



Board of Mayor and Aldermen
City Council Meeting
Portland City Hall
100 South Russell Street
Portland, TN 37148
April 17, 2023
5:00 PM

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

Documents:

[CITY COUNCIL MINUTES APRIL 3 2023.PDF](#)

- E. Approval Of Agenda
- F. Communications From Council Members
- G. Public Recognition
Up to five minutes per person and comments must pertain to items that are listed on the meeting agenda.

H. Public Hearings

I. Department Reports

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

Documents:

[CITY RECORDER MARCH 2023 MONTHLY REPORT.PDF](#)
[EDU NEWSLETTER MARCH 2023.PDF](#)
[FINANCE FEBRUARY 2023 REPORT.PDF](#)

[FIRE MARCH 2023 MONTHLY REPORT.PDF](#)
[HR 03-2023 MONTHLY REPORTS.PDF](#)
[POLICE MARCH 2023 REPORT.PDF](#)
[PUBLIC WORKS MARCH 2023 REPORTS.PDF](#)
[UTILITIES MARCH 2023 WORK REPORTS.PDF](#)
[BUILDING CODES MARCH 2023 MONTHLY REPORT.PDF](#)

J. Mayor's Report

K. Community Development
Alderwoman Megann Thompson

L. Finance
Alderwoman Penny Barnes

M. Fire Department
Vice Mayor Jody McDowell; Financed by: General Fund

N. Human Resources
Alderwoman Penny Barnes

O. Legislative
Mayor Mike Callis

1. Ordinance No. 23-18 - First Reading
AN ORDINANCE AUTHORIZING THE CITY OF PORTLAND TO ENACT A SENSITIVE
DATA AND INTRUSION POLICY.

Documents:

[ORD 23-18 SENSITIVE DATA AND INTRUSION PROTECTION REVISED 4-10-23.PDF](#)

P. Municipal Airport
Alderman Mike Hall; Financed by: Special Revenue Fund

Q. Parks & Recreation
Alderman Brian Woodall; Financed by: General Fund/Special Revenue Fund - Golf Course

1. Discussion - City Swimming Pool

R. Police Department
Alderman Drew Jennings; Financed by: General Fund

S. Planning & Codes
Alderwoman Megann Thompson; Financed by: General Fund

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

1. Ordinance No. 23-19 - First Reading
AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 22-57 WITH THE

FOLLOWING RATE STRUCTURES FOR STORMWATER LAND DISTURBANCE PERMITS
AND STORMWATER ENGINEERING PLAN REVIEW FEES.

Documents:

[ORD 23-19 REVISED REPEAL AND REPLACE ORD 22-57 FEE
STRUCTURE.PDF](#)

U. Utility Infrastructure

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

1. Ordinance No. 23-14 - Second Reading

AN ORDINANCE TO AMEND SECTION 130 OF TITLE 18 OF THE CITY OF PORTLAND'S
MUNICIPAL CODE WITH THE FOLLOWING LANGUAGE REFERENCING THE CITY'S
MOST RECENTLY APPROVED TENNESSEE DEPARTMENT OF ENVIRONMENT AND
CONSERVATION DROUGHT MANAGEMENT PLAN.

Documents:

[ORD 23-14 REVISE AND REPLACE SECTION 18-130 OF THE MC FOR THE
TDEC APPROVED DROUGHT MANAGEMENT PLAN.PDF](#)

2. Ordinance No. 23-16 - Second Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRITY ORDINANCE 15-34 AND REPLACE
WITH THIS ORDINANCE FOR STANDARD SPECIFICATIONS FOR SEWER AND WATER
INSTALLATION FOR THE CITY OF PORTLAND.

Documents:

[ORD 23-16 2ND 2023 STANDARD SPECIFICATION FOR WATER AND
SEWER.PDF](#)

3. Ordinance No. 23-15 - First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRITY ORDINANCE 22-68 AND REPLACE
WITH THIS ORDINANCE FOR WATER, SEWER AND NATURAL GAS FEE STRUTURE.

Documents:

[ORD 23-15 REVISED FOR WATER SEWER AND GAS FEE STRUCTURE -
WAIVE CONNECTION FEES FOR NATURAL DISASTERS.PDF](#)

4. Ordinance No. 23-20 - First Reading

AN ORIDINANCE TO ENTER A NEW/EXISTING CONTRACT WITH
ARAMARK/MARTINREA FOR UNIFORMS AND ALLIED (MATS/MOPS TOWELS)
SERVICES FOR THE CITY OF PORTLAND.

Documents:

5. Ordinance No. 23-21 - First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRETY RESOLUTION 21-105 AND INCORPORATE INTO THIS ORDINANCE AND TO EXTEND THE CONTRACT WITH THE CITY OF MITCHELLVILLE TO ACCEPT THE DISCHARGE OF SEWER FROM MITCHELLVILLE'S COLLECTION SYSTEM.

Documents:

[ORD 23-21 TO EXTEND MITCHELLVILLE CONTRACT.PDF](#)

6. Ordinance No. 23-22 - First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH CROFT & ASSOCIATES LLC TO PROVIDE PROFESSIONAL LAND ACQUISITION SERVICES FOR THE CITY OF PORTLAND OAK HILL WATER SYSTEM IMPROVEMENTS AND 2021 MASON TANK 12-INCH CONNECTOR FOR WATER SYSTEM IMPROVEMENTS.

Documents:

[23 - 22 ENTER INTO AGREEMENT WITH CROFT AND ASSOCIATES.PDF](#)

7. Resolution No. 23-43

A RESOLUTION TO CONTINUE A WATER MORATORIUM FOR THE OAK GROVE ZONE AREA TO NOT ALLOW THE ISSUANCE OF ANY NEW WATER TAPS UNTIL SUFFICIENT SUPPLY IS AVAILABLE TO MAINTAIN THE SERVICE AREA.

Documents:

[RES 23-43 OAK GROVE WATER TAP CONTINUED MORATORIUM.PDF](#)
[RES 23-43 ATTACHMENT OAK GROVE AREA MAP.PDF](#)

8. Resolution No. 23-44

A RESOLUTION TO APPROVE FUNDING FROM THE CURRENT FISCAL YEAR 2023 WATER SEWER BUDGET FOR THE ESTABLISHMENT OF A WATER SERVICE REPLACEMENT PROJECT IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000).

Documents:

[RES 23-44 WATER SERVICE REPLACEMENT PROJECT.PDF](#)

9. Resolution No. 23-45

A RESOLUTION TO ESTABLISH GUIDELINES FOR CAPACITY LETTERS FOR THE DEPARTMENT OF UTILITIES.

Documents:

[RES 23-45 GUIDELINES FOR CAPACITY LETTERS.PDF](#)
[RES 23-45 ATTACHMENT - EXAMPLE CAPACITY LETTER.PDF](#)

10. Discussion - Sudden Service Sewer Service

Documents:

[DISCUSSION - SUDDEN SERVICE SEWER SERVICE.PDF](#)

11. Discussion - Bidding Process For Collaborative Projects

V. Adjournment

Minutes

Board of Mayor and Aldermen

City of Portland, Tennessee

April 3, 2023

A. Call to Order - Mayor Callis called the meeting to order at 5:07 P.M.

B. Prayer/Pledge – Mayor Mike Callis offered the Invocation and the Pledge of Allegiance.

C. Roll Call -

Present:

Aldерwoman Penny Barnes
Aldерwoman LaToya Holcomb
Vice Mayor Jody McDowell
Aldерwoman Megann Thompson
Alderman Brian Woodall
Mayor Mike Callis

Also Present:

City Attorney John R. Bradley
Finance Director, City Recorder Rachel Slusser
Assistant City Recorder Tracy Kizer

Absent

Alderman Mike Hall
Alderman Drew Jennings

D. Approval of Minutes from March 20, 2023, Council Meeting. Motion was made by Vice Mayor McDowell, seconded by Aldерwoman Thompson to approve the minutes as presented. **Voice vote indicated approval.**

E. Approval of Agenda Mayor requested motion be made to add Ordinance 23-17 for 825B College Street under Planning & Code and the removal of item 4, Ordinance 23-15, under Utilities. A motion was made by Alderman Woodall to amend Agenda as stated by Mayor, seconded by Aldерwoman Holcomb to approve amended agenda. **Voice vote indicated approval of the amended agenda.**

F. Communications from Council Members – Alderman Woodall recognized the Parks Department for a successful Easter Egg hunt. There were several in attendance and children enjoyed the candy and playing on the structures.

G. Public Recognition –

1. James Chaney – Airport Road – Mr. Chaney spoke about Ordinance 23-11. Mr. Chaney has concerns about the additional traffic and the cost of the purchase of property.

H. Public Hearing –

1. **Ordinance 23-08** – An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning unaddressed corner of WT Hardison Street and Gibson Street, Sumner County tax map 200, Group D, parcel 008.00 from R-15 (low density residential to R-10 (low density residential).

No one spoke for or against.

I. Mayor's Report – Mayor gave update on the TDEC grant and stated there will need to be discussion about funding the City portion, should the grant be awarded.

J. Community Development – Aldерwoman Megann Thompson – No items

K. Finance – Alderwoman Penny Barnes – No items

L. Fire Department – Vice Mayor Jody McDowell – No items

Financed by: General Fund

M. Human Resources – Alderwoman Penny Barnes – No items

N. Legislative – Mayor Mike Callis

1. **Resolution No. 23-42** – Resolution for the City of Portland to enter into an agreement with Municipal technical advisory service to codify and revise the Municipal Code of ordinances for the City of Portland. Motion by Alderman Woodall, seconded by Alderwoman Barnes. **Voice vote indicated approval.**

O. Municipal Airport – Alderman Mike Hall - No items

Financed by: Special Revenue Fund

P. Parks & Recreation – Alderman Brian Woodall

Financed by: General Fund / Special Revenue Fund – Golf Course

1. **Ordinance 23-07 – Second Reading** - An ordinance to enter into an agreement with ATIS Golf Land Water for planning and design services for Dogwood Hills Golf course irrigation system. Motion by Alderman Woodall; second by Alderwoman Barnes. **Voice vote indicated approval.**

Q. Police Department – Alderman Drew Jennings - No items

Financed by: General Fund

R. Planning & Codes – Alderwoman Megann Thompson

Financed by: General Fund

1. **Ordinance 23-08 – Second Reading** - An ordinance to amend the City of Portland, Tennessee zoning map by rezoning unaddressed corner of WT Hardison Street and Gibson Street, Sumner County Tax Map 200, Group D, Parcel 008.00 from R-15 (low density residential to R-10 (low density residential). Motion by Alderwoman Thompson, seconded by Alderwoman Holcomb. Alderman Woodall questioned City Planner Nate Heisler, if there was anything ensuring the building would be built above a certain level for water drainage. Mr. Heisler advised it can be made a critical lot after the re-zone and before the building permit. **Voice vote indicated approval.**
2. **Ordinance 23-13 –First Reading** - An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 825A College Street, (Sumner County Tax Map 034, Parcel 056.01) from RS-40 (low density residential) to RM-1 (High density residential). Motion to discuss by Alderwoman Thompson, Second by Alderwoman Barnes. Discussion or Planning & Zoning meeting discussion. Motion made by Alderwoman Thompson to send back to Planning & Zoning with instructions that Council is looking for PUDs for multi-family zoning; seconded by Alderman McDowell. **Voice vote approved to send back to Planning & Zoning with instructions that Council is looking for PUDs for multi-family zoning.**
3. **Ordinance 23-17 –First Reading** - An ordinance to amend the City of Portland, Tennessee zoning map by rezoning 825B College Street, (Sumner County Tax Map 034, Parcel 056.01) from RS-40 (low density residential) to RM-1 (High density residential). Motion to defer back to Planning by Alderwoman Thompson, seconded by Alderwoman Holcomb. **Voice vote approved to send back to Planning & Zoning with instructions that Council is looking for PUDs for multi-family zoning.**

Alderwoman Thompson announced that Thursday, April 6th the City will be having Planning training and everyone on the Council will be invited. Please let Jackie know if you will be attending.

S. Public Works – Alderwoman LaToya Holcomb

Financed by: General Fund – Streets, City Mechanic / Special Revenue Fund – Sanitation, Stormwater

1. **Ordinance No. 23-11 – Second Reading** - An ordinance authorizing the City of Portland to purchase approximately 11.09 acres of property located off of Airport Road in the amount of \$140,000 for a future Stormwater Project. Motion by Alderwoman Holcomb, seconded by Alderwoman Thompson. **Voice vote indicated approval.**

T. Utility Infrastructure – Alderman Brian Woodall

Financed by: Enterprise Fund – Water Distribution, Water Plant, Wastewater Collections, Wastewater Plant, Natural Gas Distribution, GIS, Engineering

1. **Ordinance No. 23-12 – Second Reading**- An ordinance allowing the City of Portland to purchase property from James Lindsey (619 Denning Ford Rd) for access points to the raw water intake on West Fork Drakes Creek. Moved to approve by Alderman Woodall, second by Alderwoman Thompson. **Voice vote indicated approval.**
2. **Ordinance No. 22-67 – Second Reading** – An ordinance to authorize the mayor to enter into a development agreement with Portland Commerce Land 1, LLC for the installation of a 12” waterline through the property connecting Eubanks Road & Vaughn Parkway waterlines in Robertson County, including any water and sewer improvement fees, for Stateline Commerce Center, North phase 1, located off Vaughn Parkway and Eubanks Road, Tax Map 012, Parcels 038.01 in Portland, Tennessee. Move to approve Alderman Woodall, second by Alderwoman Barnes. Discussion of revisions from September 12, 2022, to current. Motion to accept amendment as presented by Utilities Alderman Woodall, second by Alderwoman Holcomb. **Voice vote indicated approval.**
3. **Ordinance No. 23-14 – First Reading** – An ordinance to amend section 130 of Title 18 of the City of Portland’s municipal code with the following language referencing the City’s most recently approved Tennessee Department of Environment and Conservation drought management plan. Motion to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**
4. **Ordinance No. 23-16 – First Reading** – An ordinance to rescind in its entirety Ordinance 15-34 and replace with this ordinance for standard specification for sewer and water installation for the City of Portland. Motion to accept Alderman Woodall, second by Alderwoman Holcomb. **Voice vote indicated approval.**
5. **Discussion** – Project order for Loan – Mr. Price discussed his list of recommended projects for the use of the five-million-dollar loan.

