumstances of our emigration and settlement here. We have appealed to their native justice and magnanimity, and we have conjured them by the ties of our common kindred to disavow these usurpations, which, would inevitably interrupt our connections and correspondence. They too have been deaf to the voice of justice and of consanguinity. We must, therefore, acquiesce in the necessity, which denounces our Separation, and hold them, as we hold the rest of mankind, Enemies in War, in Peace Friends.

We, therefore, the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world for the rectitude of our intentions, do, in the Name, and by Authority of the good People of these Colonies, solemnly publish and declare, That these United Colonies are, and of Right ought to be Free and Independent States; that they are Absolved from all Allegiance to the British Crown, and that all political connection between them and the State of Great Britain, is and ought to be totally dissolved; and that as Free and Independent States, they have full Power to levy War, conclude Peace, contract Alliances, establish Commerce, and to do all other Acts and Things which Independent States may of right do. And for the support of this Declaration, with a firm reliance on the protection of divine Providence, we mutually pledge to each other our Lives, our Fortunes and our sacred Honor.

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of July, 2026

RESOLUTION

City of Portland, Tennessee

No. 26 – 60

A RESOLUTION TO ACCEPT THE BEST PROPOSAL FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES FOR THE 2026 LOCAL PARKS AND RECREATION FUND GRANT PROJECT, CONTINGENT UPON THE AWARD OF GRANT FUNDING FOR THE CITY OF PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee issued a Request for Qualifications (RFQ) for Professional Engineering and Architectural Services to obtain the most advantageous professional services for the City and its citizens; and

WHEREAS, proposals were received, reviewed, and evaluated in accordance with criteria set forth in the RFQ; and

WHEREAS, after careful consideration, it has been determined that the proposal submitted by Kimley Horn represents the best overall value to the City of Portland based on service capabilities; and

WHEREAS, the Board of Mayor and Alderman find it in the best interest of the City to accept said proposal contingent upon the award of grant funding.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the proposal submitted by Kimley Horn is hereby accepted as the best proposal for professional engineering and architectural for the City of Portland; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 26 – 61

A RESOLUTION TO ACCEPT THE BEST PROPOSAL FOR PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE 2026 LOCAL PARKS AND RECREATION FUND GRANT PROJECT, CONTINGENT UPON THE AWARD OF GRANT FUNDING FOR THE CITY OF PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee issued a Request for Qualifications (RFQ) for Professional Administrative Services to obtain the most advantageous professional services for the City and its citizens; and

WHEREAS, proposals were received, reviewed, and evaluated in accordance with criteria set forth in the RFQ; and

WHEREAS, after careful consideration, it has been determined that the proposal submitted by Community Partners LLC represents the best overall value to the City of Portland based on service capabilities; and

WHEREAS, the Board of Mayor and Alderman find it in the best interest of the City to accept said proposal contingent upon the award of grant funding.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the proposal submitted by Community Partners LLC is hereby accepted as the best proposal for administrative services for the City of Portland; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 – 34

Second Reading

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

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

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

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

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

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

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: June 1, 2026
Notice Published: Portland Sun- June 9, 2026
Public Hearing: July 20, 2026
Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 26 – 61

A RESOLUTION TO ACCEPT THE BEST PROPOSAL FOR PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE 2026 LOCAL PARKS AND RECREATION FUND GRANT PROJECT, CONTINGENT UPON THE AWARD OF GRANT FUNDING FOR THE CITY OF PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee issued a Request for Qualifications (RFQ) for Professional Administrative Services to obtain the most advantageous professional services for the City and its citizens; and

WHEREAS, proposals were received, reviewed, and evaluated in accordance with criteria set forth in the RFQ; and

WHEREAS, after careful consideration, it has been determined that the proposal submitted by Community Partners LLC represents the best overall value to the City of Portland based on service capabilities; and

WHEREAS, the Board of Mayor and Alderman find it in the best interest of the City to accept said proposal contingent upon the award of grant funding.

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the proposal submitted by Community Partners LLC is hereby accepted as the best proposal for administrative services for the City of Portland; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 – 35

Second Reading

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

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

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

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

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

Section 1.

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

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading: June 1, 2026
Notice Published: Portland Sun – June 9, 2026
Public Hearing: July 20, 2026
Passed Second Reading:



RESOLUTION

City of Portland, Tennessee

No. 26 – 65

A RESOLUTION OF THE CITY OF PORTLAND, TENNESSEE, APPROVING A DESIGN REVIEW STANDARDS APPEAL FOR THE PROPERTY LOCATED AT 809 NORTH BROADWAY

WHEREAS, the City of Portland has adopted commercial design standards requiring architectural panels as the primary exterior material for commercial buildings; and

WHEREAS, the property located at 809 North Broadway, occupied by Big Poppa Corn , is proposing a new structure that features a commercial high ribbed metal panel product; and

WHEREAS, the applicant has submitted a formal appeal to the City Council for approval; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to grant the Design Review Standards Appeal for the property located at 809 North Broadway and approves the applicant’s request to utilize the proposed commercial high ribbed metal panel product in lieu of architectural metal panels; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 26 – 39

First Reading

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

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

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

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

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

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

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:



May 7, 2026

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

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

Dear Mr. Garrett:

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

Statement of Understanding

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

Scope of Services

▶ **Task 1: Survey**

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

▶ **Task 2: Construction Plans**

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



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

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

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

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

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

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

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

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

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

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



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

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

Exclusions

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

Schedule

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

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

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

Compensation

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



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

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

Special Notes

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

Contract Terms and Conditions

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

Authorization and Acceptance

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

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

Sincerely,
OHM Advisors
 (Consultant)

Acceptance
City of Portland
 (Client)

Harrison Hilt

Signature _____

Harrison Hilt, P.E.

Name _____

Project Manager

Title _____

April 7, 2026

Date _____

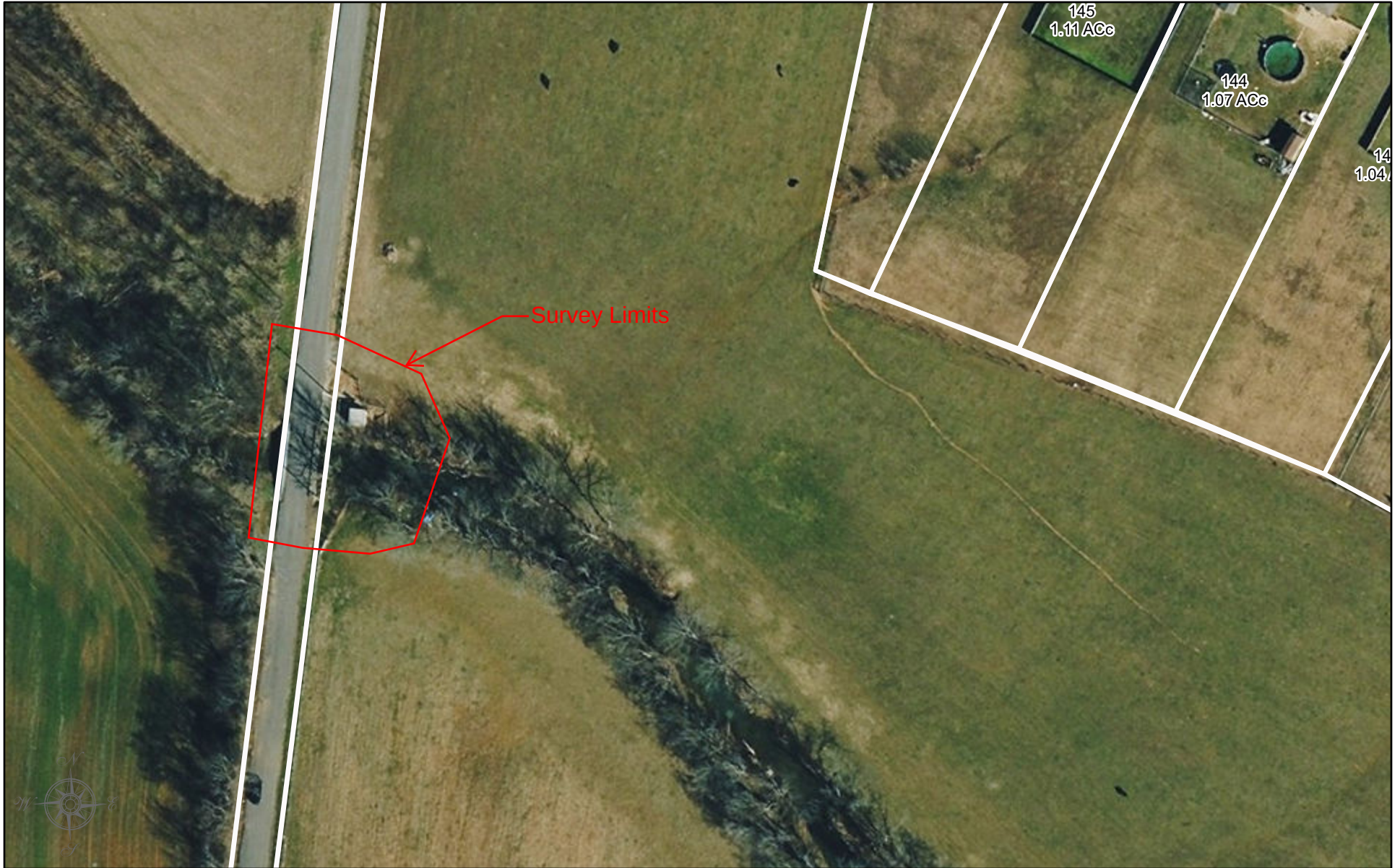
Attachment 1: Standard Terms and Conditions