U. Adjournment – Motion to adjourn made by Alderman McDowell. **Meeting adjourned at 6:29 pm.**

Mike Callis, Mayor

Tracy Kizer, Assistant City Recorder

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

**Phone 615/325-6776 Ext. 245
Fax 615/325-7075**

March 2023 Monthly Report

Number of Council Meetings	2	March 6
		7 Council Members present
		0 Council Members absent
		March 20
		6 Council Members present
		1 Council Members absent
Number of Work Studies	1	
Number of Records Requested	7	



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

MARCH, 2023



Senator Ferrell Haile was the speaker at the March Chamber Luncheon held at the Temple Theatre.



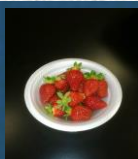
Old Friends & New had a great time at the Ronnie McDowell Concert this month. **Thanks to our Volunteers!**



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

For More Information Call: 615/325-5575.

- Completed the Title VI Online Training and testing on March 22nd. Forwarded the certification to grant administrators.
- Met with the Tennessee Rehabilitation Advisory Council of Sumner County on March 7th at Christian Towers in Gallatin.
- Provided Project Initiations and contracts on several grant projects as requested this month.
- Provided information about the renewal of the Systems Award Management federal grants certification for Portland in March.
- Attended the Budget Planning Meeting on March 1st.
- Provided Portland Data as requested by departments for grant applications, etc.
- Participated in a monthly TEAMS meeting with TVA and State ECD to provide a Portland monthly update.
- Provided information as requested for potential investors in March.
- Requested copies of the Sumner County Joint ECD Meeting held May 19, 2022 for our file.
- Provided updated data for the auditor's MDA Section for finance.



100 South Russell Street
Portland, Tennessee 37148
Phone 615.325.6776 Cell 615.881.3404
Fax 615.325.7075
geminden@cityofportlandtn.gov



March, 2023

**Commemorative Engraved Bricks are available from
the Preservation Foundation.**

Please help us pave the Way!

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



Some Portland High School
Graduates keeping hometown
community in mind.



DOWNTOWN, DOWNTOWN, DOWNTOWN



*The Portland Preservation
Foundation and the Certified
Downtown Committee met on
March 2, 2023.*



Help Pave the Way

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

**All Event Bookings for the Temple Theatre
will now be managed through Barry Young
615/745-5327**

barry@templetheatretn.com

*The Preservation Foundation is proud to
welcome Barry Young to the role of Director
at the Temple Theatre. Barry brings years of
experience with State and County Tourism to
our community. Watch for upcoming events
at the theatre. Event tickets are now available
for purchase online.*

www.templetheatretn.com.

- Temple Theatre was happy to accommodate the Chamber Luncheon this month and welcome State Senator Ferrell Haile.
- Secured contact information for representatives from both TVA and CEMC for the Intergovernmental Coordination Task Force meetings to be conducted by GNRC.
- Electronically filed the Corporation Annual Report for the Portland Industrial Development Board to the Secretary of State on March 15th.

*Pictured Left: Jeff Alfiero, former entertainer at
Maggiano's was introduced to the *Bosendorfer*
& *Pheiffer* Pianos at the theatre this month.
Watch for upcoming piano performances at the
Temple.*

MARCH, 2023

Education = Workforce Development & the Creation of a Skilled Workforce = Re-investment of Community Wealth



SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Honored to have met with Vonda Gates and Sara Warren – the new representatives for Robertson County this week. Special thanks to Kendrick Curtis & Matt Von Lunen with MTIDA, Erin Hutchens with State ECD and Nick Cunningham with TVA. Vonda visited for a Portland familiarization tour, and I met Sara at the Sumner County Tourism Director's Farewell Event.
- Updated the available property listing and current pricing this month.
- Attended the Nashville Area Chamber of Commerce Regional Partners Update on March 23rd.
- Distributed the Sumner County Property Evaluation Report this month which included the evaluation of property along the proposed bypass.
- Worked to bring together partners to provide assurances needed for the State Industrial Access Road to serve the industries in the Eubanks Road area.
- Encouraged participation in the Regional Wage/Benefit Survey conducted by MTIDA.
- Helped direct the Developer Agreement amendment for Project Titan to the appropriate parties. Received the Tax Agreement from the attorneys for the abatement provided for this project.
- Responded to several questions about PILOT abatements and the Industrial Development Board in March.
- Provided the Portland IDB minutes and proof of public notice to the attorneys for the Project Titan abatement.
- Provided data update for the MTIDA community data sheets.

Pictured Left: Jerome Terrell, ECD Director at Cheatham County describes the plans for a new port facility to serve our region.

If your company needs off-site training space

Call 615/745-5327 For Rates & Scheduling

Temple Theatre Welcomes Dorman Products for Training Events



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

March, 2023

City of Portland Office of Economic & Community Development

Portland Municipal Airport

Portland Municipal Airport

- Proud to have Six 1 Fly multi-generational aviation instruction class on campus at the Portland Municipal Airport. Multi-level classes are offered for a variety of ages.
- Provided the assurance letter to TDOT regarding the auditor's procedural finding regarding Section D.5 for Subcontractors.
- The Director attended the Annual Airports Conference in March.
- Right, the airport accommodated Schnuck Helicopter activities this month.
- Provided the initiating paperwork for the Bipartisan Infrastructure Law Grant for property purchases to Finance with the request for \$1,095.00 in matching funds. Proof of this request was forwarded to Sumner County to request reimbursement of these funds.
- Forwarded Invoice Packet 1 through Black Cat Aviation for the BILS Grant.



You cannot buy or borrow your lineage and Portland's pedigree is well worth preserving.

Thank you to everyone who is investing in our community.



Ten years, but it is finally back. Thank you to everyone who supported and believed in this project. Watch for upcoming events. Your continued support is appreciated.



www.cityofportlandtn.gov



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

*As of February 28, 2023
 Fiscal Year has elapsed - 59%*

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,570,689
W/S Bond 2020	\$18,238,174	\$13,609,420

		Board Passed	
	2/28/2023	Budget	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	6,760,919	8,675,000	77.9%
Planning & Codes	1,439,486	1,320,450	109.0%
Intergovernmental	1,312,302	2,176,000	60.3%
Miscellaneous	29,665	46,850	63.3%
Court	144,346	234,500	61.6%
Other Revenues	113,554	311,500	36.5%
Loan Proceeds - Other Fin Source	0	0	0.0%
Grants & Special Projects	364,337	277,500	131.3%
TOTAL	10,164,608	13,041,800	77.9%
Expense			
General Government	1,952,985	2,464,195	79.3%
Administrative & Mayor	217,195	332,350	65.4%
Human Resources	77,524	108,222	71.6%
Planning & Zoning	145,403	279,911	51.9%
Codes	85,175	151,518	56.2%
Court	55,481	71,327	77.8%
Police	2,880,210	3,945,249	73.0%
Fire	1,616,532	3,394,415	47.6%
Streets & Highways	794,548	1,282,826	61.9%
City Garage	74,285	100,128	74.2%
State Street Aid	213,886	650,000	32.9%
Animal Control	58,125	73,898	78.7%
Grants & Special Projects	249,504	1,765,000	14.1%
Swimming Pool	41,178	51,704	79.6%
Parks & Recreation	806,551	1,051,529	76.7%
Community Development	72,317	119,333	60.6%
TOTAL	\$9,340,900	\$15,841,605	59.0%

		Board Passed		
WATER & SEWER		As of 02/28/23	Budget	% of Budget
Revenue				
	Revenue	7,743,455	9,536,000	81.2%
	TOTAL	7,743,455	9,536,000	81.2%
Expense				
	Water Plant	939,423	1,741,922	53.9%
	Water Distribution System	1,247,006	2,722,277	45.8%
	Grants & Projects	2,148,501	8,434,000	25.5%
	Sewer Collection	849,805	2,027,554	41.9%
	Sewer Plant	1,041,643	2,690,327	38.7%
	Business Office	201,654	440,428	45.8%
	Utility Administration	401,890	740,635	54.3%
	TOTAL w/ Bond	6,829,922	18,797,143	36.3%

		Board Passed	
	As of 02/28/23	Budget	% of Budget
AIRPORT FUND			
Revenue	\$5,899,126	\$5,372,000	109.8%
Expense	\$5,831,336	\$5,464,022	106.7%

DRUG FUND				
Revenue		\$3,804	\$4,000	95.1%
Expense		\$2,375	\$28,000	8.5%

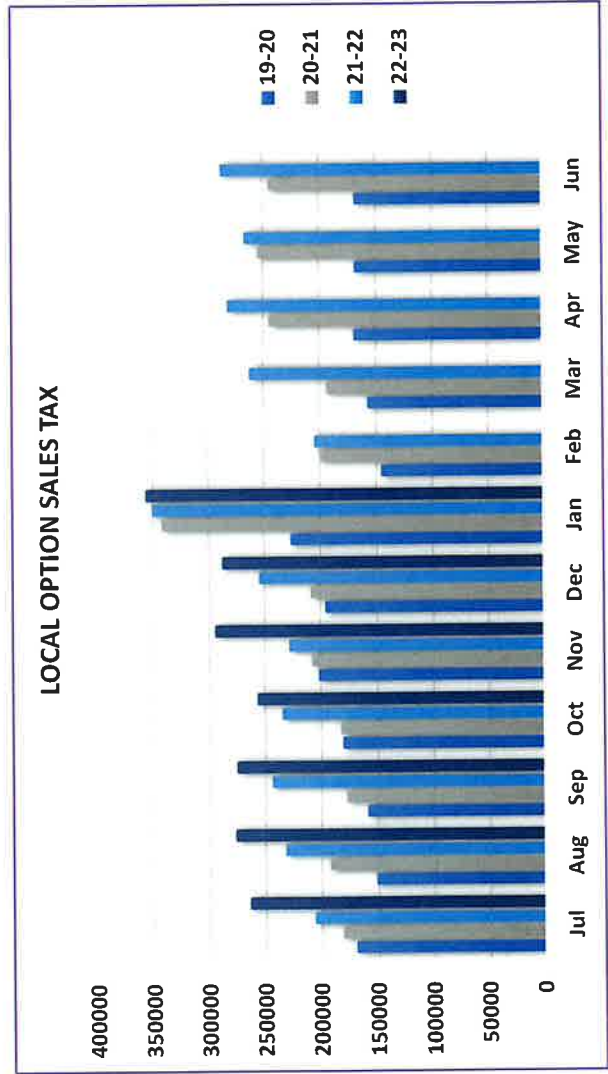
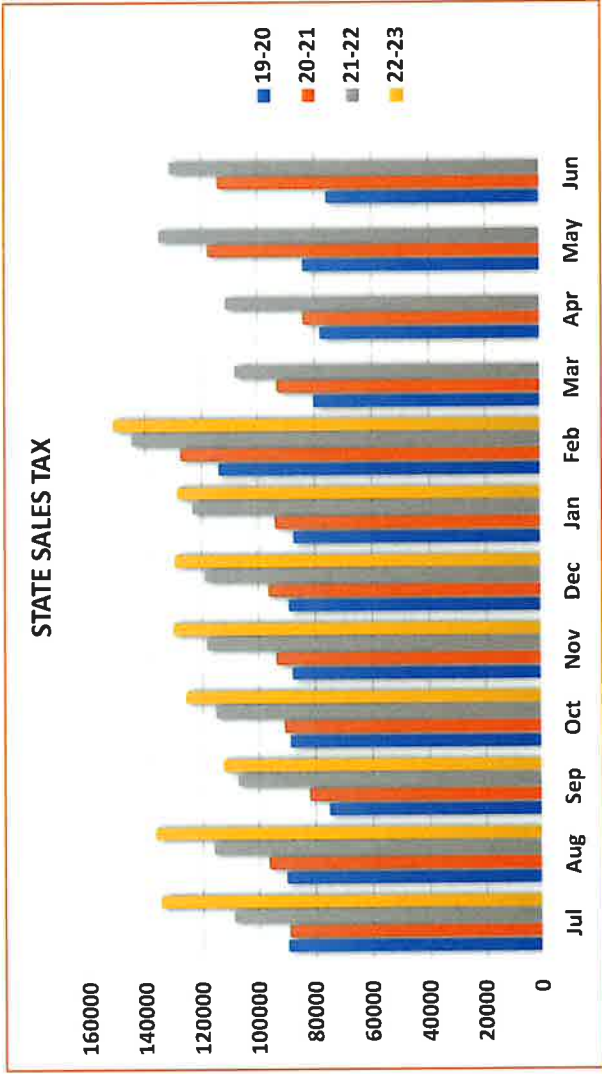
STORMWATER				
Revenue		\$706,674	\$795,000	88.9%
Expense		\$775,118	\$1,377,094	56.3%

SOLID WASTE				
Revenue		\$957,106	\$1,318,032	72.6%
Expense		\$796,478	\$1,271,555	62.6%

GOLF COURSE				
Revenue		\$354,053	\$487,600	72.6%
Expense		\$339,224	\$486,733	69.7%

		As of 02/28/23	Board Passed Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	11,254	20,000	56.3%
	Police	125,262	118,000	106.2%
	Fire	409,273	272,000	150.5%
	TOTAL	\$545,789	\$410,000	133.1%
Expense				
	Parks	2,400	140,000	1.7%
	Police	59,983	96,000	62.5%
	Fire	0	100,000	0.0%
	TOTAL	\$62,383	\$336,000	18.6%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$1,007,779	\$1,174,266	85.8%
Expense		\$371,894	\$1,174,266	31.7%
DEBT SERVICE - SPECIAL REVENUE				
Revenue	Transfer from Sanitation	\$98,308	\$98,342	100.0%
Expense		\$70,185	\$98,342	71.4%
GAS				
Revenue		5,326,687	5,432,000	98.1%
Expense		5,631,854	7,885,509	71.4%