Attachment 2: Survey Limits

TERMS & CONDITIONS

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

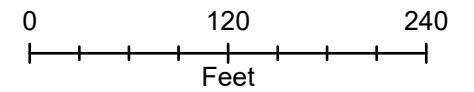
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM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



SUMNER COUNTY, TENNESSEE

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

MAP DATE: April 20, 2026



ORDINANCE

City of Portland, Tennessee

No. 26 - 40

First Reading

AN ORDINANCE AUTHORIZING TO RESCIND AND REPLACE IN ITS ENTIRETY ORDINANCE NO. 22-78 AND ADOPT THE MOST RECENT APPROVED TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) DROUGHT MANAGEMENT PLAN FOR THE CITY OF PORTLAND

WHEREAS, TDEC requires regular updates to the City's Drought Management Plan; and

WHEREAS, updates have been made for statistical data, and revised listing for boards members; and

WHEREAS, the Drought Management Board has reviewed and reviewed the revisions; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to rescind and replace in its entirety Ordinances 11-33, 12-43 and 22-78, and adopt the City's most recent TDEC-approved Drought Management Plan; and

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading:

DROUGHT MANAGEMENT PLAN

FOR THE

CITY OF PORTLAND



PREPARED BY

City of Portland Department of Utilities
124 Morningside Dr
Portland TN 37148

PHONE: (615) 323-1437
FAX: (615) 323-8247

JANUARY 2011

Revised March 2022
Revised June 2026

SECTION 1 - PREPLANNING

Authority and Status to Plan

The City of Portland in Sumner County, Tennessee, hereinafter referred to as the “City,” is a de jure public corporation created under the laws of the State of Tennessee, pursuant to what is known as “The Tennessee Utility City Act of 1937,” and being more specifically identified as Sections 7-82-101 et seq. of the Tennessee Code Annotated (TCA). The City was formally incorporated pursuant to an Order of the County Court of Sumner County, Tennessee, as recorded in Minute Book 10, Page 95, dated February 12, 1965, as amended by Order of Record dated December 10, 1968 and entered in the Minute Book on January 27, 1969. Further, pursuant to an Order of the County Executive of Sumner County, Tennessee, dated July 26, 1979.

As set forth in TCA §§ 7-82-101 et seq., and specifically in TCA §§ 7-82-302, any City created under the authority of said Chapter is empowered to conduct, operate and maintain a system or systems for the furnishing of water (as well as other specific items or services as defined in the Chapter but not germane hereto) to customers within its designated service area(s). The Chapter further states that in order to reasonably accomplish its responsibilities, any such City has the power and authority to acquire, construct, reconstruct, improve, better, extend, consolidate, maintain and operate such system or systems within its service area and to purchase from, and deliver from, and furnish, deliver and sell to any municipality, the state, any public institution and the public, generally, any of the services authorized by §§ 7-82-302.

According to the original Order which created the City, *“the powers of the City shall be and are hereby vested in and exercised by the Board of Alderman of said City, heretofore appointed, and a majority of the members of said Board of Alderman shall control and exercise the powers of the entire Board.”* Also, and again quoting from said Order, *“It is further ordered, adjudged and decreed that from and after this date, the City of Portland in Sumner County, Tennessee, and the territory embraced within its boundaries, shall be and is hereby constituted a municipal or public corporation in perpetuity, under the corporate name stated, and the same is hereby constituted a body politic with power of perpetual succession, exercising all the powers permitted by law, but without any power to levy or collect taxes.”* In accordance with the City’s powers, the Board of Alderman and / or its designated representative(s) have the authority to create, or to have created, and to activate drought management responses as outlined in this plan, the public welfare requiring the same.

This Plan has been reviewed by the members of the City of Portland’s Board of Alderman, by the City’s attorney and by the City’s management staff. By unanimous

affirmative vote of the Board of Alderman at its October 5, 2011 meeting approved the proposed Drought Management Plan (DMP), the plan was adopted by the Board as its official guideline for addressing drought conditions. Concurrence with appropriate neighboring utility systems, City and county departments and agencies was sought since some of the responses and measures outlined in this Plan could need to be implemented in a coordinated effort involving other agencies, potentially impacting staffs and budgets.

The three-tier rate structure that may be instituted during drought conditions was specifically addressed at the Public Hearing. This rate structure helps to ensure water conservation via rate adjustments that are applicable to various drought management phases, which are outlined later in this Plan. Appendix A includes the three-tier rate structure adopted by City of Portland in concurrence with the Drought Management Plan.

System Characteristics and Risks

The City of Portland Water System (PWSID #0000559) obtains raw water from two sources. The first source of raw water for the water treatment plant is Drakes Creek. This is the primary source for raw water. The City obtains water from Drakes Creek when there is sufficient flow. Due to the location of the intake, the City is able to use this source the majority of the time.

The second source is a thirty-five (35) acre man made reservoir. This reservoir is named City Lake. This reservoir has a capacity of 120 million gallons. The intake from City Lake is a gravity-type intake. Water from City Lake is normally only used to when Drakes Creek cannot supply the needed demand; however, water can be used to 100% whenever Drakes Creek does not have sufficient flow to support the city's potable water demand.

The intake into the West Fork of Drakes Creek consists of one 24" schedule 80 PVC pipe with a stainless-steel basket strainer extending into a large pool. The creek is the main source of raw water for potable water by the City. The City Lake impoundment reservoir is typically only utilized during times of increased demand or drought conditions have been identified. Both sources are withdrawn and mixed before pumping to the water treatment plant. Water from City Lake is used exclusively whenever Drakes Creek gets too turbid following a heavy rainfall.

There are three intakes pumps within the intake structure. Each pump is rated 1100 gallons per minute (gpm) each. Gate valves are located on the discharge end of all three pumps as well as in the influent line in the filter plant to allow the operators to throttle back pumps in accordance with water demand and appropriate plant operating schedule. There is a 16" diameter raw water transmission line from the intake structure to the water treatment plant.

The City's Water Treatment Plant was renovated in 2002 to treat up to 2080 gallons per minute (gpm) or three million gallons per day (mgd) of water. Current unit processes within the treatment plant include iron and manganese oxidation, chemical mixing, flocculation, sedimentation, filtration, pre- and post-disinfection, fluoridation and corrosion control. The City has the ability to add carbon when necessary to improve

water quality to the customers. The average daily demand for potable water by the City's customers is approximately 2.27 mgd.