Rachel Slusser, CMFO



City of Portland

Fund Balance Descriptions

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

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

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

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

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

12/31/22 \$ 329,474

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

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

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

12/31/22 \$ 53,487

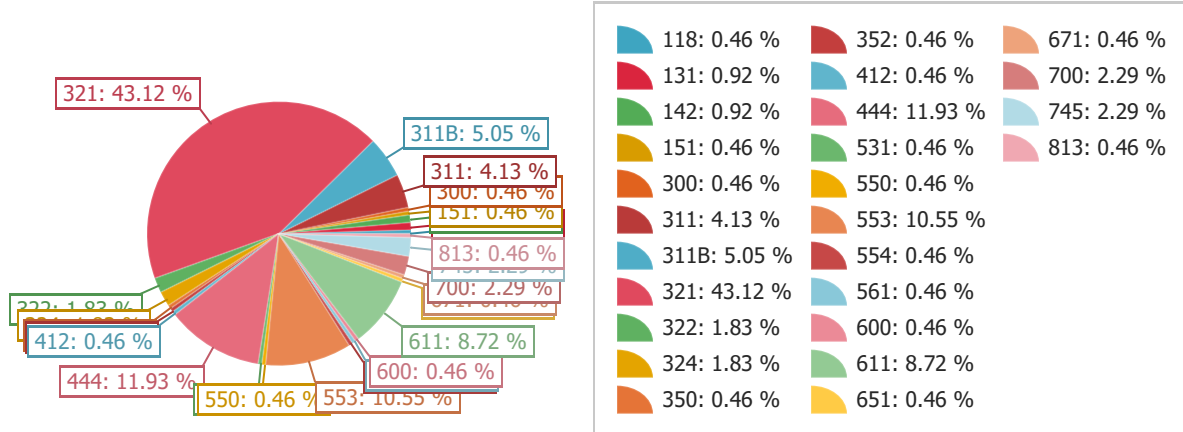


Portland Fire Department

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



Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
118 - Trash or rubbish fire, contained	1	0.46%
131 - Passenger vehicle fire	2	0.92%
142 - Brush or brush-and-grass mixture fire	2	0.92%
151 - Outside rubbish, trash or waste fire	1	0.46%
300 - Rescue, EMS incident, other	1	0.46%
311 - Medical assist, assist EMS crew	9	4.13%
311B - Public Assist	11	5.05%
321 - EMS call, excluding vehicle accident with injury	94	43.12%
322 - Motor vehicle accident with injuries	4	1.83%
324 - Motor vehicle accident with no injuries.	4	1.83%
350 - Extrication, rescue, other	1	0.46%
352 - Extrication of victim(s) from vehicle	1	0.46%
412 - Gas leak (natural gas or LPG)	1	0.46%
444 - Power line down	26	11.93%
531 - Smoke or odor removal	1	0.46%
550 - Public service assistance, other	1	0.46%
553 - Public service	23	10.55%

Incident Type	Total Incidents	Percent
554 - Assist invalid	1	0.46%
561 - Unauthorized burning	1	0.46%
600 - Good intent call, other	1	0.46%
611 - Dispatched & canceled en route	19	8.72%
651 - Smoke scare, odor of smoke	1	0.46%
671 - HazMat release investigation w/no HazMat	1	0.46%
700 - False alarm or false call, other	5	2.29%
745 - Alarm system activation, no fire - unintentional	5	2.29%
813 - Wind storm, tornado/hurricane assessment	1	0.46%

Total Number of Incidents: 218

Total Number of Incident Types: 26

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '3/1/2023 12:00:00 AM' and '3/31/2023 11:59:59 PM'



Human Resources
Monthly Report
Hazel Johnson, Director
Terry Stout, Assistant

March 2023

	October	Year-to-Date
New Hire Orientations		
Full-time	1	7
Re-Hire Orientations	0	0
Part-time	1	7
Retirements	0	1
Severances		
Voluntary	2	6
Involuntary	0	
Full-time to Part-time	0	0
Workers Comp Claims		
New	3	8
Total Active	3	

Current posted positions - 6 full time; 0 part time

Applications received - 8

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

3/1/2023 TO 3/31/2023

CID ACTIVITY					
Cases Assigned	32	Interviews Conducted	56	Asset Forfeitures	0
Cases Closed	3	Monitored Interviews	0	DCS/AOA	22
Cases Cleared	22	Search Warrants	4	Knock and Talk	5
Call outs	1	Judicial Subpoenas	16	Assist Patrol Units	10
Grand Jury Cases	4	General Sessions Cases	4	Forensic Interviews	0
Grand Jury Hours	7	General Sessions Hours	10	Fire Investigations	0
Juv Court Cases	0	Criminal Court Cases	1		
Juv Court Hours	0	Criminal Court Hours	16		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	12	Government	0
E-mails	52	Public Housing	0
Grand Jury & DA Copies	1	Local	13
Arrest Reports	87	Incident Reports	113
Written Warnings	274	City Citations	110

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	80	WILDLIFE	0	DECLARED VICIOUS	1
ANIMALS PICKED UP	33	RETURNED TO OWNER OR RESCUE	13	BARKING COMPLAINT	2
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	2
DOGS	27	ANIMAL BITE ON ANIMAL	2	WILDLIFE/LIVESTOCK COMPLAINTS	3
CATS	5	ANIMAL BITE ON HUMANS	4	TICKETS	1
LIVESTOCK	1	EUTHANASIA	3	WARNINGS	5
WARRANTS		ADOTPTIONS	13	REPORTS	5
SPECIAL ASSIGNMENTS	1				

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	7	RESOLVED BY CONTACT/PHONE	0
NON-COMPLIANCE LETTERS	7	CITY COURTS DATES	1
NEW GRASS/RUBISH COMP	7	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	2	MAIL DELIVERY	17
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	4
FOLLOW-UP PARKING COMP	0	ARRESTS	0
VEHICLES (NON-COMP)	2	REPORTS	1
WORK ORDERS	0	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	0		

CALLS FOR SERVICE					
911 HANG UP	18	EVADING	0	SCHOOL ZONE	24
911 MISDIAL	39	EXPARTE SERVICE	0	SEX OFFENDER REGISTRY	0
911 MISDIRECT	1	EXTRA PATROL	284	SEXUAL ASSAULT	1
911 OPEN LINE	40	FIELD INTERVIEW	0	SHOOTING	0
ABANDONED VEH	3	FIGHT	0	SHOPLIFTING	0
ABUSE INVESTIGATION	0	FIREARM DENIAL	0	SHOTS FIRED/HEARD	2
ACCIDENT INJURY	9	FIREWORKS	1	SOLICITOR	0
ACC. INJURY HIT/RUN	0	FOLLOW UP	26	SPECIAL ASSIGNMENT	2
ACCIDENT PROPERTY	45	FORGERY	0	SPC. ASSIGNMENT-COMMUNITY	2
ACC. PROPERTY HIT/RUN	4	FRAUD	8	STABBING	0
ACC. SERIOUS INJURY	1	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	2
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	5
AIRCRAFT EMERGENCY	0	HARASSMENT	6	SUBJECT CHECK	22
ALARM	42	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	8
ALARM HOLD UP/PANIC	2	HOTEL CHECK	0	SUS. INCIDENT	22
ALARM TEST	0	ILLEGAL DUMPING	0	SUS. PERSON	15
ANIMAL CALL	58	INDECENT EXPOSURE	0	SUS. VEHICLE	9
APARTMENT CHECK	1	INVESTIGATION	1	TALK TO OFFICER	186
ARMED SUBJECT	0	JUVENILE	14	THEFT	7
ARSON	0	JUVENILE TRANSPORT	1	THREATS	3
ASSAULT	3	KIDNAPPING	0	TRAFFIC ENFORCEMENT	53
ASSIST CITIZEN	25	KNOCK AND TALK	0	TRAFFIC HAZARD	27
ASSIST EMS	19	LAKE CHECK	2	TRAFFIC STOP	655
ASSIST FIRE	8	LOCKOUT	2	TRESPASS	0
ASSIST OTHER AGENCY	32	LOCKOUT URGENT	0	UNAUTHORIZED USE OF VEH	1
ATTEMPT TO LOCATE	3	LOST/FOUND PROPERTY	6	UNK SITUATION	1
BARRICADED SUBJECT	0	LPR HIT	3	VANDALISM	3
BOLO	7	MENTAL TRANSPORT	0	VEH. BURGLARY	0
BOMB THREAT	0	MISC/MATTER OF RECORD	7	VEHICLE CHECK	28
BURGLARY	0	MISSING ADULT	1	VIOLATION CORRECTION VERIFY	14
BUSINESS CHECK	426	MISSING JUVENILE	2	VIO. ORDER OF PROTECTION	0
CAR SEAT CHECK	0	NOISE COMPLAINT	6	WARRANT	5
CHECKPOINT	0	OPEN DOOR	3	WEATHER RELATED ISSUES	19
CITY CALL OUT	1	OVERDOSE	3	WELFARE CHECK	10
CIVIL MATTER	5	PARK CHECK	48		
CODE 99	0	PARKING COMPLAINT	3		
CODES	7	PROSTITUTION	0		
DAMAGE TO PROPERTY	9	PROWLER	0		
DEATH INVESTIGATION	2	PUBLIC INTOX	7		
DELIVER MESSAGE	3	RECKLESS DRIVER	28		
DISORDERLY CONDUCT	1	REFERRAL	6		
DISTURBANCE	12	REPO	6		
DOMESTIC	22	RIOT	0		
DRILL	0	ROBBERY	0		
DUI	4	RUNAWAY	2		
DRUG INVESTIGATION	2	SCAM	4		
ESCORT	5	SCHOOL CHECK	46		
PHONE MESSAGE	0	TEST CALL	0		
PRIVATE PROPERTY TOW	1	PRISONER TRANSPORT	2		

Total Calls for Service	2514
Total Written Warnings	274
Total Speeding Citations	93
Total all other city citations	100
Commercial vehicle enforcements	3
Total Arrest	84

FLEX UNIT INFORMATION					
TRAFFIC STOPS	34	DRUGS SEIZED	2	WEAPONS SEIZED	0
WARNINGS	9	HEROIN	0	RIFLE	0
CITATION	0	METHAMPHETAMINE	0	SHOTGUN	0
ARRESTS (CUSTODIAL)	2	COCAINE	0	PISTOL	0
ARRESTS (BY CITATION)	5	MARIJUANA	2G	OTHER	0
		FENTANYL	0		
		PHARMACEUTICALS	4		
			OXYCODONE		
		OTHER	0		

WARRANTS SERVED	2	ASSIST PATROL	18	CONSENSUAL ENCOUNTERS	1
K-9 ALERTS	0	ASSIST OTHER AGENCY	1		

FLEX UNIT COURT INFORMATION					
GRAND JURY	# OF CASES	0	# OF HOURS	0	
GENERAL SESSIONS	# OF CASES	0	# OF HOURS	0	
JUVENILE COURT	# OF CASES	0	# OF HOURS	0	
CRIMINAL COURT	# OF CASES	0	# OF HOURS	0	



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

Date: 4/5/2023

Stormwater Management Monthly Report- March 2023

Public Education and Outreach

The 2nd annual Sumner County Cleanup Day was held on March 25th. There was a great turnout in Portland. See the attached document for more information. The Stormwater Department also began preparations for the Strawberry Festival.

Illicit Discharge Detection and Elimination

There was one Notice of Violation issued in the month of March. This NOV involved an industrial construction site with numerous warnings concerning tracking of mud onto the street. A fine was given and corrective actions were to be implemented within 7 days. The site will continue to be closely monitored.

Construction Site Runoff Control

Pre-Construction Meetings: 1

LDPs issued: 3

CGP Inspections: 27

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

Pre-grading meetings were held with Kirby Building Systems and Parkside Estates. These projects are expected to begin initial grading soon.

Permanent Stormwater Management

New LTMA's received: 1

LTMA Inspections Received: 1

Good Housekeeping

The Stormwater Department communicated with MTAS to schedule a City-wide employee stormwater employee. An official date has not yet been set. Corbin Keen attended the final two Leadership Portland classes.



CITY OF PORTLAND

STORMWATER MANAGEMENT PROGRAM
CORBIN KEEN- STORMWATER PROGRAM MANAGER
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615/325-6776

Date: 4/5/2023

RE: 2nd Annual Sumner County Cleanup Day

On March 25, 2023, the Sumner County Health Committee organized a litter pickup day for all of Sumner County. There were locations set up in Gallatin, Hendersonville, White House, Westmoreland and Portland. Volunteers in Portland picked up litter along Highway 76, W Knight St., Jackson Rd., Highway 109, Kirby Dr., Victor Reiter Pkwy, and Highway 52W. The volunteers made a huge impact on the reduction of litter in Portland. Roadside litter can have a detrimental impact on stormwater and our entire community. Please don't litter and remember: **ONLY RAIN GOES DOWN THE DRAIN!**

Portland:	60 Volunteers
	65 Bags
	3,000 lbs. of litter picked up.
County-wide Total:	329 Volunteers
	260 Bags
	Estimated 13,000 lbs. of litter picked up.

Thank you to everyone who made this day a success. The Stormwater Department looks forward to this event every year to get out in our community and make a positive impact. Specifically, Sumner County Health Committee, Portland Chamber of Commerce, Unipres, Portland Farmers Bank, Portland First Baptist Church, Dunkin' Donuts, Bojangles, Portland Food Lion, McKendree Memorial UMC, TDOT, Sumner Prevention Coalition, and all the volunteers from Portland.