The design capacity of the water treatment plant is as follows:

Clear well capacity (MG)	500,000 gallons
Design capacity (MGD)	3 mgd
Average daily demand (MGD)	2.17 mgd
Peak daily demand (MGD)	2.794 mgd
Average daily pumping time (Hrs.)	20 hrs

The following is a description of the pumps stations within the City's system:

Raw Water: 3 each at 1,040 gpm

High Service Pumps: 3 each at 1000 gpm

Oak Grove Booster Station: 2 each at 200 gpm

The City of Portland's water system contains has approximately 300 miles of water lines within its service area. The City has about 9,506 residential, commercial, and industrial connections serving an estimated population of 23,509 persons (based on 2.47 persons per connection, per most recent TDEC Sanitary Survey). The Portland water service area extends east to within one mile of Westmoreland, Tennessee city limits, northeast to the Oak Grove community, north to the Kentucky state line near Mitchellville, Tennessee, west to northeast Robertson County including Orlinda, Tennessee, and south to State Highways 109 and 76. In 2025, the Portland water system experienced a water loss of approximately 25%.

Risk to the Water System from Competing Users

The City of Portland is not aware of competition for raw water resources with respect to Drakes Creek or the City Lake.

On days of peak water demand, but not necessarily during a severe drought, customer account categories typically reflect the following demands:

**Table 1: Water Use by Customer Account Categories
During Periods of Peak Demand**

Customer Account Category	Definition of Customer Account Category	Percentage of Peak Water Demand
Residential	Potable water used for human consumption, including domestic sanitation, livestock watering and residential lawn watering	70%
Commercial - Institutional	Potable water consumption related to medical facilities, nursing homes, care for the elderly, apartments, restaurants, offices, retail space, schools, commercial car washes, recreation including golf courses, etc.	16%
Public Use and System Losses	Potable water used for fire protection, flushing to maintain water quality, line breaks and leaks, system usage, etc.	3%
Industrial	Potable water used for sanitation, process, cooling, etc. by industrial customers.	11%

On an average day, when considered on an annual basis, water use or demand by the City's system is approximately 2.17 million gallons. The lowest monthly use or base use typically occurs in March, when the average daily use is about 2.0 million gallons. Peak demands typically occur in July or August, with average peak day demands of approximately 2.7 million gallons.

Purpose of the Drought Management Plan

The purpose of this DMP is to identify implementable strategies for reducing potable water demand and to identify potential strategies for supplementing available drinking water supplies in the event of a drought or whenever existing water supplies become inadequate to meet the then-current demand for potable water.

The significance of taking into account potable water usage on average days and during peak water demand periods, though such periods may not reflect an extreme or exceptional drought, is to enable City personnel to identify water uses that have the potential to be reduced more easily than other uses, e.g. to identify potential discretionary or non-essential water uses as opposed to essential uses. Based on the information presented on the previous page, as well as the information summarized in Table 2 on the next page, it is evident that peak water use by residential customers

typically increases about 20 percent over their average and base water uses. The increase is likely attributable to multiple types of water use, including lawn and landscape watering, swimming pool use and personal bathing and laundry activities. There was a 3 percent increase in commercial - institutional use. Public use decreased by 3 percent due to increased flushing activities to maintain water quality during the peak month and additional irrigation at city parks. There was no change in industrial usage percentages between base and peaks usage periods. Overall, the peak water use is approximately 21 percent greater than the base use.

Table 2: Daily Water Use - Average and Peak Demands

(1)	(2)	(3)	(4)	(5)	(6)	(7)
Water Water Use Category	Water Use In Gallons (February - Base Use)	Water Use (As A % Of Total)	Water Use In Gallons (July - Peak Use)	Water Use (As A % Of Total)	Increase In Gallons	Percent Increase (Peak Over Base Use)
Residential	27,434,711	70%	34,259,381	70%	6,824,670	20%
Commercial - Institutional	5,065,791	13%	8,014,449	16%	2,948,658	37%
Public Use	2,389,740	6%	1,578,131	3%	-811,609	-33%
Industrial	4,264,659	11%	5,388,175	11%	1,123,516	21%
Total	39,154,901	100.00	49,240,136	100.00	10,085,235	21%

Since the above water use data reflect a typical peak summer water use, but not necessarily a moderate, severe or extreme drought, as characterized by the National Drought Mitigation Center, the City's management staff believe some very limited additional water use might be expected by a few residential customers of the system to water cattle and other livestock, even though those customers usually rely on ponds and small streams that may be depleted in a severe drought. However, the staff believes that such additional water use would be limited, since there are no large-scale livestock operations within the City's service area. Also, since many of the small streams in the area dry up every summer, many of the users of water for farming operations would already be using water from the City throughout the summer, thereby mitigating additional demands that might be expected in other situations.

As the City collects additional data to try and correlate drought conditions or levels with water use, planning for different levels of drought may be more finely tuned. Since such data is lacking at the present time, the management staff will assume that the demand could be reduced to the base water use plus some incremental additional use (such as for watering livestock and limited irrigation) to be the system's drought management

goal. Such a level of use would likely correspond to the water system's average monthly use of approximately 2.16 MGD plus an incremental increase.

The total water system demands are met solely by the production of potable water at the City's water treatment plant. To help the City plan for meeting system demands in emergency situations, the City maintains metered connections so that water may be purchased from the White House Utility District and the City of Westmoreland.

In reviewing the increases in water use (i.e. peak over average) during summer months, and particularly the substantial increases in residential, industrial and public use needs, the City's management staff has determined that most of the increase is likely the result of the watering of lawns, increased flushing and landscape watering. Since the preparation of this DMP involved a comprehensive evaluation of all water uses, it was important to accurately determine the primary water uses and customers responsible for the increased usage during summer months.

Drought Management Plan within the Context of the Emergency Operations Plan

The development of the City's DMP and Emergency Operations Plan (EOP) were assigned to the manager of the City's water system. A team of individuals were organized to help develop the plan, which includes both residential customers and business owners within the City's service area. The EOP addresses several potential events detrimental to the operation of the water system, such as severe weather events, earthquakes, major line breaks, chemical contamination, biological contamination, nuclear contamination, long term power outages, getting water to the public in the event that the system is inoperable, and flooding events. The DMP is incorporated into the EOP, but is a standalone document that focuses attention on managing supplies and water demand during a declared drought. Also, the procedure to disinfect water tanker trucks used for potable water can be found in the Water Treatment Plants emergency operations plan (EOP).

SECTION 2 – ORGANIZING THE PLAN

The Planning Committee, Planning Process, Public Involvement and Public Review

City of Portland's DMP is a separate component of the EOP, as mentioned previously in this Plan. It was created by a consulting engineer working with the City's staff, but also included input from a focus group in both the development and review of the DMP. Unlike the EOP, the DMP contains standby rate structures, and restricts and/or bans certain water uses in times of a declared drought. The DMP was adopted by the Board of Alderman for the City. Adoption of the DMP followed rules and procedures required by the Board of Alderman, which incorporated a time frame for public review. The approximate timeline outlining the high points involved in the Plan development process are as follows:

- 1) December 2010 and January 2011 – Development of the Drought Management Group (DMG);
- 2) December 2010 and January 2011 – Preparation of DMP outline and preliminary draft via input of City Manager, DMG, and consultant engineer;
- 3) February 2011 - Preparation of final DMP draft for Public Hearing and Board of Alderman approval;
- 4) October 2011 – Public hearing and Board of Alderman approval of DMP.

The Identification of Goals – Objectives and Priorities

The goal of this Plan was to provide water for all priority uses, as established by the water system, under worsening levels of drought conditions. The three (3) major priority uses listed in order of importance are as follows:

- 1) Maintenance of public health and safety;
- 2) Sustaining economic activity; and,
- 3) Preserving critical environmental resources and life activities.

Water uses and the levels of water availability were taken into account when establishing these priority uses of water.

Priority Water Uses in Order of General Importance

As outlined in the previous sub-section, the maintenance of public health and safety is the most important goal for the City. Listed below are general water uses shown in order of priority.

- 1) Human consumption for drinking water, domestic cooking, bathing and toilet use;
- 2) Fire protection;
- 3) Livestock;
- 4) Schools and institutional uses;
- 5) Industry, manufacturing, and commercial;
- 6) Environmental and aquatic habitats;
- 7) Landscape and agricultural watering;
- 8) Lawn watering and vehicle washing;
- 9) Recreation.

The prioritization of specific uses in no way excuses certain water customers from adhering to the City's expectations for water restrictions and/or reductions during a declared drought situation. All water customers shall be required to adhere to DMP policies regardless of their level of priority.

Larger Resources Planning Context

The City of Portland should be able to meet the demands of their water customers during a declared drought event via utilization of their existing raw water supply. As previously mentioned in this report, the City has two (2) raw water sources serving a Water Treatment Plant with a peak capacity of 3.0 MGD. Peak flows without drought restrictions are presently approximately 2.7 MGD in the summer months.

However, it is the intent of City to maintain interconnections with two (2) neighboring utilities, as previously identified. This will significantly enhance the water system's capability to manage a severe or exceptional drought, as well as improve the City's ability to meet future water system demands.

SECTION 3 – IDENTIFY EXISTING PLANS, PARTNERSHIPS, POLICIES AND PROCEDURES

Existing Emergency Operations Plans and Drought Management Plans

The City of Portland has an Emergency Operations Plan (EOP) that addresses severe weather events, earthquakes, major line breaks, chemical contamination, biological contamination, nuclear contamination, long term power outages, getting water to the public in the event that the system is inoperable, and flooding events. However, the EOP is separate from the City's Drought Management Plan and is generally unavailable for public review.

Since droughts emerge more slowly than the threats addressed by the EOP, public involvement in the development of a DMP has significant advantages. Communities and water systems usually deal with limited water availability over a much longer period of time requiring longer-term reductions in water use during a drought. Public involvement in developing the DMP greatly increases the likelihood that the public will understand and accept the Plan when it is necessary to execute it.

Interconnections, Agreements and Backup Sources

The City of Portland has interconnections with two (2) neighboring water systems: White House Utility District and the City of Westmoreland. There are two (2) interconnections with White House Utility District and one (1) interconnection with the City of Westmoreland. There are agreements in effect between the City and these neighboring water systems, which will allow for water to be purchased during emergency and/or drought conditions.

Ordinances, Policies and Legal Requirements

The City of Portland's DMP, rules, ordinances, and policies are available for review at the City Hall located at 100 South Russell Street, Portland, Tennessee 37148, Phone (615) 325-6776.

SECTION 4 – COORDINATION WITH STATE AND REGIONAL AGENCIES

Identify Stakeholders to Clarify and Resolve Potential Conflicts

The City of Portland has not experienced any significant decrease in the availability of raw water supply during previous drought events. However, the potential for a decrease in the availability of raw water supply is always a possibility.

In the event that neither Drakes Creek nor the City Lake could safely yield sufficient raw water for the water treatment plant, the City of Portland would immediately contact neighboring utilities in order to utilize interconnections. This is one of the trigger points discussed later in the Plan. If neighboring utilities were not able to assist the City due to restrictions or unavailability of water, City would utilize their existing two (2) raw water sources to the greatest extent possible. This is also a trigger point discussed later in the Plan.

Coordination with the Tennessee Department of Environment and Conservation (TDEC) and the local stakeholders, the White House Utility District and City of Westmoreland, is mandatory via the DMP upon declaration of a drought condition.

SECTION 5 –PLAN MANAGEMENT PHASES AND RESPONSES/ TRIGGER POINTS

Phased Management

The DMP is broken into the following four (4) management phases:

- 1) Drought Alert;
- 2) Voluntary Water Reductions;
- 3) Mandatory Water Restrictions; and,
- 4) Emergency Water Management.

These drought management phases and the related trigger points along with their associated goals as described in this Section. Failure to achieve the goals of any management phase within a reasonable time frame will automatically result in the implementation of the next phase.

Drought Alert

Presently peak demand for City is approximately 2.794 MGD with an average daily demand of 2.17 MGD. In the “Drought Alert” phase, no reduction in the amount of water use demand is planned. The City will concentrate on monitoring conditions, prepare for the possible implementation of the next phase “Voluntary Reductions”, and call the drought management group together to review the DMP and evaluate next-step actions, if such action is deemed appropriate by the City’s Director of Utilities.

Drought Alert

Trigger points and implementation of phases

A Drought Alert may be issued when the US Drought Monitor includes the City of Portland in the “D1” classification for two (2) or more consecutive weeks, which is a moderate drought resulting in either agricultural or hydrologic impacts. Once the water system is included in this classification, officials responsible for monitoring drought trigger points will initiate appropriate monitoring activities.

Contact Division of Water Resources

The Director of Utilities will notify the Division of Water Supply’s Nashville Environmental Field Office Via telephone at 615-687-7000 within 30 days of the City’s determination that a “Drought Alert” Phase has been initiated.

Voluntary Water Reductions

As a first step, the Director of Utilities and Drought Management Group (DMG) feel that it is critical to reduce water demand to more sustainable levels via the timely implementation of the “Voluntary Water Reductions” phase. During this phase water levels cannot be maintained during peak flows without significantly drawing down water levels in the storage tanks and/or stressing the system hydraulically. City has established a water reduction goal of **10** percent based upon the peak demand of 2.794 MGD for the “Voluntary Water Reductions” phase. This figure corresponds to a reduction in water usage of approximately 0.28 MGD. Peak demand would then be 2.5 MGD during this phase with an average daily demand of 2.1 MGD or less.

Customers will be encouraged to use efficient water practices, such as watering lawns outside of daylight hours and more careful watering of shrubs and landscape plantings. In addition, the City will encourage that the domestic washing of cars, as well as sidewalks and parking lot washing, be limited as much as possible. The first-tier water rate increase of **5** percent, in the three-tier rate structure, may be enforced in this phase per Appendix A of the DMP. This surcharge to water rates will be applied to further encourage a reduction in water use. There will be no rate increase to a minimum bill. TDEC and neighboring interconnected water systems will be informed that City of Portland has initiated the “Voluntary Water Reductions” phase of their DMP.

Voluntary Water Reductions

Trigger points and implementation of phases

The trigger points for implementing the “Voluntary Water Reductions” phase includes various hydraulic issues, which are as follows:

- 1) Water pressures observed during peak demand at higher elevations in the distribution system that have a pressure drop greater than **10** psi, beyond the normal pressures for peak demand periods, over ten (10) consecutive days or greater;
- 2) Numerous customer complaints of low water pressure, especially from customers located in areas of higher elevation;
- 3) Customer complaints for low water pressure in areas that are immediately upstream of booster stations; and,
- 4) Water demand exceeds the level of **75%** of the capacity of the water treatment plant for ten (10) consecutive days or more.

Upon verification of any or all of these trigger points, the implementation of the “Voluntary Reductions” phase may begin.

Purchase of water

The Director of Utilities will coordinate the purchase from other utilities, once “Voluntary Water Reductions” phase has been initiated.

Enforcement

The goal of this phase is to bring water use demand to a level that is sustainable for at least 90 days under present drought conditions. The “Voluntary Water Reductions” phase calls for some restraint from users and operates under the premise that the expectation of rainfall is likely, on a statistical basis, to replenish water supplies. This phase would likely correspond to either abnormally dry or moderate drought as described by the US Drought Monitor. However, it is possible that conditions might even be described as a severe drought, depending on local conditions. It may also be possible that the City’s water supply may be unaffected, even though the US Drought Monitor includes the City’s service area in a drought condition. The Director of Utilities should thoroughly evaluate local conditions prior to implementing the Voluntary Water Reductions.

Customer Outreach – City of Portland’s automated calling system (Code Red) may be used in conjunction with other media sources to get information to customers about the Voluntary Water reductions. The City’s website will also be used to post messages. With details regarding an established water reduction goal of 10 percent and water rate increase of 5 percent, in the three-tier rate structure.

Contact Division of Water Supply

The Director of Utilities will notify the Division of Water Supply’s Nashville Environmental Field Office Via telephone at 615-687-7000 within 24 hours of the City’s determination that a Voluntary Water reduction Phase has been initiated.

Monitoring conditions

The City will concentrate on monitoring weather conditions, the level of City Lake, storage tank levels and may implement hydrologic modeling, in order to prepare for the possible implementation of the next phase “Mandatory Water Restrictions”, and call the drought management group together to review the DMP and evaluate next-step actions, if such action is deemed appropriate by the City’s Director of Utilities.

Mandatory Water Restrictions

The goal of activating a “Mandatory Water Restrictions” phase would be to reduce water demand by 20 percent based upon the peak demand of 2.794 MGD, which corresponds to a reduction in water usage of approximately 0.56 MGD, or a peak demand of 2.2 MGD. The average daily demand will be reduced to about 2.0 MGD, a reduction of approximately 20 percent, during this phase.