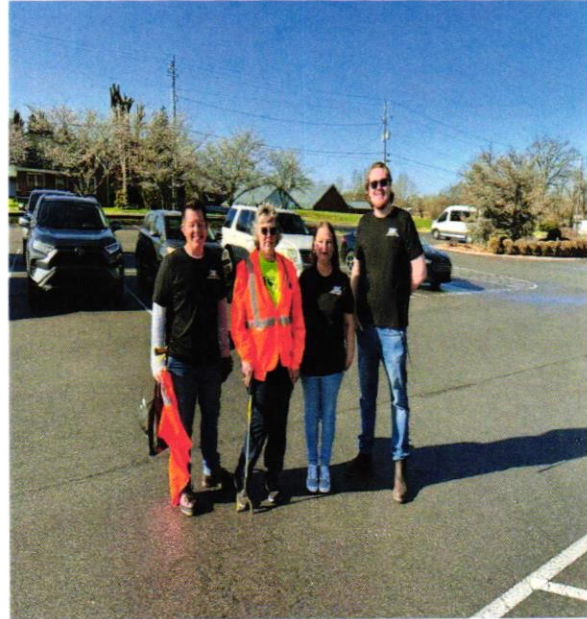
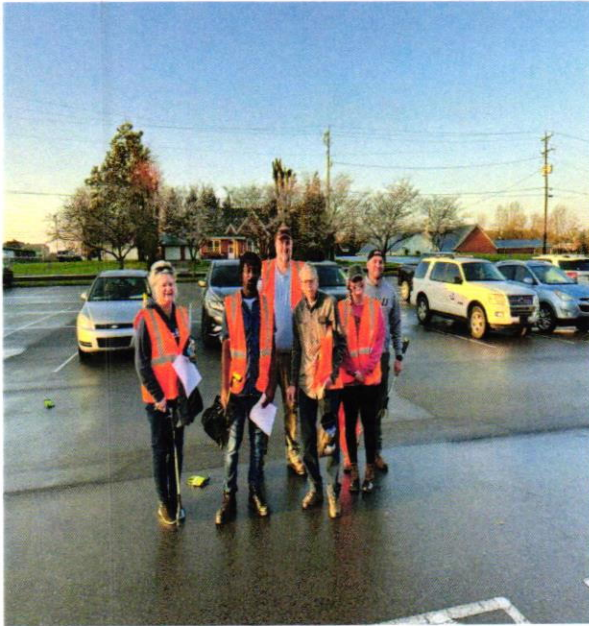


CITY OF PORTLAND

STORMWATER MANAGEMENT PROGRAM
CORBIN KEEN- STORMWATER PROGRAM MANAGER

100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148

Telephone 615/325-6776



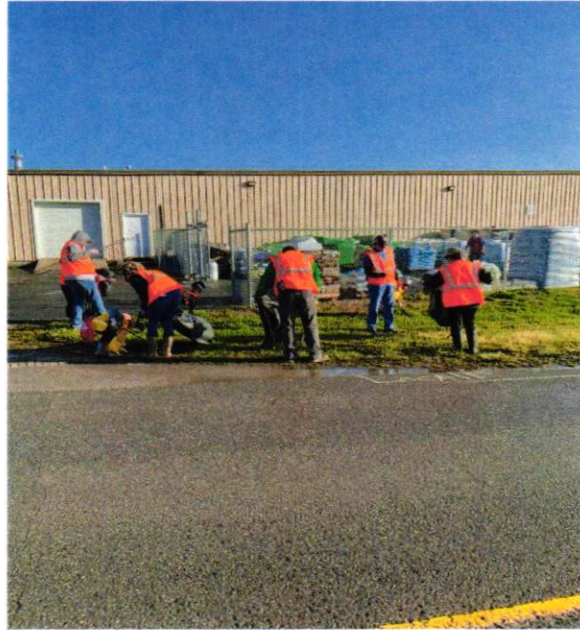


CITY OF PORTLAND

STORMWATER MANAGEMENT PROGRAM
CORBIN KEEN- STORMWATER PROGRAM MANAGER

100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148

Telephone 615/325-6776



Checked and cleaned tiles and storm drains throughout the city
Cleaned up and service equipment then moved back out to job site.

Martin Rd: Removed and installed 16' tile for trash truck turnaround, Rip Rap both sides of the tile

Poplar St: removed and replaced driveway tile. 20' of 15" tile

Victor Reiter: Installed a 20' driveway tile

Payne Rd: Picked up brush

Drive way tiles: when out to determine size tile needed at multiple addresses.

Picked up items from the Auction

Richland Park: took down barn that was falling. Cleaned up and haul off debris

Broke out 4 beaver dams at Food lion and Hwy 52 Bridge & Removed tree that fell into the water wa

Removed a tree that fell onto the Railroad tracks near fitness center on E Knight St side.

Hauled dirt from rock bin to City dump.

Cleared trees from driveway (Storm damage)

Picked up brush: numerous days (2 guys each day)

Convenience Center Site:

Worked at the dump site for numerous days (Storm damage)

Cut 4 trees off roadway to the Range

Dig out the burn pit to make it bigger

Clean out ash pit and burn box

Burn brush

Clear trash and debris out of roadway

Check and Maintained trucks and equipment

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

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

Patch Potholes: Hwy 109, College St and Parking lot of Church of Christ

Maintain all road cuts: fill every Monday and Friday

Mowing - Seasonal (Nothing this month)

Brush Route / Bagged lawn debris / Bulk pick up routes

STORM DAMAGE:

Had multiple people stationed at the city dump to burn, clear, and push brush debris

Had a guy to assist citizens and crew at dump site.

Had dump open 6 days a week for residents to bring in various debris. (Tree's, fencing, etc...)

Cleared multiple trees from roadway, driveways and etc.. (At one point we had 20 + trees across the road)

We have been working extremely hard to get all the brush picked up.

We have crews picking up with 2 Claw trucks, chipper truck and truck with trailer.

141 loads with Claw truck

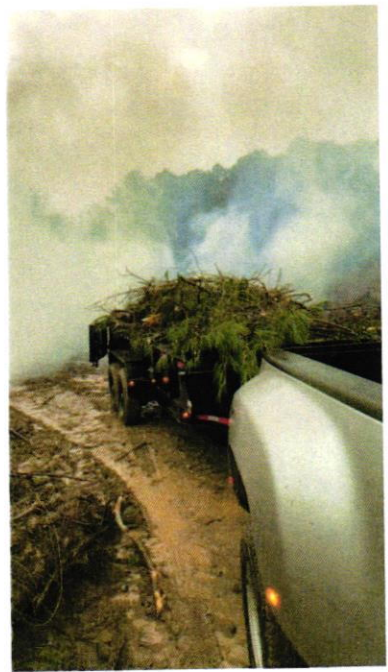
53 loads with dump trailer

21 loads with chipper box

Equaling a total of 4,808 cubic yards of brush tree debris removed form road edge. As of 4-6-23 we are at 95% of material received being disposed of, in the burning processes of both open pit and Air Curtain burner.

Note these #'s are not 100% but are an accurate measurement based on know numbers.

As of 4-1-23 we received 190 loads form residents. Size of loads varies.





SANITATION DEPT

Sanitation Dept is responsible for picking up and disposing of household trash and bulk items.

Pick up bulk items - Furniture, appliances, etc.....

Pick up brush (Claw truck, and chipper)

Pick up trash carts at curb repair or replace damaged carts

Keep trucks and equipment in working condition.

Travel to Sumner Co. Resource Authority to empty

2 claw trucks picking up bulk items and brush at curbside

Burn Box @ dump – burning brush to clean up site

Resource Authority	\$ 28,435.55
Volunteer Recycling	\$ 2,424.80
Volunteer Recycling (Haul)	\$ 3162.50

Overall Total for the month = \$34,022.85

Sumner Co. Resource Authority (March 2023)

Truck Loads:	52 loads
Weight:	516.99 tons
Dumping fee cost	\$28,435.55

Volunteer Recycling Center (March 2023)

Resource Authority – Haul Fees	\$3,025.00	11 loads
Portland Cares - Haul fee	\$137.50	1 load
TOTAL	\$ 3,162.50	

Plus dump fee at Sumner Co. Resource Authority

Resource Authority	\$28,435.55
Volunteer Recycling	\$ 2,424.80
Volunteer Recycling (Haul)	\$ 3,162.50

Overall Total for the month = \$ 34,022.85



CITY OF PORTLAND

GRANT PROGRAMS

SUE KIM – ADMIN. CLERK II

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Grant Programs Monthly Report –April 2023

Active Projects

Safe Routes to School Grant <Portland West Middle School>

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

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

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

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

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

Project Status

PWMS - Closing phase, waiting on TDOT to fix and updates on TDOT side for reimbursement.

Railroad Crossing – Meeting with engineering firm for the bid book, ready to get reimbursements of FY 19-20, FY 20-21. FY 21-22 and FY 22-23.

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

Scattersville – Closing phase, waiting on TDOT to update PIN # for construction phase and, construction invoice is ready to reimburse.

Kirby Road & S. Russell Street Resurface – Received and approved NEPA document and project moves to the Design phase.

College Street Sidewalks – Currently on the survey, under NEPA phase.

Reimbursement Status

Ready to request final reimbursement for the Portland West Middle School amount of \$21,767.42.

Ready to request construction reimbursement for the STBG Scattersville Road & New Deal Potts Road project amount \$267,540.31.

Ready to request STBG College Street Sidewalk NEPA phase reimbursement amount of \$18,718.78.

Ready to request STBG Kirby & S. Russell Resurfacing NEPA phase first reimbursement of \$9,685.50.



CITY OF PORTLAND

GRANT PROGRAMS

SUE KIM – ADMIN. CLERK II

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Name	Description	Total Contract Amount	Total City Expenditures	Current FY22-23 Reimbursement	Total Reimb. Amount
PWMS	Sidewalks	\$ 261,987.00	\$ 199,108.25	\$ 142,936.94	\$ 169,701.00
Scattersville	Resurfacing	\$ 339,000.00	\$ 92,362.41	\$ 15,564.00	\$ 24,780.00
CMAQ	Traffic Signals	\$ 762,662.50	\$ 39,478.85	\$ 3,818.77	\$ 39,478.85
College	Sidewalks	\$1,139,215.00	\$23,398.47	\$ 18,718.78	\$ 18,718.78
Kirby&S. Russell	Resurfacing	\$446,295.00	\$9,685.50	\$ 0	\$ 0



CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

124 B MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

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

Mobile: (615) 561- 5002

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – March 2023

- 7 Gas Services installed consisting of 1,587ft of ¾" service line pipe
- Port North Industrial 2" (143ft) service
- Abandoned 2 services – 114 Wix Ave and 412 W McGlothlin
- KLB Welding made steel tap at 333 Fowler Ford and 810 N Broadway
- Repaired cathodic protection coating on ¾" service at Portland Consignment Shop
- Repaired leak on commercial meter sets at old Lawn Lite Building and 111 Main Street
- Repaired service line damage at 385 Briley Ln
- Performed Annual Business District Leak Survey and repaired leaks that were discovered
- Upsized gas meters at 228 Butler Bridge and 3455 Hwy 76
- Yard restorations at 151 Dorris Rd and 177A Shaub Rd
- Assisted with March 3rd storm clean up
- Welder repaired hitch coupler on mower/utility trailer
- Install pipeline markers at RR, creek crossings and other places of good judgement-TPUC Requirement
- Operator Qualification testing – TPUC Requirements OQ Plan
- Gathered GIS data to assist in updating the Natural Gas System
- Gas Leak Investigations
- Various gas pressure checks
- Air Test Inspections
- Daily monitoring of Gate Stations and odorant injection
- Daily work orders and Tennessee One Calls
- Monthly Odorant Sniff Test – TPUC requirement



DEPARTMENT OF UTILITIES

SEWER COLLECTION DEPARTMENT

122 D MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Address: jharrison@cityofportlandtn.gov

Monthly Report for March 2023.

During the Month of March, the department checks daily the 84 pump stations that are in the Collection System, this is required by TEDEC and takes up a good portion of each day. We also locate TN 1 Calls that come in daily, and their number can vary from 0 to any number per day. Some TN 1 calls are Emergency Locates that require a 2hr response time, we had 8 of these this month and 3 short notice locates.

We had 14 "Service Calls" which resulted in rodding 7 service lines. Some calls were issues, the homeowner had with their service line. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were repairing service lines at Gate View Apartments. We had 7 new sewer inspections, and we inspected 1 repair that was an apartment with 8 units. We also had 7 Telemetry Call outs with the rainfall and other issues this month, and 8 total after hours call outs.

While checking the pump stations this month we found several problems. We pulled 9 clogged pumps and worked on multiple others. We removed debris from Air release valves, we changed 3 capacitors, a contactor, and several float switches. We also replaced a suction flapper and an air pump. We spent a lot of the month working on and replacing old broken parts on the now 84 Pump stations we have. Cumberland Pipe demo the Post Office pump station as a part of the Interceptor Line Project. We removed useable parts prior to the demo. Due to the Storms on March 3rd we had to work on several pump stations that lost power and pump them out with the Vac truck.

We had other non-pumpstation related work such as repairing 4 broken c/o's and installing boxes. We also replaced broken plastic c/o boxes that were found by our department. We also continued with our monthly grease removal at pump stations. We made 2 new taps, one involving a road cut. We had to reset the flow meter at Woods Rd, We relocated all the pipe and the manhole castings, etc. at the WWTP for the upcoming work they are doing. We dug up and capped off an unused service, Did 2 Dye Tests, Fixed 3 yard repairs and fixed a broken force main. We also helped in removing trees from the storm we had on March 3rd.

We CCTV 6 different services and 2 main lines for tap locations and inspecting the condition of the service lines. With the Vac truck we used it to clean a tile for Storm Water, Cleaned out several pumpstations. We hydro excavation and located lines for the WWTP and WTP, we spotted lines for the repairs, and taps we made.

We had some meetings with the contractors this month, we finished up the interceptor project and finished building D at Field Haven Apartments. I worked on compiling data over the breakdown of the different types of Overflows and Releases, for the Annual Report for TDEC. This month the Collection System had a total of 35 Overflows and 11 Releases. We spent several hours checking overflows this month due to the storms and rains. Each event involves informing TDEC within 24HRS with an Email and then filling out a report on my TDEC Forms and inputting it on Survey 123. We also go back to each overflow and clean up the debris on the ground and spread lime to the affected area. Our monthly safety meeting this month was over Competent Persons.

Jon Harrison
Supervisor of Collections.



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

Date: 4/6/2023

MARCH MONTHLY REPORT

The Month of March was very eventful to say the least here at the Water Reclamation Facility. There were several pieces of equipment that had to be fixed. To include both generators, the fuel feed on the Caterpillar generator and Water Cooler on the Kohler generator. The Effluent Flow Meter finally failed after many years of working well. The Blower on Digester #2 quit and had to be repaired. The Aerzen Blower is down and while waiting for repair we are running the backup Blower. The Plant programming has a glitch and we are waiting on Aqua Aerobics to send their technical personnel to get that fixed. We did our Semi-Annual Sampling of the Industries. We also did our Semi-Annual Inspections of the Industries. We have gotten Marina Burchett set up to do our FOG Program Inspections. Marina has also taken and Passed the Laboratory Tech Classes at Fleming and gotten her Certificates. All this plus the in-house repairs on equipment made for a very busy Month.

Larry Quattlebaum
Portland TN WRF Chief Operator



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

March 2023 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

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

(1) Main Break repairs

(12) New services installed

(1) Service Renewals

(1) Service Retirements

New Main flushing /Pressure Test

Meter Change outs

Traffic

Back Flow Device Checks

Cut Off Lists

Flushing

Locates



CITY OF PORTLAND

298 PORTLAND LAKE ROAD

PORTLAND, TENNESSEE 37148

Telephone 615/325-6776 ext. 192

Mobile 615/566-7074

Email Address: PortWTP@cityofportlandtn.gov

Portland WTP Report for Month of March 2023

- Submitted February 2023 DMR via the EPA CDX online portal. (3/1/23)
- Submitted February 2023 MOR's via certified mail. (3/4/23)
- LabtronX Inc. was onsite 3/1/23 to calibrate all lab equipment and continuous monitoring equipment.
- The WTP ran on generator power for 10.5 hours on 3/3/23 after a storm knocked a power pole down on the WTP property.
- The Oak Grove booster station pumps ran on generator power for 18.5 hours after a storm knocked out power in the area on 3/3/23.
- Changed the main board in the signal converter for the 10" effluent mag meter at the WTP. (3/10/23) Main board was damaged on 1/3/23 during an electrical storm.
- Updated water system Emergency Operations Plan. (3/22/23)
- The 2022 Water Quality Report was placed on the city website on 3/28/23.
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises @ WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.
- Produced 60,447,000 gallons of potable water for distribution to customers.

Portland Building Codes Department
March 2023 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	2	\$ 70.00
Swimming Pool	1	\$ 85.00
Plumbing	4	\$ 441.00
Mechanical	7	\$ 1,737.20
Stand Alone Building	17	\$ 24,161.64
Residential Building	1	\$ 1,091.09
Fire Alarm / Fire Suppression	-NA-	\$ -NA-
Commercial/Industrial	1	\$ 1,285.00
Plan Review	7	\$ 3,169.88
Demolition	4	\$ 255.00
Fire Works	3	\$ 4,200.00
Moving	-NA-	\$ -NA-
TOTAL ALL PERMIT FEES	47	\$ 36,495.81
PORTLAND IMPACT FEE – PARKS		\$ 544.00
PORTLAND IMPACT FEE – POLICE		\$ 286.00
PORTLAND IMPACT FEE – FIRE		\$ 656.00
TOTAL – PORTLAND IMPACT FEES		\$ 1,486.00
SUMNER COUNTY IMPACT FEE		\$ 1,344.00
GRAND TOTAL		\$ 39,325.81

ORDINANCE

City of Portland, Tennessee

No. 23-18

First Reading

AN ORDINANCE AUTHORIZING THE CITY OF PORTLAND TO ENACT A SENSITIVE DATA AND INTRUSION POLICY

WHEREAS, The risk to the municipality, its employees and customers from data loss, identity theft, and unauthorized intrusion into facilities and Information Technology (IT) systems is of significant concern to the City; and

WHEREAS, Cybercrime and data loss is on the rise around the world with over 75% of the targeted cyberattacks beginning with an email, and it is reported that America is one of the most severely affected countries by cybercrime in terms of financial damage with billions more being spent annually by federal, state, and local governments to combat cyberattacks, identity theft, and data loss; and

WHEREAS, This policy seeks to reduce risk to the City, existing customers, employees, vendors, and others who interact with City operations from fraudulent and malicious activity by prohibiting/limiting unauthorized use and connection to IT systems, facilities, networks, and City issued devices; and by protecting personal, proprietary, and/or confidential data to the extent as allowed by law through secure systems and facilities that implement certain internal/external controls such as: third-party cybersecurity monitoring, malware detection, two-factor authentication, video surveillance, secured access control areas, and Red Flag guidelines from the Federal Trade Commission; and

WHEREAS, Assessing risk as it pertains to sensitive data, systems, and facilities will better enable certain controls for prevention, detection, and response when dealing with possible fraudulent or other malicious activities such as: identity theft, sabotage, unauthorized access, theft, and ransomware; and

WHEREAS, The following sections outline the sensitive data and intrusion policy and should be reviewed regularly to ensure new risk and risk detection methods are accounted for and applied within the City:

Section 1: Internal Control Required

- A. As required by T.C.A. 9-18-102 and in accordance with the guidance issued by Tennessee Comptroller's Office, the city adopted its first internal control policy in 2016. This policy requires municipalities to have an ongoing assessment of

potential risk to the efficient and effective operation of the City, to provide reliable reports, and to ensure compliance with all applicable laws, regulations, and agreements.

- B. Failures within internal controls can lead to fraud or malicious activity. The generally accepted Fraud Triangle list conditions that increase the likelihood of fraud or malicious activity as: 1. Pressure; 2. Opportunity; 3. Rationalization.
 - a. The one Risk Condition that internal controls seek to reduce is Opportunity. Protecting sensitive data and preventing unauthorized intrusion into facilities and computer systems will be vital to reducing the opportunity for fraud or other malicious activity.
- C. To ensure reliable reporting, efficient operation, and legal compliance, the City will strive to secure all facilities and all data to the proper extent allowable.
 - a. Ongoing review and employee training will better enable the City's prevention, detection, and response when dealing with risk to operations.

Section 2: Identify Sensitive Data

- A. The following list of sensitive information is representative (not all inclusive), and pertains to items stored in either electronic or printed format:
 - Credit card information
 - Tax identification numbers
 - Social Security numbers
 - Payroll information
 - Employee/Employment data
 - Passwords/Combinations/PINs
 - Court/Legal documents
 - Biometric information
 - Utility/Billing information
 - Bank account information and/or passwords
 - Critical infrastructure information
 - Other sensitive, personal, confidential, or proprietary information belonging to any customer, employee, vendor, official, contractor, or the City

Section 3: Inspection, Securing, Dissemination, and Disposal of Data

- A. While municipal personnel are encouraged to use common sense judgment in securing sensitive data to the proper extent, this policy should be read in conjunction with the Tennessee Public Records Act and the City's open records policy to ensure that the City complies with all applicable laws. In no way does this policy imply that information which can be obtained legally should be kept private (T.C.A. 47-18-2107), only that sensitive data should be protected to the proper extent allowed, in order to protect consumers and City operations.
 - a. According to a State of Tennessee Comptroller of the Treasury, Office of the Open Records Counsel, memo on FACTA (Fair and Accurate Credit Transactions Act of 2003) dated October 27, 2008, the following should be noted: *"There are a number of exceptions to the TPRA that make information that may be obtained by governmental entities from a*

customer with a covered account confidential.”

- i. The memo further states: *“The Rules do not create a mechanism by which entities can make confidential customer information that is otherwise public.”*
 - b. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact their supervisor. In the event that the City cannot resolve a conflict between this policy and the Tennessee Public Records Act (TPRA), the record custodian will contact the Tennessee Office of Open Records for clarity knowing that the TPRA provides the ultimate guidance on which data is to be available for public inspection.
- B. Employees are to use best practices when securing and protecting data such as: securing file cabinets, workspaces, safes, office doors, limiting file access to both digital and print, requiring login on local machines, applying password protection for City issued devices that may contain sensitive information in case of loss or theft, following proper chain of custody for sensitive data and/or evidence, and ensuring the segregation of duties for financial and other sensitive matters.
- C. Employees, vendors, consultants, and elected officials must take care when emailing, posting to social media, printing, or otherwise sharing sensitive data that can create a possible risk to customers, employees, vendors, and the City. The release of sensitive data, or leaving sensitive data unsecured, can lead to email phishing scams, and provide enough information for identity theft activities.
 - a. Disseminating sensitive data in the course of normal business, whether internal or external, should follow best practices to ensure the method is secure. Depending on the data and the method, encryption and password protection may be required. Signature lines within emails should contain phrasing such as: *“This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.”*
- D. Disposal of data must be in accordance with the City’s record retention policy and must be done in a way that does not expose the data to improper use. Disposal of old devices, copiers, scanners, hard drives, and other storage media must be in accordance with the method determined by the IT Manager to ensure the surplus/discarded electronics do not pose a data risk.

Section 4: System/Network, Facility Intrusion, and Loss Prevention

- A. The City of Portland Personnel Manual under Section 6-Employee Conduct 6.6/6.7 Computer and Electronic Device Use/Social Media and Section 8-Miscellaneous Policies 8.3 Identity Theft Policy already contains many of these safety protocols and should be read in conjunction with this policy.
 - a. T.C.A. 47-18-2901 requires municipalities to create safeguards and procedures for ensuring confidential information regarding citizens is securely protected.
- B. No unauthorized devices are allowed to directly, or indirectly, connect to the City’s IT network system, servers, local computers, tablets, or other devices. This includes (but not limited to) thumb drives, personal cell phones, personal

- computers, firewalls, routers, or other digital devices.
- C. No unauthorized software, cell phone apps, or other digital applications are to be installed on any City computer, server, network, or other device.
 - D. No employee is allowed to share login information, passwords, PINs, combinations, keys, or other security measures that allows access to sensitive data such as: any City file storage (print or electronic), server, system, software, network, computer, cell phone, or other electronic device; this includes access for SCADA, pump controllers, or similar controls/equipment without authorization from the Department Head and/or the IT Manager.
 - E. No employee is allowed to share keys, electronic access key-fobs, or make duplicate keys, for any City door, vehicle, equipment, padlock, access gate, safe, cabinet, or otherwise give access to restricted areas and facilities without prior authorization from a supervisor.
 - F. No employee is allowed to remove/replace any City POS/Credit Card device without authorization from the IT Manager; and no employee is allowed to use or manipulate any POS/Credit Card device in an unauthorized manner. No employee is allowed to use any POS/Credit Card device for personal use, and neither is an employee allowed to “ring up” their own purchase/payment for any item/service sold or charged by the City.
 - G. No employee, board member, or official using city email should ever open email/text attachments, or click on links, without reasonable assurance that the email is safe. Any suspected malware, email phishing scams, or other unusual software/app/computer/device related activities should be reported immediately to the IT Manager.
 - a. Phishing, spoofing, smishing, vishing, and/or social engineering scams seek to commit fraud, steal data, and infiltrate systems through email, text, and calls that appear genuine enough to click on attachments or other links contained within the message, or otherwise give sensitive information. Malicious malware intrusion within a system due to a phishing style scam, can place a keylogger or ransomware virus that retrieves enough sensitive information to commit fraud and/or identity theft on such a scale that City operations can be halted.
 - H. All employees, board members, and officials should use multi-factor authentication, PIN numbers, and/or passcodes for a more secure online/offline environment where city data is concerned; and should avoid browsing unsecure online content from City owned/issued devices.
 - I. All employees are to be aware of the physical security of items and facilities pertaining to the City such as: critical infrastructure, buildings, cash, storage of inventory items, data, vehicles, supplies, access gates, tools, and equipment; and are to report any potential risk or issues promptly to their supervisor so that the issue can be investigated. Ongoing risk assessment, monitoring, and inventory counts will be used to ensure that city assets are safe.

Section 5: Federal Trade Commission – Fair and Accurate Credit Transactions Act of 2003 (FACTA) known as the “Red Flag Law”

- A. Red Flag rules apply to all municipal utilities. A “red flag” is a pattern, practice, or specific activity that indicates the possible existence of identity theft. The act requires account holders to develop and implement a written Identity Theft Prevention Program. The purpose of the program is to help detect, prevent, and decrease identity theft upon opening a new account or using an existing account. While no risk control measure can provide absolute assurance of protection, FACTA can serve to offer a greater level of security against identity theft.
- a. According to a State of Tennessee Comptroller of the Treasury, Office of the Open Records Counsel, memo dated October 27, 2008, *“Most Tennessee municipalities (including cities, counties, and utility districts) meet the definition of “creditor” under FACTA by providing services (such as water and sewer services) to customers for which multiple payments are received (typically on a deferred basis)”* which places the City of Portland under FACTA.
 - b. The following information within Section 5 constitutes the “Red Flag Law” policy as put forth by the Federal Trade Commission:
- B. Covered Account
- a. A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer account that meets the following criteria is covered by this program: Business, personal and household accounts for which there is a reasonably foreseeable risk of identity theft; or Business, personal and household accounts for which there is a reasonably foreseeable risk to the safety or soundness of the municipality from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- C. Red Flags
- a. The following red flags are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification. Alerts, notifications, or warnings from a consumer reporting agency; A fraud or active-duty alert included with a consumer report; A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or A notice of address discrepancy from a consumer reporting agency as defined in § 334.82(b) of the Fairness and Accuracy in Credit Transactions Act.
 - b. Red flags also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or customer, such as: A recent and significant increase in the volume of inquiries; An unusual number of recently established credit relationships; A material change in the use of credit, especially with respect to recently established credit relationships; or An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

D. Suspicious Documents

- a. Documents provided for identification that appear to have been altered or forged.
- b. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
- c. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
- d. Other information on the identification is not consistent with readily accessible information that is on file with the municipality, such as a signature card or a recent check.
- e. An application appears to have been altered or forged; or gives the appearance of having been destroyed and reassembled.

E. Suspicious Information

- a. Personal identifying information provided is inconsistent when compared against external information sources used by the municipality. For example: The address does not match any address in the consumer report; The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
- b. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the municipality. For example, the address on an application is the same as the address provided on a fraudulent application.
- c. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the municipality. For example: The address on an application is fictitious, a mail drop, or a prison; or The phone number is invalid or is associated with a pager/fax or answering service.
- d. The SSN provided is the same as that submitted by other persons opening an account or other customers.
- e. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
- f. The customer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
- g. Personal identifying information provided is not consistent with personal identifying information that is on file with the municipality.
- h. When using security questions (mother's maiden name, pet's name, etc.),

the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

F. Suspicious Activity

- a. Shortly following the notice of a change of address for a covered account, the municipality receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.
- b. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.
- c. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example: Nonpayment when there is no history of late or missed payments; A material change in purchasing or usage patterns.
- d. A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
- e. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
- f. The municipality is notified that the customer is not receiving paper account statements.
- g. The municipality is notified of unauthorized charges or transactions in connection with a customer's covered account.
- h. The municipality receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the municipality.
- i. The municipality is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

G. Fraudulent Activity Detected

- a. Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect customers and the municipality from damages and loss.
- b. Once potentially fraudulent activity is detected, gather all related documentation, and write a description of the situation. Present this information to the designated authority for determination.
- c. The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.
- d. If a transaction is determined to be fraudulent, appropriate actions must be taken immediately.
- e. Actions may include: Canceling the transaction; Notifying and

cooperating with appropriate law enforcement; Determining the extent of liability of the municipality; and Notifying the actual customer that fraud has been attempted.