Reductions in use will be accomplished by requiring customers to do the following:

- 1) Observe timeframes for watering shrubs and landscape plantings allowing only handheld means of watering;
- 2) Watering of shrubs and landscape plantings, and lawn watering shall be performed only outside of daylight hours;
- 3) Imposing a ban on sidewalk and parking lot washing, and domestic car washing as outlined in the “Voluntary Water Restrictions” phase;
- 4) Applying a 15 percent surcharge to water rates per Appendix A of the DMP;
- 5) Imposing a ban of commercial car washes that do not utilize recycled water.

Compliance fees will be funded by increase in water rates upon the implementation of this phase. There will be no rate increase to a minimum bill.

Neighboring interconnected water systems will be informed that the City has initiated the “Mandatory Water Restrictions” phase of their DMP.

Mandatory Water Restrictions Trigger points and implementation of phases

The trigger points for implementing the “Mandatory Water Restrictions” phase are as follows:

- 1) Water pressures observed during peak demand at higher elevations in the distribution system that have a pressure drop greater than 20 psi, beyond the normal pressures for peak demand periods, over ten (10) consecutive days or greater;
- 2) Inability of the water treatment plant to operate at peak capacity, as required to maintain tank levels and system pressures during peak demand periods, due to a reduction in the yield of the raw water supplies; and,
- 3) Inability of any one of the distribution system’s storage tanks to not fully recover to full capacity during an overnight period.
- 4) Inability of Drakes Creek to safely yield sufficient raw water, causing the Water Treatment Plant to pull raw water 50% from City Lake.
- 5) Water demand exceeds the level of 80% of the capacity of the water treatment plant for ten (10) consecutive days or more.

Upon verification of any or all of these trigger points, the implementation of the “Mandatory Water Restrictions” phase may begin.

Purchase of water

The Director of Utilities will coordinate the purchase from other utilities, once “Mandatory Water Restrictions” phase has been initiated.

Enforcement

Mandatory Restriction Phase enforcement

- 1) Warning – One warning will be given to customers not complying with the mandatory restrictions. This warning will be delivered in writing to the customer that appears on the application/contract for water service. Also, City of Portland personnel will verbally warn customers on site if customers are found on-site.
- 2) Schedule of penalties – if a customer fails to comply with mandatory water use reductions after being issued a warning, a penalty of \$200 will be issued to the account of the offending customer for each day the customer is in violation of the restrictions.
- 3) Termination of service – If a customer fails to comply with the mandatory restriction phase for more than three consecutive days, the customer's water service shall be terminated. Once payment for penalty has been received water service will be reinstated.
- 4) Personal participation by the customer in any such violation shall not be necessary to impose responsibility on the customer.

The goal of this phase is to bring water use demand to a level that is sustainable for at least 60 days under present drought conditions. The "Mandatory Water Restrictions" phase calls for some restraint from users and operates under the premise that the expectation of rainfall is likely, on a statistical basis, to replenish water supplies. This phase would likely correspond to either severe or extreme drought as described by the US Drought Monitor. It is possible that conditions might even be described as an exceptional drought.

Contact Division of Water Supply

The Director of Utilities will notify the Division of Water Supply's Nashville Environmental Field Office Via telephone at 615-687-7000 within 24 hours of the City's determination that a "Mandatory Restriction" Phase has been initiated.

Monitoring conditions

The City will concentrate on monitoring weather conditions, the level of City Lake, and storage tank levels using the Water Treatment Plant's SCADA system. The implementation of hydrologic modeling software, in order to prepare for the possible implementation of the next phase "Emergency Water Management", and call the drought management group together to review the DMP and evaluate next-step actions, if such action is deemed appropriate by the City's Director of Utilities.

Emergency Water Management

The “Emergency Management” phase of the drought management process will be triggered by severe hydraulic issues such as pressure loss or temporary loss of service in the distribution system. The purpose of this phase is to reduce water supply by 35 percent of the peak demand or approximately 1.0 MGD. Peak demand should be approximately 1.8 MGD with average daily demands not to exceed approximately 1.4 MGD during the “Emergency Management” phase. Average daily demands will be reduced by approximately 20 percent.

Reductions in water use will be accomplished by a 25 percent increase in water rates per Appendix A, and adherence to the City’s water use priorities as outlined under “Priority Water Uses in Order of General Importance” in Section 2 of the DMP. There will be no rate increase to a minimum bill. Additional uses that may be banned under this phase are watering of lawns, athletic fields, landscape plantings, shrubs, and trees. All car washing, both domestic and commercially owned, will be banned under this phase. Neighboring interconnected water systems will be informed that the City has initiated the “Emergency Water Management” phase of their DMP.

Emergency Water Management Trigger points and implementation of phases

The trigger points for implementing the “Water Emergency Management” phase are as follows:

- 1) Water pressures observed in the distribution system that are nearing 20 psi;
- 2) Inability of the water treatment plant to operate at 60 percent of its peak capacity due to a reduction in the raw water supply available from Drakes Creek and the City Lake; and,
- 3) Inability of any one of the distribution system’s storage tanks to not recover to a 75 percent capacity during an overnight period.
- 4) Reduction of City Lake to 50%

Upon verification of any or all of these trigger points, the implementation of the “Water Emergency Management” phase may begin.

Enforcement

Emergency Water Management enforcement

- 1) Warning – One warning will be given to customers not complying with the Emergency Water Management restrictions. This warning will be delivered in writing to the customer that appears on the application/contract for water service. Also, City of Portland personnel will verbally warn customers on site if customers are found on-sit.

- 2) Schedule of penalties – if a customer fails to comply with Emergency Water Management reductions after being issued a warning, a penalty of \$200 will be issued to the account of the offending customer for each day the customer is in violation.
- 3) Termination of service – If a customer fails to comply with the Emergency Water Management phase for more than two consecutive days, the customer's water service shall be terminated. Once payment for penalty has been received water service will be reinstated.
- 4) Personal participation by the customer in any such violation shall not be necessary to impose responsibility on the customer.

The goal of this phase is to bring water use demand to a level that is sustainable for an extended period of time under the present drought conditions. The "Water Emergency Management" phase calls for sacrifices by all users. It operates under the premise that rainfall is not likely to occur, and that extremely limited supplies must be reserved for supporting life and necessary sanitary uses. Human consumption shall be the primary, but not sole, utilization of available water resources. Hardship cases involving livestock, businesses, etc. shall be evaluated by the Director of Utilities as a first source, but may go to the DMG for further review if so approved by the Board of Alderman. This phase would likely correspond to conditions described as an exceptional drought by the US Drought Monitor.

Contact Division of Water Supply

The Director of Utilities will notify the Division of Water Supply's Nashville Environmental Field Office Via telephone at 615-687-7000 within 24 hours of the City's determination that the Emergency Water Management Phase has been initiated.

Monitoring conditions

The City will concentrate on increased monitoring of conditions. The City will continue monitoring distribution system operational changes, raw water level, water purchases from neighboring systems and focus on increased efforts to reduce consumption to preserve adequate levels of service. Also, call the drought management group together to review the DMP and evaluate next-step actions, prepare for the possible implementation of "Rationing", see (Limiting Factors and Critical Customers), if such action is deemed appropriate by the Director of Utilities.

Public Notification

The public will be notified upon the implementation of any phase of the Drought Management Plan. Public notification may consist of news releases to the media, including but not limited to local newspapers, local radio, social media, regional television stations, print and printing on the water bills may be used to notify larger portions of the customer base.

In addition, City staff will be assigned to contact or visit major water users such as schools, golf courses, and commercial establishments to distribute information regarding the necessary reduction of water use during the various management phases outlined in the City's DMP. The City will attempt to have their Director of Utilities scheduled to speak at various civic clubs, schools and places of business, in order to both stress the need to reduce water use and the implementation of the phases outlined in the City's DMP.

Water Quality Issues

During periods of drought it is common for the quality of source waters to be altered, due to increased likelihood of anaerobic conditions and algae growth. Often times, customer taste and odor complaints correspond to drought conditions.

It is the intent of the City to address taste and odor complaints to the greatest extent possible via the addition of sodium permanganate to the treatment process and increased flushing of water lines. However, under the "Water Emergency Management" phase, additional flushing will not be allowed, and priority shall be given to maintaining operation of the water system.

Limiting Factors and Critical Customers

The limiting factor for providing water to the City's customers is the yield of the raw water sources. The sub-section "Priority Water Uses in Order of General Importance" in Section 2 of this Plan lists critical water usage categories in their order of importance. It is the intent of the City of Portland to follow this order of priority to the greatest extent possible during severe drought conditions.

SECTION 6 – IDENTIFY THE MANAGEMENT TEAM’S PURPOSE, STRUCTURE, ROLES AND FUNCTIONS

Establish Management Team

The City of Portland has designated the Director of Utilities to serve as the DMP Implementation Manager. He or she is ultimately responsible for the management of the water system. In addition, there will be a Drought Management Group (DMG) to assist the Director of Utilities in overseeing the implementation of the DMP. The names and contact information for DMG members is on file at the City Hall and is available to the public upon request. Terms of service shall generally be 3 years and staggered after initial DMG is established. However, individual members of the DMG may be reappointed at the end of their term, if they are willing to continue serving in such capacity. DMG members will be representative of the City’s customer base and structured as follows:

- 1) A Member of the Board of Alderman;
- 2) City of Portland Director of Utilities;
- 3) City of Portland Engineer;
- 4) Chief Water Treatment Plant Operator;
- 5) **City of Portland Fire Chief;**
- 6) Two (2) commercial account representatives; and
- 7) Two (2) residential account representatives.

This management group will advise and assist the Director of Utilities in gathering information, assessing the situation, and then recommend, advise and ultimately approve the Director of Utilities’ course of action. Once a “Drought Alert” has been initiated, the management group will be activated and will meet as often as required. The management group monitors water system conditions, including water demand, water supply, forecasted conditions, hydraulic conditions water quality issues, impacted communities, public notification, plan modifications, staffing, trigger points, and other issues related to the implementation of the plan, using information provided by the City’s staff. In addition, the DMG and Director of Utilities must maintain a record of their actions, system conditions at the time management actions are taken, and document the effects of these actions. In closing, the drought management group and Director of Utilities must also determine and announce the step-down and/or deactivation of the Plan. This is particularly important since water rates are tied to the DMP, and customers have to know when rates go up and down.

SECTION 7 – REVIEW, EVALUATE, AND UPDATE THE DROUGHT MANGEMENT PLAN

Periodic Review and Update the Drought Management Plan

The Drought Management Plan was adopted by the City of Portland on February 10, 2011. Two (2) additional policies, in reference to the DMP, were also adopted on this date and are as follows:

- 1) A policy to review the DMP within 6 months after any phase of the Plan has been implemented. This policy will be referred to as the Activation Review Policy and will require a review of the procedures for activating the phases and their effectiveness. Upon completion of the review, the DMP will be updated as required.
- 2) A policy to review the Plan every 3 years. This policy will be referred to as the 3-Year Review Policy and will require the consideration of any new circumstances affecting water supply and/or demand that have occurred over this time period. Upon completion of the review, the DMP will be updated as required.

Updates to the Drought Management Plan will be made as necessary. The DMG has the authority to update the DMP at any time but is required at minimum to update the DMP at the times outlined in the Activation Review Policy and 3-Year Review Policy.

The Director of Utilities is the drought manager. The Director of Utilities/drought manager is responsible for making all reviews. He or she is also responsible for presenting the results of their reviews along with any recommendations for revisions or updates to the City's Board of Alderman for approval.

APPENDIX A

Three-Tier Rate Structure

<u>Tier</u>	<u>Rate Increase*</u>	<u>Occurrence</u>
1 st	5.0%	Voluntary Water Reductions
2 nd	15.0%	Mandatory Water Restrictions
3 rd	25.0%	Emergency Water Management

***No rate increases shall occur to the minimum bill.**

ORDINANCE

City of Portland, Tennessee

No. 26 - 41

First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY ORDINANCE 25 - 60 AND REPLACE WITH THIS ORDINANCE TO AMEND THE INDUSTRIAL AND COMMERCIAL GAS METER UPSIZE FEE TO INCLUDE RESIDENTIAL COMMERCIAL AND INDUSTRIAL GAS METER UPSIZE FEE AND TO CODIFY THE CITY'S POLICY IN THE EVENT OF A CUSTOMER'S DEATH

WHEREAS, the City of Portland deems it necessary to establish a new fee structure for water, sewer, natural gas, and capacity letter maintenance fees:

WHEREAS, the City wants to adopt a policy dealing with the death of existing utility customers:

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that Ordinance 25-60 is hereby repealed in its entirety.

BE IT FURTHER ORDAINED that the following fee schedule, along with the City's policy regarding the death of its customers, is hereby adopted:

WATER & SEWER PLAN REVIEW FEES

Review Fees will only be charged one time per project. If the project is inside the Portland City Limits, the review fees will be charged with preliminary plat. If the project does not require a plat, the review fees will be charged with the Construction Plans review. If the project is outside of the Portland City Limits, it will be charged with the review of the plat.

Plan Review Fee

(Due when plans are submitted for review. Must be paid prior to Portland Department of Utilities (PDU) approval.)

- \$1,200 for water plans (per phase)
- \$1,200 for sewer plans (per phase)

WATER METER BASE FEES

Rate Class	Monthly Meter Base Fee for Fiscal Years (FY)		
	FY 2024	FY 2025	FY 2026*
Residential	\$4	\$5	\$6
Commercial/Industrial	\$17	\$18	\$19
Fire Meters	\$76	\$77	\$78

*After Fiscal Year 2026, Meter Base Fees shall remain at the fee detailed under FY 2026

Water Meter Base Fees shall be used to test, calibrate, maintain, install, and replace all meters within the distribution system. Fees shall be calculated as shown above.

Residential Fee – Shall apply to all residential meters

Commercial/Industrial Fee – Shall apply to all commercial & industrial domestic and irrigation meters.

Fire Meters – Shall apply to all fire meters

WATER FEE STRUCTURE

WATER CONNECTION FEES

Residential**	\$120
Commercial	\$180
Industrial	\$600

Water Connection Fees apply to all new account setup.

** In cases of natural disaster, including but not limited to tornado, lightning, flood, fire, sink hole, ice storms, and, other serious acts of nature, residential water connection fees may be waived by the Business Office Manager, at the sole discretion of the Business Office Manager.

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

WATER TAP FEES

TAP SIZE	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
¾"	\$1,500	\$2,400
1"	\$2,100	\$3,120
2"	\$4,500	\$6,000
*3"	\$5,200	\$6,840
*4"	\$6,200	\$8,040
*6"	\$9,200	\$11,640
*8"	\$11,200	\$14,040
*10"	\$15,000	\$19,200
*12"	\$18,000	\$24,000

*Contractor must provide all labor, materials, and meter per PDU specs

The Tap Fees only apply to services. The Tap Fee listed above does not apply to main line extensions or replacements for subdivisions. The developer shall be responsible for the cost of all taps for main line extensions and replacements. The above fees are privilege fees only and will be charged on a per unit basis and are due at the time of setting up service.

WATER IMPROVEMENT FEE

\$1,800 per equivalent residential unit (ERU) on all new development, excluding single-family residential [as defined by the 2018 International Residential Code (IRC) as one-family dwelling (single-family home) or two-family dwelling (duplex)] on existing lots less than 2 acres. If the lot was subdivided by the platting process or a metes and bounds legal description after the passage of this ordinance, the fees shall be required. See “Water Equivalent Residential Units (ERUs)” for ERU calculations.

Commercial and Industrial Improvement fees shall be calculated based upon their estimated domestic flow divided by the ERU. One ERU = 350 gallons per day per 24-hour day. For each unit of domestic flow or part thereof, shall be multiplied by the Water Improvement Fee.

Example: Restaurant with 100 seats
*Estimated Flow: 100 seats * 40 gal per seat = 4,000 gpd*
*4,000 gpd/350 gpd = 11.42 units = 12 units * \$1,800 = \$21,600*

Improvement fees are for the city to make capital improvements to the water system to maintain Level of Service for all rate payers. The City will hold these funds for future projects to improve deficiencies within the water system. The Improvement Fee shall be paid by the developer prior to the signing of the Final Plat. If development requires off-site improvements to the water system, the Water Improvement Fee may be waived for work-in-kind.