Section 6: Third-Party Requirements

- A. All vendors, contractors, consultants, and other agencies that work with, or supply services to, the City should operate sufficient data security measures to ensure protection of any data related to the City, and to protect the city from any corrupt data that may enter their own system and subsequently infiltrate to the City's.
 - a. At a minimum, each third-party device that is used to store or communicate data with the city should have sufficient software protection from cyber threats on each device; and should attest in writing that their systems are sufficiently secure at the request of the City.
 - b. Any third-party that has a data breach must promptly notify the city of the incident, the date occurred, the extent of the breach, and what City data, if any, has been affected.
 - c. Once the third-party has corrected the issue, a detailed letter stating the cause of the breach, the correction taken, and that the City is now safe to resume normal business activities with the third-party should be sent to the Mayor's office.

Section 7: Artificial Intelligence and other similar technologies

- A. According to Merriam-Webster, Artificial Intelligence (AI) is defined as: *1: a branch of computer science dealing with the simulation of intelligent behavior in computers; 2: the capability of a machine to imitate intelligent human behavior.*
 - a. The National Institute of Standards and Technology states the following: *"Artificial Intelligence (AI) is rapidly transforming our world. Remarkable surges in AI capabilities have led to a wide range of innovations including autonomous vehicles and connected Internet of Things devices in our homes. AI is even contributing to the development of a brain-controlled robotic arm that can help a paralyzed person feel again through complex direct human-brain interfaces. These new AI-enabled systems are revolutionizing and benefitting nearly all aspects of our society and economy – everything from commerce and healthcare to transportation and cybersecurity. But the development and use of the new technologies it brings are not without technical challenges and risks."*
 - i. The NIST further states: *"As a step toward improving our ability to identify and manage the harmful effects of bias in artificial intelligence (AI) systems, researchers at the National Institute of Standards and Technology (NIST) recommend widening the scope of where we look for the source of these biases — beyond the machine learning processes and data used to train AI software to the broader societal factors that influence how technology is developed."*
- B. Since AI and other emerging technologies may pose a significant risk to IT

networks/systems and other City operations, as well as legal concerns with the dissemination of personal information, proprietary data, plagiarism, and false or misleading information, cautions must be taken.

- a. Any third-party supplying data to the City must disclose what percentage, if any, of the work that was generated through AI-style technologies and must be able to verify the accuracies of any data produced through AI-style technologies.
 - i. The City reserves the right to refuse any and all data generated by AI-style technologies.

Section 8: Biometric Data

- A. Biometric security measures continue to emerge for the login of personal devices, secure access areas, and data systems. Some federal and state governments are currently implementing policies to protect biometric data.
 - a. The Computer Security Resource Center (CSRC) of The National Institute of Standards and Technology defines Biometrics as: *“A measurable physical characteristic or personal behavioral trait used to recognize the identity, or verify the claimed identity, of an applicant. Facial images, fingerprints, and iris scan samples are all examples of biometrics.”*
 - i. The CSRC further defines: *“The science and technology of measuring and statistically analyzing biological data. In information technology, biometrics usually refers to automated technologies for authenticating and verifying human body characteristics such as fingerprints, eye retinas and irises, voice patterns, facial patterns, and hand measurements.”*
- B. The City recognizes that the personal data used in fingerprint, voiceprint, retina or iris scan, hand or face geometry scans or other Biometric Identifiers must be classified as confidential unless otherwise legally mandated.
- C. In the event certain required security measures are mandated for use by the City that require Biometric Identifiers, the City will implement the following:
 - a. Consent – No individuals’ Biometric Data will be collected or otherwise obtained by the City for security purposes without prior written consent of the individual, and the reason for the needed Biometric Identifier.
 - b. Disclosure – The City will not disclose or disseminate any Biometric Data to anyone other than the vendor and/or licensor collecting the Identifiers for security purposes, unless:
 - i. Disclosure is required by law.
 - ii. Disclosure is court ordered.
 - iii. Disclosure is granted by the employee.
 - c. Storage – In circumstances where the City is responsible for Biometric Data storage instead of a security vendor, reasonable care should be taken to protect, store, or transmit the data in a similar manner as that of other sensitive data. City issued devices where the end user (employee) placed Biometric Identifiers on the device for secure operation, will be digitally wiped clean when the device is returned.

- d. Retention Schedule- In circumstances where the City retains Biometric Information, the City will permanently remove the data to the extent allowed within ninety (90) days of notification that the initial purpose for collecting the data has been satisfied, such as:
 - i. The employee is no longer employed with the City.
 - ii. The employee transferred to a position within the City that does not require Biometric Identifiers.
 - iii. The City no longer uses previously collected Biometric Identifiers for certain security purposes.

Section 9: Data Breach and Notification

- A. System intrusion, release of sensitive data, and any unlawful activity related to the City can cause serious disruptions in municipal operations for the residents and the business community. Once a harmful act is detected, it is important to effectively communicate with all parties “without unreasonable delay”, and to document accordingly.
 - a. Any employee that becomes aware of any unauthorized access, intrusion of facilities, or any missing data (print or electronic) is to immediately report the incident in the following manner:
 - i. An apparent break in of a facility – Call 911 for Police assistance.
 - ii. Missing data in print form – Contact supervisor.
 - iii. Missing electronic data or corrupt data – Contact IT Manager.
 - iv. Each incident is to be quickly investigated to see if it can be readily resolved, or if it needs to be escalated.
 - v. If the initial investigation of the incident raises further concerns, the Mayor, Chief of Police, and the IT Manager will confer on next steps needed to secure systems/facilities, preserve surveillance video, and to ensure the proper authorities are being notified.
 - b. In the event of a known data breach, staff will work with authorities to identify those affected and what information has been compromised.
 - i. T.C.A. 47-18-2107 outlines the procedures for notification when personal information is released without authorization.
 - ii. Depending on the level of any unauthorized intrusion and/or breach of data, notifications may range from individual letters, to notifying of consumer reporting agencies and the media.
 - c. Once an incident is resolved, the Chief of Police and/or the IT Manager will finalize a full report on the matter. The report should include any internal control failures that led to the unlawful activity and what measures can be taken to help reduce further risk.

Section 10: Data Backup, Monitoring, and Recovery

- A. The City utilizes a redundant data backup strategy, third-party monitoring, and onsite staff to reduce downtime from machine failure, data loss, and/or cyber intrusion.
 - a. The following methods are used for data integrity:

- i. A daily data backup is performed.
 - ii. A dedicated secure server for data backup is utilized.
 - iii. A secure online file storage for a secondary data backup is utilized.
- b. The City contracts with a third-party cybersecurity monitoring service for data intrusion detection, disaster recovery, and intrusion response.
- c. The City has full-time onsite staff to help manage and correct data and security issues during normal business hours and are able to respond to after-hours emergencies.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen that a sensitive data and intrusion policy be adopted; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

Ordinance
City of Portland, Tennessee

No. 23 - 19

First Reading

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 22-57 WITH THE FOLLOWING RATE STRUCTURES FOR STORMWATER LAND DISTURBANCE PERMITS AND STORMWATER ENGINEERING PLAN REVIEW FEES

WHEREAS, the City of Portland deems it necessary to establish a fee structure for land disturbance permits and stormwater engineering plan reviews; and

WHEREAS, the Public Works Director and the Stormwater Program Manager recommend the repeal of Ordinance #22-57 and to replace it with the following land disturbance permit and stormwater engineering plan review fee structure; and

LAND DISTURBANCE PERMIT FEE STRUCTURE

Land Disturbance Permit Fee (Due when application is submitted)

Residential	\$200 per residential lot
Commercial / Industrial	\$200 + \$50 per each additional acre
Major Subdivision Initial Grading	\$100 + \$50 per each additional acre

*Fee applies to all new permits.

*Fee is not required for permit renewals or extensions.

STORMWATER ENGINEERING PLAN REVIEW FEES

Plan Review Fee (Due when plans are submitted for review)

Less than one (1) acre	Minor Subdivisions and minor plats	\$100
Less than one (1) acre	Major Subdivisions, Commercial, and Industrial	\$250
Greater than one (1) acre	Major Subdivisions, Commercial, and Industrial	\$450 + \$25 each additional acre

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to approve this ordinance for land disturbance permits and stormwater engineering plan reviews fee structure; and

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

Mike Callis, Mayor

Attest Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23 - 14

Second Reading

AN ORDINANCE TO AMEND SECTION 130 OF TITLE 18 OF THE CITY OF PORTLAND’S MUNICIPAL CODE WITH THE FOLLOWING LANGUAGE REFERENCING THE CITY’S MOST RECENTLY APPROVED TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION DROUGHT MANAGEMENT PLAN

WHEREAS, this ordinance amends Section 18-130 of the City of Portland’s Municipal Code and deletes all current language listed in Section 18-130 and replaces with the following:

18-130 – **Drought Management Plan** – A copy of the City of Portland’s most recent TDEC approved Drought Management Plan may be requested and reviewed at Portland City Hall, 100 S Russell St, Portland, TN 37148; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to amend Section 18-130 and revise with the language listed above; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: April 3, 2023

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23 - 16

Second Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRITY ORDINANCE 15-34 AND REPLACE WITH THIS ORDINANCE FOR STANDARD SPECIFICATIONS FOR SEWER AND WATER INSTALLATION FOR THE CITY OF PORTLAND

WHEREAS, the attached Water and Sewer Specifications have been approved by the Tennessee Department of Environment and Conservation Division of Water Resources; and

WHEREAS, the Standard Construction Specifications for Water and Sewer became effective January 27, 2023; and

WHEREAS, the adoption of these specifications is done to facilitate proper installation and inspections for the City of Portland water and sewer utilities; and

BE IT FURTHER ORDAINED by the Board of Mayor and Alderman of the City of Portland adopt the amended State approved Standard Specifications for Sewer and Water; and

NOW, THEREFORE BE IT ORDAINED that this ordinance shall become effective upon its passage, the public welfare requiring it.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: April 3, 2023

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23-15

First Reading

AN ORDINANCE TO RESCIND IN ITS ENTIRITY ORDINANCE 22-68 AND REPLACE WITH THIS ORDINANCE FOR WATER, SEWER AND NATURAL GAS FEE STRUTURE

WHEREAS, the City of Portland deems it necessary to establish a new fee structure for water, sewer and gas; and

WATER & SEWER PLAN REVIEW FEES

Plan Review Fee (Due when plans are submitted for review)

- \$1,000 for water plans (per phase)
- \$1,000 for sewer plans (per phase)

WATER METER BASE FEES

Rate Class	Monthly Meter Base Fee
Residential	\$3
Commercial/Industrial	\$16
Fire Meters	\$75

Water Meter Base Fees shall be used to test, calibrate, maintain, and replace all existing 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**	\$100
Commercial	\$150
Industrial	\$500

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 up to 12 months from the date of shut off caused by the disaster unless documentation is provided illustrating continued progress towards rebuilding the structure.

WATER TAP FEES

TAP SIZE	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
3/4"	\$1,500	\$2,000
1"	\$2,100	\$2,600
2"	\$4,500	\$5,000
*3"	\$5,200	\$5,700
*4"	\$6,200	\$6,700
*6"	\$9,200	\$9,700
*8"	\$11,200	\$11,700
*10"	\$15,000	\$16,000
*12"	\$18,000	\$20,000

*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.

WATER IMPROVEMENT FEE

\$1,500 per equivalent residential unit (ERU) on all new development.

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: Estimated Flow 1,000 gpd/350 gpd = 2.85 units = 3 units * \$1,500 = \$4,500*

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.

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	\$1,500
51-100	\$1,275
101-150	\$1,125
Greater than 150	\$975

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 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.

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)

The City may also require payment if the utility has been designed and/or constructed within the previous five (5) years that the new Development will be utilizing.

ROAD BORE FEE

\$1,500 per horizontal directional drilled bore

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.

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	\$TBD
Anything over 6"	\$5,000 plus all installation costs	
SR 109 Interchange Sewer	\$10,000*	

- The above fees are privilege fees only.
- 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

SEWER CAPACITY UNITS

For each unit of sewage flow or part thereof (one unit =250 gallons per 24-hour day) there is a capacity fee of \$1750.

Single Family Residence – One (1) Unit - \$1750 Capacity Fee

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

Number of Units	Fee per unit
1-50	\$1,750
51-100	\$1,485
101-150	\$1,315
Greater than 150	\$1,135

SEWER IMPROVEMENT FEE

\$1,000 per unit on all new development

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.

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	\$1,000
51-100	\$850
101-150	\$750
Greater than 150	\$650

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 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.

Minimum Gravity Sewer Main Pipe Diameter: 8”

The City may also require payment if the utility has been designed and/or constructed within the previous five (5) years that the new Development will be utilizing.

ROAD BORE FEE

\$1,500 per horizontal directional drilled bore

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.

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 up to 12 months from the date of shut off caused by the disaster unless documentation is provided illustrating continued progress towards rebuilding the structure.

GAS TAP FEES

TAP SIZE	INSIDE CITY LIMITS	OUTSIDE CITY LIMITS
3/4"	\$300	\$450
1"	\$375	\$525
2"	\$450	\$750

INDUSTRIAL AND COMMERCIAL 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 within the previous five (5) years that the new Development will be utilizing.

ROAD BORE FEE

\$1,500 per horizontal directional drilled bore

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.

WHEREAS, after careful consideration the City Council recommends the new fee structure for water, sewer and natural gas fees as listed above; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to approve this ordinance for Water, Sewer and Natural Gas Fee Structure; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

Ordinance
City of Portland, Tennessee

No. 23 - 20

First Reading

AN ORDINANCE TO ENTER A NEW/EXISTING CONTRACT WITH ARAMARK/MARTINREA FOR UNIFORMS AND ALLIED (MATS/MOPS TOWELS) SERVICES FOR THE CITY OF PORTLAND

WHEREAS, the City of Portland deems it necessary to extend the new/existing contract with Aramark/Martinrea which is approved on the State of Tennessee State Contract #77120; and

WHEREAS, after careful consideration, the Department of Utilities recommends utilizing Aramark/Martinrea existing services since they have met and exceeded the requirements of the city. The new state 2023 contract with Aramark/Martinrea shall end January 09, 2026 (with two, 1-year renewal options); and

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland authorize the 2023 state contract with Aramark/Martinrea to provide uniforms and mat/mop services for the following departments, Department of Utilities Water, Sewer, WTP, WWTP and Gas (uniforms and rugs/mats), Parks (uniforms and rugs/mats), Golf Course (rugs/mats only), Street (rugs/mats), Sanitation (rugs/mats), City Mechanic (rugs/mats/towels only), Fire Departments 1 & 2 (dust mops/wet mops only) and City Hall (rugs/mats only); and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 - 21

AN ORDINANCE TO RESCIND IN ITS ENTIRETY RESOLUTION 21-105 AND INCORPORATE INTO THIS ORDINANCE AND TO EXTEND THE CONTRACT WITH THE CITY OF MITCHELLVILLE TO ACCEPT THE DISCHARGE OF SEWER FROM MITCHELLVILLE'S COLLECTION SYSTEM

WHEREAS, the City of Portland has been accepting and treating sewer from the City of Mitchellville since 2004; and

WHEREAS, Mitchellville desires for Portland to continue to accept and treat their sewer and Portland agrees: and

WHEREAS, the full contract and following conditions shall apply:

1. The rate charged will be the current Inside City Residential Rate;
2. The rate will cover treatment of the wastewater and billing, but will not cover operation of Mitchellville's collection system;
3. The rate may be increased or decreased only in amounts equal to the audited change in the cost of operating Portland's wastewater treatment plant and only if the residential customers of Portland have their rates changed in the same way;
4. Mitchellville will adopt the current Portland Sewer Use Ordinance;
5. Portland will cut off water service if either the water or sewer bill is not paid; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that an ordinance to revise and extend the contract with the City of Mitchellville to accept the discharge of sewer from Mitchellville's collection system be approved; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

WASTEWATER TREATMENT AGREEMENT

THIS AGREEMENT, dated _____, 2023, made and entered into by and between the City of Mitchellville (hereinafter referred to as “Mitchellville”) and the City of Portland, Tennessee, political subdivisions of the State of Tennessee (hereinafter referred to as “Portland”), and both hereinafter referred to as “the Parties”.

1. Mitchellville desires to continue to provide sanitary sewer service to the residential and business customers of the City of Mitchellville
2. Subject to the terms and conditions of this Agreement, Portland agrees to treat wastewater from Mitchellville.
3. Mitchellville shall establish and maintain adequate financial records for its sewerage system in accordance with generally accepted government accounting principles. Portland shall establish and maintain adequate financial records covering its cost of wastewater treatment in accordance with generally accepted government accounting principles.
4. Mitchellville shall inform the City annually in writing of whom their Direct Operator in Charge.
5. Mitchellville shall submit to the City the Tennessee Department of Environment & Conservation Division (TDEC) of Water Pollution Control Collection System Monthly Operating Report (MOR).
6. The “point of delivery” for Mitchellville wastewater to enter the Portland sewer collection system shall be the sewer meter at the intersection of North Swamp Road and Woods Road (hereinafter referred to as the “meter”).
7. Mitchellville was financially responsible for the installation of the meter at North Swamp Road and Woods Road. Portland shall take ownership and be responsible for maintaining the sewer meter. Portland shall allow Mitchellville access to the meter so they may record their daily flows for Mitchellville’s MOR that must be submitted to the TDEC.
8. Mitchellville shall be responsible for the force main and all customers upstream of the meter. Portland shall be responsible for the force main and all customers downstream of the meter.

Therefore, in consideration of the mutual covenants contained herein and for such other good and valuable consideration as shall be recited, the Parties agree as follows:

ARTICLE I **TERMS**

This Agreement shall be in full force and effect on the date first above written and shall have a “Primary Term” of five (5) years beginning on the date listed above in the contract. Upon completion of the Primary Term, the contract shall be reviewed annually by Portland for discrepancies or revisions and continue year-to-year thereafter unless canceled through a written, mutual agreement signed by each of the Parties. Should Mitchellville desire a change in the contract, after the Primary Term, Mitchellville shall send a written request to Portland to be reviewed and discussed by the Portland City Council. All revisions to the contract must be approved by Resolution or Ordinance by the Portland City Council.

ARTICLE II **CONSTRUCTION AND OPERATION OF SYSTEM**

Mitchellville shall procure, at its expense, all necessary permissions, permits, approvals, licenses, contracts, agreements, and shall design and construct its collection system to include as part thereof all necessary interconnect facilities, including but not limited to pipe, pumps, fittings, valves, casing, and all related equipment reasonably required for the installation, placement, and location of the Project.

Portland will own, design, construct, and operate the Collection and Transmission System and its Wastewater Treatment Plant, in accordance with industry standards all the federal, state, local law and ordinances and to the applicable rules, regulations and orders of any court or administrative body or authority having jurisdiction over the Project.

Each party shall at times during the contract term and any extensions of this Agreement have the sole responsibility of owning, operating, and maintaining its facilities as covered by this Agreement in good working order and condition, all in accordance with appropriate industry standards and all federal, state, local law and ordinances. Each party shall perform such action it deems necessary, including but not limited to hiring independent contractors, replacing equipment as required, and shall remedy any and all problems to make sure that the Project is operational.

ARTICLE III **RATES AND FEES**

Mitchellville shall pay all costs associated with operation of its collection system.

Mitchellville shall pay to Portland the current Inside City Residential Rate for treatment of the wastewater. This rate shall cover all costs of treating and transporting the wastewater within Portland’s system and the cost of furnishing to Mitchellville on a monthly basis the water meter readings for all sewer customers who purchase this water from Portland.

The number of thousands of gallons of wastewater paid for at the rate shall be the number of thousands of gallons on the water meter readings of the sewer customers plus an amount equal to the average usage for each metered water customer for each sewer customer who obtains its water from non-metered source. The rate may be adjusted up or down annually by Portland based on audited changes in the cost of operating and amortizing Portland's wastewater treatment facility, provided that Portland makes the same change in the rates charged to its residential customers.

ARTICLE IV **DELIVERY AND TRANSPORTATION**

During the Contract Term hereof, and any continuing time this Agreement is in force, Portland shall transport from the point of delivery and treat 100% of Mitchellville's wastewater up to 40,000 gallons per day. If in the event Portland is unable to transport 100% of Mitchellville's wastewater through the Transmission System, then Portland shall be obligated to upgrade the portion of the Transmission System.

During any term of the agreement, Mitchellville shall at all times have the exclusive and absolute right to 40,000 gallon per day of capacity of Portland's transmission and treatment systems. If Mitchellville requires more than 40,000 gallons per day of capacity, Mitchellville shall request additional capacity and Portland shall not unreasonably withhold the requested capacity if it is available; provided that Mitchellville pays for all necessary upgrades to the City of Portland's Sewer Collections/Treatment System.

ARTICLE V **WARRANTY OF TITLE**

Portland shall be deemed to be in possession of the wastewater transported hereunder only after the wastewater is received in its Collection System. The party deemed to be in control and possession of the wastewater shall indemnify and hold harmless the other party with respect to any losses, injuries, claims, liabilities or damages caused by the wastewater transported and treated occurring while the wastewater is in its possession.

ARTICLE VI **INDEMNIFICATION AND INSURANCE**

Each of the parties shall indemnify and hold harmless the other party, its Mayor and governing board members, employees and agents from any and all of its actions, claims, suit, or losses, including costs and attorney's fees incident thereto, due to damage, injury, or loss to any property or the injury or death of any person, arising from, caused or occasioned by the negligent, willful, or intentional acts of it, its employees or agents, or third party contractors, in conducting and performing its various obligations hereunder. Such obligations for each party

include by way of illustration and not limitation, the construction, operation, and maintenance of the sewer collection system, the receipt, delivery, and treatment of the wastewater.

Portland and Mitchellville shall each indemnify and hold harmless its Commissioners, employees, and agents from any and all of its actions, claims, suit, or losses, including costs and attorney's fee incidental thereto, due to damage, injury, or loss to any property or the injury or death of any person, arising from, caused or occasioned by the negligent, willful, or intentional acts, of it, its employees or agents, or third party contractors, in conducting and performing its various obligations hereunder.

During the period that operations are performed under this Agreement, Portland and Mitchellville shall each maintain, at its expense, such insurance as will fully protect it from claims under Workers Compensation and Occupational Disease Acts, and from any other claims for damage for bodily injury, including death and property damage, which may arise from operations under this Agreement, whether such operations are performed by itself or by any party or anyone directly or indirectly engaged by either of them.

ARTICLE VII **PAYMENTS**

Portland shall provide water meter information for each customer to Mitchellville as soon as practical after the end of each month but no later than the 15th of the following month and Mitchellville shall pay Portland for treatment of the wastewater no later than 15 days after it receives the meter information from Portland.

At the first of every quarter (January, April, July, October) Portland shall review the total amount of gallons of sewer collected from Mitchellville via the meter. Portland will compare the number of billed gallons vs. the number of actual gallons read by the meter. Portland shall use the recorded sewer meter flows corresponding to the same collection dates as the water meters are read. This will ensure accurate comparisons. Mitchellville shall be responsible to pay for any additional flow above and beyond what was billed based upon the water meters. The additional usage will be at the current Inside City Residential Rate. It shall be billed no later than the 15th of the following month and Mitchellville shall pay Portland no later than 15 days after it receives the invoice.

If there should be a case of the Meter failing and data is missing, an average of 4 days surrounding the day of the Meter failure shall be used, 2 days prior to the Meter failure and the 2 days after the Meter failure. If more than 4 consecutive days of data in the billing cycle are missed or more than 5 days throughout the entire month due to Meter failure, Portland shall revert to the water usage for billing.

If the actual billed amount is more than what the Meter reads for that quarter, then Portland shall reimburse Mitchellville the overage amount at the Inside City Residential Rate.

As per section 18-113 of the Portland Municipal Code

"Sewer bills must be paid on or before the due date shown thereon; otherwise, a penalty of 10% for each delinquent month shall be charged on each such bill."

ARTICLE VIII

BILLING OF MITCHELLVILLE'S SEWER CUSTOMERS

The City of Mitchellville adopted Resolution #10142021, requesting that the City of Portland assume the monthly billing for their sewer customers.

The City of Mitchellville has agreed to abide by all policies and procedures already in place by the City of Portland with the following stipulations:

1. Portland will bill at Mitchellville's prevailing rates for sewer service.
2. Mitchellville is responsible for its own rate structure and for providing official, written rate change information promptly to the City of Portland's business office.
3. Mitchellville is responsible for setting up their own new customer services and for providing monthly detailed lists of any and all changes in customer billing, on a form and schedule to be set by the City of Portland.
4. Mitchellville is responsible for all maintenance and service of its system and pumps.
5. Any adjustments will be made by Portland as currently allowed for leaks and swimming pools filled for customers who qualify.
6. Portland will practice the same method of collections for Mitchellville sewer as for its own utilities and shall have the right to disconnect Mitchellville water customers who have unpaid sewer accounts.
7. Portland shall practice the same method of writing off uncollectible accounts as is done for its own utility customers.
8. Mitchellville will pay Portland \$1.00 per customer billed, per month, on an established schedule.
9. Portland will begin the Mitchellville billing in January 2022.
10. Both parties agree this arrangement may be reviewed on an annual basis.

ARTICLE IX

TAXES

Any applicable state and local sales and use and gross receipts taxes, franchise fees or taxes, and property taxes associated with the ownership of Portland's system and appurtenant facilities shall be paid by Portland.

Any applicable state and local sales and use and gross receipts taxes, franchise fees or taxes, and property taxes associated with the ownership of Mitchellville's system and appurtenant facilities shall be paid by Mitchellville.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW AND REGULATION

This Agreement is subject to all applicable and effective existing and future federal, state, and local laws and ordinances, and to the applicable and effective existing and future rules, regulations, or orders of any federal, state, or local court or administrative body or authority having jurisdiction in the premises. Each party shall initiate and be responsible for obtaining the approval of federal, state, or local regulatory authority having jurisdiction in its premises. Both parties agree that neither of them will initiate, advocate, or voluntarily support any actions before any regulatory agency or authority that would adversely affect the terms hereof. Should the performance of any material obligation under this Agreement be in conflict with or be impeded by an applicable and effective court order federal, state, or local law, ordinance, rule, regulation order of any federal, state, or local administrative body or authority having jurisdiction in the premises, the affected party shall make every reasonable effort to contest, expedite, have set aside, obtain exemption from, or otherwise secure relief from any such order, law, ordinance, rule, or regulation or any delay or inaction caused by or on the part of any such authority so that this Agreement and the performance of all material obligations hereunder are maintained in the full force and effect without modification. Pending the outcome of any and all such efforts to so contest, expedite, have set aside, obtain exemption from any such order, law ordinance, rule, or regulation, or any delay or inaction the parties shall promptly meet in a mutually-agreeable location and use their best efforts to maintain this Agreement in full force and effect by appropriately modifying, if necessary, the provisions hereof and or the performance of the parties hereunder so that interim compliance with such order, law ordinance, rule, or regulation can be effected. Each party shall promptly and diligently make and prosecute any and all necessary or desirable applications or filings so that all requisite regulatory authorization(s) is (are) obtained, provided however, nothing herein will obligate either party to accept any regulatory authorization that in its sole opinion is unacceptable to it.

Mitchellville will adopt the current Portland Sewer Use Ordinance and Pretreatment Program as required by the EPA and State of Tennessee to protect the environment, and Portland will enforce said Pretreatment Program. Mitchellville shall enforce the Sewer Use Ordinance.

ARTICLE XI

FORCE MAJEURE

In case either party to the Agreement fails to perform any obligation hereunder assumed by it and such failure is due to force majeure, including acts of God or a public enemy, strikes, riots, injunctions, or other interferences through legal proceedings initiated by third parties, washouts, earthquakes, storms, the compliance with any law, either federal, state, or local, or with any order of the federal, state, or local government or any branch therefore, or to any causes not due to the fault of such party and not within the control of such party, such failure shall not be deemed to be a violation by such party of its obligations hereunder, and upon such party giving full notice and full particulars of such occurrence as soon as possible after the commencement thereof, the obligations of both parties shall be suspended for the duration of the force majeure occurrence; provided, however that the provisions of this ARTICLE shall not relieve either party hereto of its obligation to make payments, whether arising from operation and maintenance fee provisions, the indemnification and hold harmless provisions, or any other provision of this Agreement then due and owing or which become due and owing for the duration of the force majeure occurrence. The party giving such notice shall attempt to remedy the force majeure occurrence with all reasonable dispatch and shall use due diligence to again put itself in position to carry out all the obligations which by the terms hereof it has assumed. The settlement of strikes, lockouts, industrial disputes, or disturbances shall be entirely within the discretion of the party having the difficulty, and the above requirements that any force majeure occurrence shall be remedied with all reasonable dispatch and addressed with due diligence shall not require the settlement of strikes, lockouts, industrial disputes, or disturbances by acceding to the demands of any opposing person(s) or entity(ies) when that course is deemed inadvisable in the sole discretion of the party having difficulty.

ARTICLE XII

ASSIGNMENTS AND TRANSFERS

This Agreement shall extend to and be binding upon the successors, assigns, heirs, and legal representatives of the parties hereto. Neither party shall sell, assign, or convey this Agreement or any interest or any part thereof without the prior written consent of the other, which consent shall not unreasonably be withheld. Appointment by either party of a third party to operate its system shall not be considered an assignment subject to approval by the other party.

ARTICLE XIII

REMEDIES: WAIVER OF BREACH

Notwithstanding anything to the contrary contained or implied herein, it is specifically understood and agreed as follows. The cumulative rights, power, and remedies available to the parties pursuant to the terms and provisions of this Agreement shall be separate, distinct, and cumulative, and none of them shall be construed to be exclusive, nor shall an election to proceed under any particular term or provision hereof be considered to be the exclusion of proceeding under any other term or provision hereof. In addition to any rights, powers, and remedies

provided herein for breach or default under this Agreement, the parties hereto shall have available to them all other rights, powers, and remedies available to them hereunder or pursuant to law or equity in such order and manner as they individually determine, and successively or concurrently at their individual option.

Prior to any litigation as to any misunderstanding, breach, or default, under this Agreement, the same shall be submitted to arbitration whereby three (3) members of the governing board of each party shall meet and then there shall be a seventh (7th) member chosen by mutual agreement with the parties who shall act as an arbitrator and majority ruling shall be final, except as to property rights, and the final ruling of the arbitration board shall be final. Should the arbitration board be unable to agree by majority, either party may submit their rights to the Court of equity.

Failure of either party to insist upon strict compliance with any of the terms, premises or conditions of this Agreement shall not be deemed a waiver of such term, premise or condition, nor shall any waiver, delay enforcement or exercise, or relinquishment of any right, power, or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times. Any condition, term or covenant in this Agreement that is not complied with will be considered a breach of and default under this Agreement.

The terms and conditions of this Agreement shall be reviewed annually for the correction of any inequities.

ARTICLE XIV **NOTICES**

Unless otherwise agreed upon by Portland and Mitchellville where provision is made for notification or advisement of any kind, such notice or advisement shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by email or by regular mail. If mailed by certified or registered mail, postage prepaid, to the parties at the following address or at such other address as may be later designated by the parties in writing.

Portland;

EMAIL:

Utilities Director: Bryan Price

bprice@cityofportlandtn.gov

Utilities Administrative Assistant: Darlene Baker

dbaker@cityofportlandtn.gov

MAIL:

City of Portland

Attn: Portland Utilities Director

100 South Russell Street

Portland, TN 37148

Mitchellville;
FAX:
MAIL:
City of Mitchellville
Attn: Mitchellville City Mayor
1003 N Church St
Mitchellville, TN 37119

ARTICLE XV
SEVERABILITY

If any provision of the Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder this Agreement.

ARTICLE XVI
GOVERNING LAW

The interpretation and performance of this Agreement shall be considered in accordance with the laws of the State of Tennessee.

ARTICLE XVII
ENTIRE AGREEMENT

This Agreement contains the present understanding between the parties and supersedes any prior understanding between them respecting the subject matter hereof. Except as otherwise expressly provided herein, no changes, alterations, modification, additions, or qualifications to the terms of the Agreement shall be effective or binding upon the parties unless made in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

ATTEST: City of Portland

ATTEST: City of Mitchellville

Ordinance

City of Portland, Tennessee

No. 23 - 22

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH CROFT & ASSOCIATES LLC TO PROVIDE PROFESSIONAL LAND ACQUISITION SERVICES FOR THE CITY OF PORTLAND OAK HILL WATER SYSTEM IMPROVEMENTS AND 2021 MASON TANK 12-INCH CONNECTOR FOR WATER SYSTEM IMPROVEMENTS

WHEREAS, the following proposal has been received for professional land acquisition services for the 2021 Mason Tank 12-inch Connector and Oak Hill Water System Improvements; and

WHEREAS, Croft & Associates proposal is to provide professional land acquisition services for the water main easements related to the 2021 Mason Tank 12-inch Connector and Oak Hill Water System Improvements; and

WHEREAS, the scope of services will include establishing fair market value for utility easements for eight (8) separate parcels related to the 2021 Mason Tank 12-inch Connector and eighteen (18) separate parcels related to Oak Hill Water System Improvements; and

WHEREAS, the proposed fees are:

2021 Mason Tank 12-inch Connector	\$29,500.00
<u>Oak Hill Water System Improvements</u>	<u>\$70,000.00</u>
Total Fee:	\$99,500.00

NOW, THEREFORE BE IT ORDAINED by the Mayor and the Board of Aldermen of the City of Portland that an agreement shall hereby be approved with Croft and Associates for professional land acquisition services for water easements related to the 2021 Mason Tank 12-inch Connector and Oak Hill Water System Improvements; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

Resolution

City of Portland, Tennessee

No. 23 - 43

A RESOLUTION TO CONTINUE A WATER MORATORIUM FOR THE OAK GROVE ZONE AREA TO NOT ALLOW THE ISSUANCE OF ANY NEW WATER TAPS UNTIL SUFFICIENT SUPPLY IS AVAILABLE TO MAINTAIN THE SERVICE AREA

WHEREAS, the City of Portland deems it necessary to not allow any new water taps for the Oak Grove Zone due to insufficient capacity in the area; and

WHEREAS, the Public Utility Director has reviewed the data and recommends to not approve any new water taps in the Oak Grove Zone; and

WHEREAS, the City is working diligently with several agencies to provide funding and solutions to increase potable supply in the Oak Grove Zone; and

WHEREAS, new water tap requests from May 2022 and on will continue to be denied until improvements are completed in the Oak Grove Zone; and

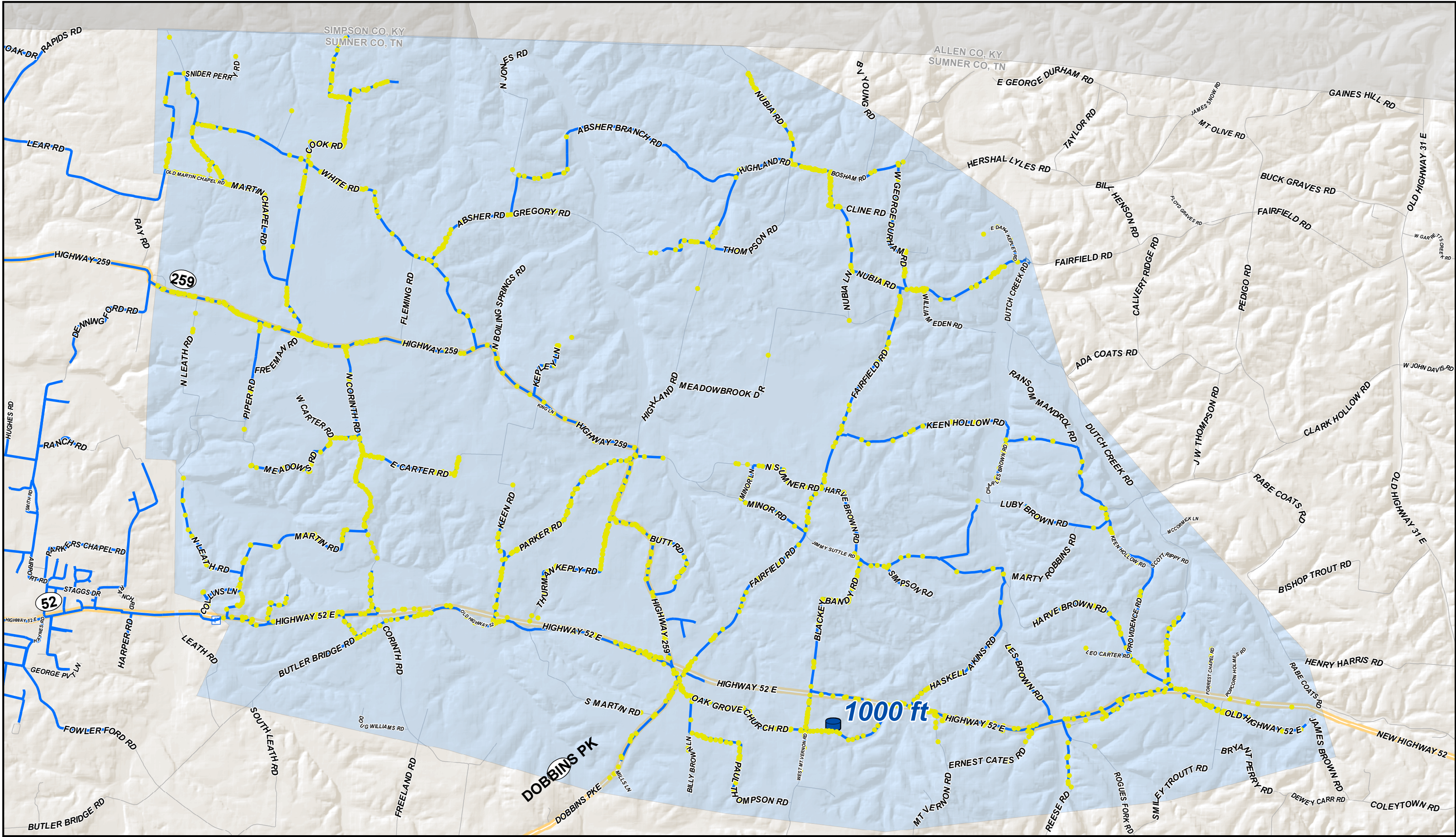
NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve the continuation of a water moratorium in the Oak Grove Zone area until increased supply is available; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this ____ day of _____



Disclaimer:
The City of Portland Utility Department
will not be responsible for the accuracy
of any layers within this GIS map.

Legend

- Water Users in OakGrove Zone = 1,700 approx.
- OakGrove Pressure Zone



1 inch = 4,000 feet

Resolution

City of Portland, Tennessee

No. 23 - 44

A RESOLUTION TO APPROVE FUNDING FROM THE CURRENT FISCAL YEAR 2023 WATER SEWER BUDGET FOR THE ESTABLISHMENT OF A WATER SERVICE REPLACEMENT PROJECT IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000)

WHEREAS, the City of Portland deems it necessary to establish a Water Service Replacement Project to assist in managing water loss; and

WHEREAS, the budget of \$50,000 will be used for the Water Service Replacement Project; and

WHEREAS, the Water Service Replacement Project shall include replacement of the water meter, service line, and all appurtenances associated with the water service; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve funding from the current Fiscal Year 2023 Water Sewer Budget for the Department of Utilities Water Service Replacement Project in the amount of Fifty Thousand Dollars (\$50,000); and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this ____ day of _____

Resolution

City of Portland, Tennessee

No. 23-45_

A RESOLUTION TO ESTABLISH GUIDELINES FOR CAPACITY LETTERS FOR THE DEPARTMENT OF UTILITIES

WHEREAS, the City of Portland receives service requests for developments within the service area for water, sewer, and gas utilities as per the Portland Municipal Code Title 18-103 and 19-203. Once the request is processed a capacity letter is addressed to the developer; and

WHEREAS, all capacity letters shall expire after one (1) year from the date of the letter; and

WHEREAS, capacity letters shall be eligible for one (1) renewal with no changes from the original letter if requested prior to expiration; and

WHEREAS, any subsequent renewal request after the first renewal shall require modeling as per Resolution 23-07. Modeling shall be required for any capacity letter that has expired for more than six (6) months as per Resolution 23-07; and

WHEREAS, upon the second renewal request or after any letter has expired, all current fees shall apply; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve *Guidelines for Capacity Letters*; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Approved this ____ day of _____



CITY OF PORTLAND

MEGAN HEISLER, P.E. – UTILITIES ENGINEER
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Address: mheisler@cityofportlandtn.gov

John Doe
123 Example Dr
Portland, TN 37148

Date: 4/6/2023

Re: WATER & SEWER CAPACITY LETTER
123 EXAMPLE DR, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 01, PARCEL 2.00

Portland Department of Utilities (PDU) has completed its review of your application for water and sewer services for the proposed nine (9) unit development at the above referenced location. Please see below for the capacity details.

WATER:

The system does have capacity for the nine (9) proposed units once improvements are made. The City's minimum requirement for water main diameter within City Limits is eight (8) inches. Currently, at this location, there is a six (6) inch diameter water main. PDU will require this development to upsize the water main from the intersection of Example Dr & Main St, along the entire properties' road frontage to an eight (8) inch diameter water main. This will entail approximately 500 feet of eight (8) inch blue C900 DR 14 PVC or class 250 ductile iron pipe and all associated appurtenances. The Developer will be required to pay water improvement fees per unit.

SEWER:

Sewer is available for the nine (9) units. The Developer will be required to pay sewer improvement fees per unit.

Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water).

An individual Residential Service Availability Request Form must be completed for each unit within this subdivision once the water line installation is complete and has been accepted by PDU. The fees associated with each unit (i.e. tap, connection, capacity fees, etc.) will be determined once that form is filled out and submitted to PDU.

This letter states PDU's ability to service the parcel in question. No approval of any services is indicated. Construction plans will be required to be submitted and approved. This capacity letter shall expire within twelve (12) months of the date of the letter.

Should you have any questions, please feel free to contact me.

Sincerely,

Megan Heisler, P.E.
MNHAV000000

April 17th Council Meeting
Sudden Service Sewer Exhibit