If development requires off-site improvements to the water system, the following conditions shall apply:

- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator meets or exceeds 200% of the Improvement/Development fees required by the plat or modeling, all Improvement/Development Fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is between 100% and 199% of the Improvement/Development Fees required by the plat or modeling, then 50% of improvement/development fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is less than 100% of the Improvement/Development fees required by the plat or modeling, no Improvement/Development Fees shall be waived.

WATER EQUIVALENT RESIDENTIAL UNITS (ERUs) are calculated by below:

Self Storage – Calculated as general commercial services but only for the area with a water demand. If the facility is sprinkled, it will be for the full footprint of the facility.

One-Family Dwelling/Single Family Residence – One (1) Unit
Two-Family Dwelling/Duplex – One (1) Unit
Triplex – Three (3) Units
Quadplex – Four (4) Units
Apartments – One (1) Unit per dwelling
Mobile Home Park – One (1) Unit per dwelling
Hotel/Motel – 130 gpd (gallons per day) per room
General Commercial Services – 130 gpd (gallons per day) per 1,000 S.F. of Floor space
Theaters – 5 gals. Per seat
General Office space – 25 gals. Per person
Restaurant – 40 gals. Per seat
Schools – 16 gals. Per person (Employees and Students)
Retirement Community (per bed) – 250 gpd (gallons per day)
Hospitals (per bed) – 250 gpd (gallons per day)
Assisted Care/Nursing Homes – One Half (½) unit per bed
Church (small) – 3 gals. Per seat (no kitchen)
Church (large) – 5 gals. Per seat (Kitchen)
Industrial (Sanitary Waste Only) * – 25 gals. Per person per day (This will be evaluated after one Year.) *The original fee will be based on the number of employees supplied to the City. Any other classification will be calculated at 250 gpd (gallons per day).
Industrial Processed Water - \$750.00 per 1000 gallons per day
Car wash/truck wash – 2 units per bay
Self-service Laundries – 1 unit per washer
Service stations – 1 unit per pump
Bowling Alley – 1 unit/alley

Multi-Family Unit Development shall follow the Water Improvement Fee schedule below:

Multi-Family Unit Water Improvement Fees

Number of Units	Fee per unit
1-50	\$1,800
51-100	\$1,550
101-150	\$1,300
Greater than 150	\$1,000

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision or new development, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing the water main for the length of water main adjacent to the property if the existing pipe diameter size does not meet the minimum requirements stated below. The payment shall be calculated using the City's Pay-In-Lieu of Calculator

Minimum Water Main Pipe Diameter

Within City Limits: 8" – (Unless documented in the City's Capital Improvement Plan to be larger)

Outside of City Limits: 6" – (Unless documented in the City's Capital Improvement Plan to be larger)

Capital Projects Completed by the City

PDU will charge the **PAYMENT-IN-LIEU OF** Fee according to the Fire and Domestic flow requirement of the development. The fee will be calculated for the property's right-of-way and/or easement adjacent to the pipeline. Domestic flow requirements shall be calculated at the TDEC Instantaneous Demand of two (2) gallons per minute per unit. The minimum fee will be as per the City's Minimum Water Main Pipe Diameter requirements. The Pipeline capacity shall be determined from the City's hydraulic model. The capacity of each pipeline will vary based upon its location in the distribution system, length, type of material, etc...

Example: 30-unit Single Family Residential Development with a 12-Inch Diameter Pipeline constructed by City along the property's 300 feet long right-of-way

30 Unit Single Family Residential Development

*Domestic Flow Requirement – 2 gpm/unit * 30 units = 60gpm*

Fire Flow Requirement – 1,000 gpm

Total Flow Requirement – 1,060 gpm

12-Inch Diameter Pipeline

Pipeline Capacity determined from Model (Varies per location) – 1,400 gpm

Unit cost of 12-Inch as per the City's Pay-In-Lieu of Calculator - \$231.25/ft

Length of Right-of-Way – 300 ft

Thus, the Fee would be calculated as follows:

1,060 gpm/1,400 gpm = 76%

*\$231.25/ft * 300 ft * 76% = \$52,527*

DEVELOPER'S CONTRIBUTION

The City may also require payment if the utility has been designed and/or constructed that the new Development will be utilizing. This will be calculated as shown below:

Residential & Commercial

\$750 per ERU

Industrial

\$1,000 per 5,000 SF of building footprint

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city's sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

HYDRANT FLOW TEST FEE

The Hydrant Flow Test Fee shall be \$125 per request.

SEWER FEE STRUCTURE

SEWER TAP FEES AND CAPACITY FEES

<u>Tap Diameter</u>	<u>Inside Tap Fee</u>	<u>Outside (if applicable)</u>
4-6" minimum	\$750.00	\$1,400
Anything over 6"	\$5,000 plus all installation costs	
SR 109 Interchange Sewer	\$10,000*	

- The above fees are privilege fees only and will be charged on a per unit basis.
- They are due at the time of setting up service.
- The specified fee does not include plumber's installation or materials cost.
- If a sewer customer is paying a monthly sewer bill at the time the City begins to collect capacity fees. The customer will not have to pay the capacity fee charge but will have to pay the tap fee if not already paid.
- A change of Use will require a review of capacity fees. Based on the intended use, new capacity fees shall be required.
- Multiple Sewer Capacity Units shall be used to calculate the Capacity Fee if multiple Uses are contained within one structure, i.e. A Convenience Store with gas pumps, restaurant, and a car wash.
- *Any future or current use or expansion of the SR 109 Interchange Sewer System Improvements completed in 2019 shall incur tap fees of \$10,000

<u>Inside Portland City Limits Capacity Fee</u>	<u>Outside Portland City Limits Capacity Fee (Inside Mitchellville and Orlinda Only)</u>
\$1,750	\$2,600

SEWER EQUIVALENT RESIDENTIAL UNITS (ERUs)

For each unit of sewage flow or part thereof (one unit =250 gallons per 24-hour day) there is a capacity fee:

Self Storage – Calculated as general commercial services but only for the area with a sewer demand.

ERUs are calculated by below:

One-Family Dwelling/Single Family Residence – One (1) Unit
Two-Family Dwelling/Duplex – One (1) Unit
Triplex – Three (3) Units
Quadplex – Four (4) Units
Apartments – One (1) Unit per dwelling
Mobile Home Park – One (1) Unit per dwelling
Hotel/Motel – 130 gpd (gallons per day) per room
General Commercial Services – 130 gpd (gallons per day) per 1,000 S.F. of Floor space
Theaters – 5 gals. Per seat
General Office space – 25 gals. Per person
Restaurant – 40 gals. Per seat
Schools – 16 gals. Per person (Employees and Students)
Retirement Community (per bed) – 250 gpd (gallons per day)
Hospitals (per bed) – 250 gpd (gallons per day)
Assisted Care/Nursing Homes – One Half (½) unit per bed
Church (small) – 3 gals. Per seat (no kitchen)
Church (large) – 5 gals. Per seat (Kitchen)
Industrial (Sanitary Waste Only) * – 25 gals. Per person per day (This will be evaluated after one Year.) *The original fee will be based on the number of employees supplied to the City. Any other classification will be calculated at 250 gpd (gallons per day).
Industrial Processed Water - \$750.00 per 1000 gallons per day
Car wash/truck wash – 2 units per bay
Self-service Laundries – 1 unit per washer
Service stations – 1 unit per pump
Bowling Alley – 1 unit/alley

Multi-Family Unit Development shall follow the Capacity Fee schedule below:

Multi-Family Unit Sewer Capacity Fees (Fee per Unit)

Number of Units	Inside City Limits	Outside City Limits
1-50	\$1,750	\$2,600
51-100	\$1,485	\$2,400
101-150	\$1,315	\$2,200
Greater than 150	\$1,135	\$2,000

SEWER IMPROVEMENT FEE

\$1,200 per equivalent residential unit (ERU) on all new development, excluding single-family residential [as defined by the 2018 International Residential Code (IRC) as one-family dwelling (single-family home) or two-family dwelling (duplex)] on existing lots less than 2 acres. If the lot was subdivided by the platting process or a metes and bounds legal description after the passage of this ordinance, the fees shall be required. See “Sewer Equivalent Residential Units (ERUs)” for ERU calculations.

Example: Restaurant with 100 seats
*Estimated Flow: 100 seats * 40 gal per seat = 4,000 gpd*
*4,000 gpd/250 gpd = 16 units = 16 units * \$1,200 = \$19,200*

Improvement fees are for the city to make capital improvements to the sewer system to maintain Level of Service for all rate payers. The City will hold these funds for future projects to improve deficiencies within the sewer system. The Improvement fee shall be paid by the developer prior to the signing of the Final Plat. If development requires off-site improvements to the sewer system, the Sewer Improvement Fee may be waived for work-in-kind.

If development requires off-site improvements to the water system, the following conditions shall apply:

- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator meets or exceeds 200% of the Improvement/Development fees required by the plat or modeling, all Improvement/Development Fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is between 100% and 199% of the Improvement/Development Fees required by the plat or modeling, then 50% of improvement/development fees shall be waived.
- If the cost of the offsite work as calculated by Portland Department of Utilities surety calculator is less than 100% of the Improvement/Development fees required by the plat or modeling, no Improvement/Development Fees shall be waived.

Multi-Family Unit Development shall follow the Sewer Improvement Fee schedule below:

Multi-Family Unit Sewer Improvement Fees

Number of Units	Fee per unit
1-50	\$1,200
51-100	\$1,020
101-150	\$900
Greater than 150	\$750

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision or new development, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing the sewer main for the length of sewer main adjacent to the property if the existing pipe diameter size does not meet the minimum requirements stated below. The payment shall be calculated using the City's Pay-In-Lieu of Calculator.

Minimum Gravity Sewer Main Pipe Diameter: 8"

Capital Projects completed by the City

PDU will charge the **PAY-IN-LIEU OF** Fee based upon the TDEC Wastewater Design Criteria Minimum requirements. The City will charge for the minimum pipe diameter until the flow requires the next size pipe. Gravity Sewer shall be sized for 50% total pipe capacity including a Peaking Factor of four (4). Sewage Flow shall be calculated using the established sewer ERU's listed above. Once the pipe reaches 50% capacity, the next size main is required. The fee will be calculated for the property's right-of-way and/or easement adjacent to the pipeline. The minimum fee will be per the City's Minimum Gravity Sewer Main Pipe Diameter requirement.

The Pipeline capacity shall be determined from the City's hydraulic model. The capacity of each pipeline will vary based upon its location in the Collection system, length, type of material, etc..

Tennessee Department of Environment and Conservation
Wastewater Design Criteria
Chapter 2

Table 2-2 Minimum Slope from Traditional Method

Sewer Size (inches)	Minimum Slope* (feet per 100 feet)
8	0.40
10	0.28
12	0.22
15	0.15
18	0.12
21	0.10
24	0.08
27	0.067
30	0.058
36	0.05 **
42	0.042***

Example: 30-unit Single Family Residential Development with a 30-Inch Diameter Pipeline constructed by City along the property's 300 feet long right-of-way

30 Unit Single Family Residential Development

*Domestic Flow Requirement – 30 units * 250 gpd * 4 = 30,000 gpd*

30-Inch Diameter Pipeline

Pipeline Capacity determined from Model (Varies per location) – 19,811,520 gpd

8-Inch Diameter Pipeline

Pipeline Capacity determined from Model (Varies per location) – 583,200 gpd

*583,200 gpd * 50% = 291,600 gpd*

291,600 gpd > 30,000 gpd – 8-Inch Diameter Pipeline has adequate capacity

Unit cost of 8-Inch as per the City's Pay-In-Lieu of Calculator - \$375.00/ft

Length of Road Frontage – 300 ft

Thus, the Fee would be calculated as follows:

*\$375.00/ft * 300 ft = \$112,500*

DEVELOPER'S CONTRIBUTION

The City may also require payment if the utility has been designed and/or constructed that the new Development will be utilizing. This will be calculated as shown below.

Residential & Commercial

\$1,000 per ERU

Industrial

\$750 per 5,000 SF of building footprint

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city's sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

PRETREATMENT

The City is required by the EPA and TDEC to maintain a Pretreatment Program. The TDEC approved Portland Sewer Use Ordinance governs and set all requirements of the Pretreatment Program.

INDUSTRIAL PRETREATMENT PERMITS

Section 18-206A of the Sewer Use Ordinance gives the City the authority to charge a fee for all permitted users.

Industrial Pretreatment Permit shall have an annual fee of **\$7,500**

The annual fee will be billed at the beginning of every year and the permittee shall remit payment within thirty (30) days of the date of the invoice or the City may disconnect sewer service. Industrial Pretreatment Permit Fee shall become effective January 1, 2025.

FATS, OILS, AND GREASE (FOG) PROGRAM

Section 18-206A of the Sewer Use Ordinance gives the City the authority to charge a fee for the inspection and monitoring of the Grease Management Plan.

FOG Inspection Fee shall be **\$400** annually per device. An establishment having multiple devices shall be charged per Grease Trap/Interceptor.

The annual fee will be billed at the beginning of every year and the permittee shall remit payment within thirty (30) days of the date of the invoice or the City may disconnect sewer service. Grease Trap/Interceptor Fee shall become effective January 1, 2025.

NATURAL GAS FEE STRUCTURE

GAS CONNECTION FEES

Residential**	\$100
Commercial	\$150
Industrial	\$500

Gas Connection Fees apply to all new account setup.

** In cases of natural disaster, including but not limited to tornado, lightning, flood, fire, sink hole, ice storms, and, other serious acts of nature, residential gas connection fees may be waived by the Business Office Manager, at the sole discretion of the Business Office Manager.

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

GAS TAP FEES

TAP SIZE	TAP FEES
3/4"	\$400
1"	\$475
2"	\$550

RESIDENTIAL COMMERCIAL AND INDUSTRIAL GAS METER UPSIZE FEE ---

Customer shall pay all cost associated with upsizing of new meter to meet BTU demand load.

PAYING-IN-LIEU OF UPSIZING

When creating or altering a subdivision, Portland Department of Utilities may require the developer to pay-in-lieu of upsizing if the utility has been designed and/or constructed that the new Development will be utilizing.

ROAD BORE FEE

The horizontal directional drilling fee shall be a pass-through fee from the contractor and the petitioner shall be financially responsible for payment of said fee.

The road bore fee shall be required for any road bore installed by method of horizontal directional drilling (HDD) performed by the city's sub-contractor. This fee shall be paid when the tap and connection fees are paid. This fee will only be charged when the city cannot install the service by our own method of pneumatic mole piercing.

CAPACITY LETTER MAINTENANCE FEES

Each capacity letter (water, sewer, and gas) will have an administrative fee and a per unit fee that will be required to be paid by the petitioner annually for renewal of Capacity/Availability Letters.

INITIAL CAPACITY LETTER FEES

Initial Capacity Fees shall be collected with the initial approval of a Capacity Letter:

RESIDENTIAL FEE STRUCTURE

- Individual Residential Service Availability Application Administrative Fee: \$100
- Residential Subdivision Availability of Service Request Form
Administrative Fee: \$500

COMMERCIAL FEE STRUCTURE

- Commercial Availability of Service Request Form
Administrative Fee: \$1,000

INDUSTRIAL FEE STRUCTURE

- Industrial Availability of Service Request Form
Administrative Fee: \$2,000

CAPACITY LETTER RENEWAL FEES (ANNUALLY)

Capacity Renewal Fees will apply to all Capacity Letter Renewals:

RESIDENTIAL FEE STRUCTURE

- Individual Residential Service Availability Application Administrative Fee: \$100
- Residential Subdivision Availability of Service Request Form
Administrative Fee: \$500 + option A, B, or C
 - A. Up to 100 units: \$50 per unit
 - B. 101 to 300 units: \$40 per unit
 - C. 301 or more units: \$30 per unit

COMMERCIAL FEE STRUCTURE

- Commercial Availability of Service Request Form
Administrative Fee: \$1,000 + \$500 per unit

INDUSTRIAL FEE STRUCTURE

- Industrial Availability of Service Request Form
Administrative Fee: \$2,000 + \$1,000 per unit

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

Mike Callis, Mayor

Attest: Tracy Kizer, City Recorder

Passed First Reading:

Passed Second Reading: