Board of Mayor and Aldermen

City Council Meeting

Portland City Hall
100 South Russell Street
Portland, TN 37148
August 7,2023
5:00 PM

A. Call To Order

B. Prayer And Pledge

C. Roll Call

D. Approval Of Minutes

Documents:

MINUTES JULY 10 2023.PDF

E. Approval Of Agenda

F. Communications From Council Members

G. Public Comment Period

In accordance with Tennessee Public Chapter No. 300, public comments are allowed when those comments are germane to actionable agenda items, except where otherwise prohibited; and the number of individuals speaking may be limited to ensure opposing viewpoints are fairly represented. Individuals wishing to comment on an actionable agenda item must sign up before the start of the meeting and are allotted 5 minutes to speak.

H. Department Reports

Documents:

BUILDING AND CODES JUNE 2023 MONTHLY REPORT.PDF
CITY RECORDER JUNE 2023 MONTHLY REPORT.PDF
COMMUNITY DEVELOPMENT NEWSLETTER JUNE 2023.PDF
FIRE MONTHLY REPORT JUNE 2023.PDF
POLICE MONTHLY REPORT JUNE 2023.PDF
UTILITIES MONTHLY REPORT JUNE 01 2023.PDF

I. Mayor's Report

J. Community Development

Alderwoman Megann Thompson

K. Finance

Alderwoman Penny Barnes

1. Ordinance No. 23-37 - Second Reading

   An Ordinance of the City of Portland, Tennessee, amending budget ordinance no. 23-25 for the fiscal year beginning July 1, 2023, and ending June 30, 2024.

   Documents:

   ORD 23-37 BUDGET AMENDMENT FOR FY23 24 2ND READ REVISED.PDF

2. Ordinance No. 23-38 - First Reading

   An Ordinance providing for the levy on all real property, personal property, and ad valorem taxes for the city of Portland, Tennessee for the year 2023.

   Documents:

   ORD 23-38 LEVY ON ALL REAL PROPERTY PERSONAL PROPERTY AND AD VALOREM TAXES TAX RATE.PDF
   ORD 23-38 A1 JULY 5TH COMPTROLLER LETTER.PDF
   ORD 23-38 A2 AUG 4TH LETTER FR COMPTROLLER.PDF

L. Fire Department

Vice Mayor Jody McDowell; Financed by: General Fund

1. Resolution No. 23-75

   A Resolution to accept an assistance to firefighters grant for equipment and training through the Department of Homeland Security issued by FEMA.

   Documents:

   RES 23-75 ACCEPT AFG GRANT 2023 EMW-2022-FG-05147 TRAINING-4 GAS MONITOR- IN CAB HEAD SETS.PDF

M. Human Resources

Alderwoman Penny Barnes

1. Ordinance No. 23-36 - Second Reading

   An Ordinance to update the Employee Christmas Bonus.

   Documents:

   ORD 23-36 EMPLOYEE CHRISTMAS BONUS REVISED 2023.PDF

N. Legislative

Mayor Mike Callis

1. Resolution No. 23-76

   A Resolution to authorize that assignment of addresses in the city of Portland be delegated to the respective County E-911 office in which the address is located.

Documents:

RES 23-76-ADDRESS NUMBERING BY E-911 OFFICE.PDF

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

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

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

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

1. Ordinance No. 23-39 - First Reading
An Ordinance to amend the city of Portland, Tennessee zoning map by rezoning unaddressed West Longview Drive (tax map 039 parcel 47.09 and P/O 047.00) zoned from RM-1 (high density residential) to RS-20 (low density residential).

Documents:

ORD 23-39 UNADDRESSED WEST LONGVIEW DRIVE REZONE 1ST READING JIM DONOHO.PDF

2. Ordinance No. 23-40 - First Reading
An Ordinance to amend Article IV of the Combined Zoning Ordinance No. 387 of the City of Portland to specify minimum residential driveway widths, standards for maximum residential driveway widths, and drainage pipe material.

Documents:

ORD 23-40 AMEND DRIVEWAY WIDTH AND PIPE MATERIAL.PDF

3. Discussion - Accessory Buildings

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

1. Resolution No. 23-80
A Resolution authorizing the City of Portland to appropriate funds from the payment in lieu of sidewalks fund.

Documents:

RES 23-80 APROPRATE SIDEWALK PAYMENT IN LIEU OF PAYMENT FUND WHEELER STREET.PDF

T. Utility Infrastructure

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

1. Ordinance No. 23-41 - First Reading

   An Ordinance to rescind and replace in its entirety Ordinance 22-16, authorizing the mayor to enter into a developer's agreement with Robert Robinson for upsizing the existing water main along Red River School Road and Highland Road for the 22- lot development, located at 6004 Red River School Road in Portland, Tennessee, with the attached developer's agreement.

   Documents:

   ORD 23-41 RESCIND AND REPLACE ORD 22-16 RED RIVER SCHOOL RD DEVELOPERS AGREEMENT.PDF

2. Ordinance No. 23-42 - First Reading

   An Ordinance to rescind and replace in its entirety Ordinance 22-73, the developer's agreement with Tri-dash Local Investors, LLC for the water and sewer system improvements for the Parkside Estates Development, located at 112 Old Westmoreland Rd in Portland, Tennessee, with the attached developer's agreement.

   Documents:

   ORD 23-42 RESCIND AND REPLACE ORD 22-73 ON PARKSIDE ESTATES DEVELOPERS AGREEMENT.PDF

3. Ordinance No. 23-43 - First Reading

   An Ordinance to approve the funding of easements for the American Rescue Plan Act (ARPA) projects: 2021 Masons tank 12-inch connector, Oak Hill water system improvements, and Oak Hill elevated tank improvements.

   Documents:

   ORD 23-43 FUNDING OF EASEMENTS FOR ARPA PROJECT.PDF

4. Ordinance No. 23-44 - First Reading

   An Ordinance to authorize the mayor to enter into a developer's agreement with Stevison Ham Company for utility and paving improvements, located at 125 Stevison Ham Rd, tax map 019, parcel 124.00 in Portland, Tennessee.

   Documents:

   ORD 23-44 DEVELOPERS AGREEMENT WITH STEVISON HAM CO.PDF

5. Ordinance No. 23-45 - First Reading

   An Ordinance to authorize the mayor to enter into a developer's agreement with Daniel Williams for the water improvements, including the installation of a new 6-inch water main through the development and a new 8-inch water main along Briley

Lane from Blue Door Road to Rolling Meadows Avenue, for the Bakers Acres Development, located at 355 Briley Lane, tax map 015, parcel 030.00 in Portland, Tennessee.

Documents:

ORD 23-45 DEVELOPERS AGREEMENT FOR BAKERS ACRES.PDF

6. Resolution No. 23-77

   A Resolution amending the engineering agreement with OHM Advisors, approved by Ordinance 21-37, for additional construction phase services and construction project observation for the Oak Hill Water System Improvements Project in the amount of $612,120.

   Documents:

   RES 23-77 - RES TO AMEND OHM-OAK HILL WATER SYSTEMS.PDF
   RES 23-77 A1-OHM PROPOSAL AMENDMENT - OAK HILL WATER SYSTEMS.PDF
   RES 23-77 A2 OVERALL ARPA PROJECTS BUDGET.PDF

7. Resolution No. 23-78

   A Resolution amending the engineering agreement with OHM Advisors, approved by ordinance 21-52, for additional construction phase services and construction project observation for the 2021 Masons Tank 12-inch Connector Project in the amount of $447,480.

   Documents:

   RES 23-78 AMEND OHM-MASONS TANK 12-INCH CONNECTOR.PDF
   RES 23-78 A1 OHM PROPOSAL AMENDMENT- MASON 12-INCH WATERLINE CONNECTOR.PDF
   RES 23-78 A2 OVERALL ARPA PROJECTS BUDGET.PDF

8. Resolution No. 23-79

   A Resolution authorizing the developer to pay-in-lieu of installing a 12-inch water main for the length of their road frontage along Hwy 52W and have their utility fees waived up to $19,125 for the Waffle House Development, located at 405 Hwy 52W, tax map 034E, Group B, Parcel 018.09 in Portland, Tennessee.

   Documents:

   RES 23-79 WAIVE UTILITY FEES FOR WAFFLE HOUSE.PDF
   RES 23-79 A1 EMAIL FROM WAFFLE HOUSE.PDF
   RES 23-79 A2 WAFFLE HOUSE CAPACITY LETTER.PDF

9. Discussion - Capacity

U. Adjournment

Minutes

Board of Mayor and Aldermen

City of Portland, Tennessee

July 10, 2023

A. Call to Order – Vice-Mayor McDowell called the meeting to order at 5:08 P.M. at Portland City Hall.

B. Prayer/Pledge –Chief Sam Thornton offered the Invocation and the Pledge of Allegiance.

C. Roll Call -

Present:	**Also Present:**
Alderwoman Penny Barnes	Assistant City Recorder Tracy Kizer
Alderman Mike Hall	Finance Director, City Recorder Rachel Slusser
Alderwoman LaToya Holcomb	City Attorney John R. Bradley
Alderman Drew Jennings	**Absent:**
Vice Mayor Jody McDowell	Mayor Mike Callis
Alderman Brian Woodall	Alderwoman Megann Thompson

D. Approval of Minutes from June 5, 2023, Council Meeting. Motion was made by Alderman Jennings, seconded by Alderman Woodall to approve the minutes as presented. **Voice vote indicated approval**.

E. Approval of Agenda. Motion was made by Alderman Jennings, second by Alderwoman Holcomb to approve. **Voice vote indicated approval of the agenda**.

F. Communications from Council Members – Alderman Woodall made mention that this Thursday Night was a Music on Main event and encouraged everyone to attend.

G. Public Comment Period–

1. Ricky Roberts spoke about Utility's item 15 – Insurance Claim.
2. Leona Rhodes spoke about speeding on Old Westmoreland Road. Vice-Mayor McDowell moved discussion under Police.

H. Department Reports – Motion was made by Alderman Jennings, second by Alderwoman Barnes to approve. **Voice vote indicated approval of the Department Reports.**

I. Mayor's Report – presented by Vice-Mayor McDowell for Mayor Callis

1. Mayor is attending the Sumner County Legislative meeting for TDEC water grant.
2. Storm clean-up continues, but there is a large number of trees damaged.
3. Music on Main will by this Thursday night July 13th at 6:30 pm.
4. Farmers Market is Thursday July 13th at Richland Park from 3:30 to 7 pm.
5. Elvis Tribute Show is July 15th at the Temple Theater.
6. Back to School Bash is Saturday, July 22nd at Richland Park.

J. Community Development – Alderwoman Megann Thompson – No items

K. Finance – Alderwoman Penny Barnes

1. **Ordinance No. 23-37 - First Reading** - An Ordinance of the City of Portland, Tennessee, amending budget ordinance no. 23- 25 for the fiscal year beginning July 1, 2023, and ending June 30, 2024. Motion by Alderwoman Barnes seconded by Alderman Woodall. **Voice vote indicated approval.**

2. **Ordinance No. 23-38** – **First Reading** – An Ordinance providing for the levy on all real property, personal property, and ad valorem taxes for the City of Portland, Tennessee for the year 2023. Alderwoman Barnes made a motion to approve, second by Alderman Jennings. Discussion and explanation of the changes set by the state board of equalization, and their calculation of the new certified tax rate. Atty Bradley told board to defer the vote until after he contacted the state. Motion to defer by Alderman Jennings, second by Alderman Hall. **Voice vote indicated approval to defer Ordinance.**

L. Fire Department –

Financed by: General Fund

1. **Resolution 23-64 -** A Resolution in support of the continued joint coverage agreement between Sumner and Robertson County's Emergency Medical Services. Motion to approve by Alderman Jennings, Second by Alderman Woodall. **Voice vote indicated approval.**

M. Human Resources – Alderwoman Penny Barnes

1. **Ordinance No. 23-36** - An Ordinance to update the Employee Christmas Bonus. Discussion Alderman Hall asked how many employees this effected, and Alderwoman Barnes asked for a breakdown. It was noted that information would be requested for Hazel Johnson. Motion by Alderwoman Barnes to approve, second by Alderman Hall. **Voice vote indicated approval.**
2. **Resolution No. 23-74 –** A Resolution to discontinue a period of temporary employment for employees of a political subdivision participating in the Tennessee Consolidated Retirement System in accordance with Title 8 section 34 through 37 of the Tennessee Code Annotated. Alderwoman Barnes moved to approve, second by Alderman Jennings. **Voice vote indicated approval.**

N. Legislative – Vice-Mayor Jody McDowell

1. **Resolution No. 23-71** - A Resolution to Re-Appoint Three (3) New Members to the Portland Industrial Board. Annotated. Alderman Jennings made motion to approve, second by Alderman Woodall. **Voice vote indicated approval.**

O. Municipal Airport – Alderman Mike Hall

Financed by: Special Revenue Fund

1. **Ordinance No. 23-28 –Second Reading** - An Ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for a contract to update the Portland Municipal Airport Layout Plan. Motion to approve by Alderman Hall, second by Alderwoman Barnes. **Voice vote indicated approval.**

P. Parks & Recreation – Alderman Brian Woodall

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

1. **Discussion – Swimming Pool –** Jamie White wanted to update the Council about the status of the swimming pool. The State will require engineering plans for the repair or replacing of the pool. Jamie White recommended core drilling at a price between $6,000 to $10,000 to see if the pool can remain at current location. The Council agreed that should be completed to determine the next step.
2. **Discussion – Second Richland Park Entrance –** Jamie White wanted to make the Council aware that there is a growing need for a second entrance/exit for Richland Park. During the May Carnival the road count for the one entrance was 16,700 vehicles. There is a concern for safety of emergency vehicles having access during high volume events. The cost is estimated between $110,000 to $150,000. Alderman Woodall wanted Council to think about and discuss with citizens to see the need.

Further Discussion - Mr. White reported should be getting cost for the Golf Course signs within the week.

Q. Police Department – Alderman Drew Jennings -

Financed by: General Fund

1. **Resolution No. 23-72 -** A Resolution to apply for a Violent Crime Intervention Fund (VCIF) grant administered through the Department of Homeland Security. Motion to approve by Alderman Jennings, second by Alderwoman Barnes. **Voice vote indicated approval.**

2. Public Comment Discussion - Vice-Mayor McDowell questioned Chief Williams about the request made for speed bumps for Old Westmoreland Road. Request to spend rules to communicate with complainant. Voice vote indicated approval. Ms. Rhodes advised that everyone on her end of the street signed the petition that was presented last meeting. After discussion Chief Williams advised that extra patrol would be in the area.

R. Planning & Codes – Alderwoman Megann Thompson – No items

Financed by: General Fund

S. Public Works – Alderwoman LaToya Holcomb

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

1. **Resolution No. 23-73 –** A Resolution by the City of Portland, Tennessee to declare certain property owned by the city to become surplus. Motion to approve by Alderwoman Holcomb, second by Alderman Woodall. **Voice Vote indicated approval.**

T. Utility Infrastructure – Alderman Brian Woodall – Motion made by Alderman Jennings to move item T-13 – Discussion – Insurance Claim to item T-1 on the agenda. Second by Alderman Hall**. Voice Vote indicated approval.**

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

1. **Discussion – Insurance Claim –** Bryan Price reviewed the issue at the Emanual Church's insurance claim. Discussion led to advising the church to file with their insurance company to determine which party is at fault. Motion to suspend rules by Jennings, second by Alderwoman Holcomb have the Emanual Church representative update the Council on status of repair and insurance claim. After discussion Vice-Mayor McDowell advised the church to file with their insurance company. City Attorney Bradley advised that he would talk with Public Entity Partners to see why the city's insurance company declined the claim.

2. **Ordinance 23-33 – Second Reading -** An Ordinance to enter an agreement with Cumberland Pipeline, LLC for the 2021 Masons tank 12-inch connector American Rescue Plan (ARP) project. Motion to accept Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval**.

3. **Ordinance 23-34 – Second Reading -** An Ordinance to enter an agreement with Cumberland Pipeline, LLC for the Oak Hill Water System Improvements American Rescue Plan (ARP) project. Motion to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval**.

4. **Ordinance 23-35 – Second Reading -** An Ordinance to enter an agreement with Phoenix Fabricators and Erectors, LLC for the Oak Hill Elevated Tank Improvements American Rescue Plan (ARP) Project. Motion to approve Alderman Woodall, second by Alderwoman Barnes. Bryan Price presented the ordinance keeping the Oak Hill Tank intact and tearing down the Collins Tank. Motion by Alderman Hall to amend as presented, second by Alderwoman Holcomb. **Voice vote indicated approval of amendment. Voice vote indicated approval of amended Ordinance.**

5. **Ordinance 23-29 – Second Reading -** An Ordinance authorizing the acceptance of the best bids for the purchase of supplies in the Portland Natural Gas Department effective July 1, 2023, through June 30, 2024. Move to approve by Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**

6. **Ordinance 23-30 – Second Reading -** An Ordinance authorizing the acceptance of the best bids for the purchase of supplies in the Water Distribution Department for fiscal year 2024. Move to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**

7. **Ordinance 23-31 – Second Reading -** An Ordinance authorizing an agreement between the City of Portland, Southern Sales, and Straeffer Pump & Supply, Inc. for water/wastewater pump/motor maintenance services and appurtenances. Move to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**

8. **Ordinance 23-32 – Second Reading -** An Ordinance to authorize acceptance of best bids for various chemicals for the City of Portland for fiscal year 2024. Move to approve Alderman Woodall, second by Alderwoman Holcomb. **Voice vote indicated approval.**

9. **Resolution No. 23- 65 -** A Resolution to approve change order #1 in the decreased amount of $610,877 for the contract with Cumberland Pipeline, LLC for the Masons Tank 12-inch connector American Rescue Plan (ARP) project. Move to approve Alderman Woodall, second by Alderwoman Barnes. Bryan Price explained the changes and distributed project breakdown. **Voice vote indicated approval.**

10. **Resolution No. 23- 66 -** A Resolution to approve change order #1 in the decreased amount of $581,097.50 for the contract with Cumberland Pipeline, LLC for the Oakhill Water System Improvements American Rescue Plan (ARP) project. Move to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**

11. **Resolution No. 23- 67 -** A Resolution to approve final adjusting change order #3 in the decreased amount of $21,374.87 for the 2021 Gravity Sewer Interceptor Project. Move to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval. Alderwoman Holcomb absent during vote, Alderman Hall was no vote.**

12. **Resolution No. 23-68 -** A Resolution to approve final adjusting change order #3 in the decreased amount of $21,374.87 for the 2021 Gravity Sewer Interceptor Project in the amount of $20,000. Move to approve by Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval. Alderwoman Holcomb absent from vote.**

13. **Resolution No. 23-69 -** A Resolution authorizing the city to apply for a Tennessee Department of Environment and Conservation (TDEC) Competitive American Rescue Plan Act (ARPA) grant for Resource Protection. Move to approve by Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval. Alderman Hall was no vote.**

Adjournment – Motion to adjourn made by Alderman Hall, second by Alderwoman Thompson. **Meeting adjourned at 7:02 pm**.

_____ _____

Mike Callis, Mayor Tracy Kizer, Assistant City Recorder

Portland Building Codes Department
June 2023 Monthly Report

PERMIT TYPE	No. of Permits	Amount
Use & Occupancy Permits	-NA-	$ -NA-
Swimming Pool	4	$ 440.00
Plumbing	7	$ 606.40
Mechanical	6	$ 725.80
Stand Alone Building	4	$ 841.50
Residential Building	2	$ 2,251.88
Fire Alarm / Fire Suppression	1	$ 796.72
Commercial/Industrial	1	$ 260.00
Plan Review	2	$ 186.12
Demolition	1	$ 60.00
Fire Works	3	$ 4,200.00
Moving	-NA-	$ -NA-
TOTAL ALL PERMIT FEES	**31**	**$ 10,368.42**
PORTLAND IMPACT FEE – PARKS		$ 998.00
PORTLAND IMPACT FEE – POLICE		$ 526.00
PORTLAND IMPACT FEE – FIRE		$ 1,205.00
TOTAL – PORTLAND IMPACT FEES		**$ 2,729.00**
SUMNER COUNTY IMPACT FEE		$ 2,401.00
GRAND TOTAL		**$ 15,498.42**

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

Phone 615/325-6776 Ext. 245

June 2023 Monthly Report

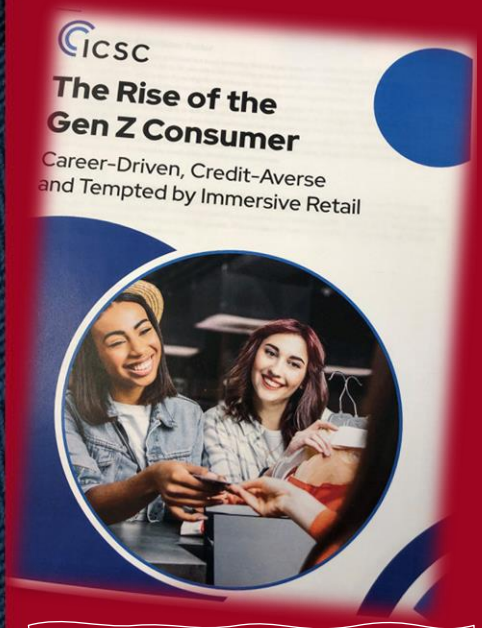
Number of Council Meetings	1	June 5th 6 Council Members present 1 Council Members absent
Number of Work Study Meetings	0	
Number of Liability Claims	0	
Number of Property Claims	0	
Number of Records Requested	8	

CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

JUNE, 2023



This emerging group of consumers likes the ability to check out products in person at physical stores.

Did you know that during World War II, war reels were shown at the local theatre in Portland?
Families of the soldiers overseas would visit the theatre hoping for updates on their loved ones.

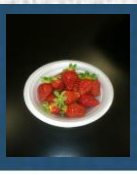
TCAT Portland now provides day and night classes for Welding. Nursing, Cosmetology and Construction Classes have also been added to IT, Advanced Manufacturing and Tool and Die Classes.
For More Information Call: 615/325-5575.

Remembering those who served to protect our freedoms.

Shown above: World War II Soldiers conducting maneuvers in our area were treated to social events downtown.

Thank you to Johnnie Freedle for providing this photo.

- Completed three required training classes 1) Workplace Harassment and 2) Substance Abuse and 3) Hazard Communication in June with testing and course completion certificates.
- Received the Small Cities Grant Fund Balance on June 9th.



100 South Russell Street
Portland, Tennessee 37148
Phone 615.325.6776 X246 Cell 615.881.3404
geminden@cityofportlandtn.gov

June, 2023

Commemorative Engraved Bricks are available from the Preservation Foundation.
Please help us pave the Way!
For more information visit our website templetheatretn.com

Temple THEATRE

Grand Ole Opry Star Mandy Barnett's "Nashville Songbook"
And
Jeff Alfiero's "Sinatra Sunday"
Were big hits at the Temple Theatre this month. Mr. Alfiero will be returning on July 11th with "The Music of Your Life"

Good to see the great crowds for "Music on Main"

DOWNTOWN, DOWNTOWN, DOWNTOWN

The Portland Preservation Foundation and the Certified Downtown Committee met on June 8, 2023.

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

Event Bookings for the Temple Theatre are managed through Barry Young 615/745-5327. barry@templetheatretn.com

Event tickets are now available for purchase online at:
www.templetheatretn.com
Or at the door while seats are available.
Watch the website or call to learn about upcoming events of interest to you and your family.

Received Notification from the Tennessee Historical Commission that a Historical Marker has been approved for the Moye-Green Boarding House. This process will cover several months. Future announcements will be forthcoming.

JUNE, 2023

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

Linda Ackerman and Marla Ford with balloons for the kids delivered to the library in June.

Welcome International Tea and Coffee to Downtown! Stop by for Coffee, Tea, Sandwiches & Ice Cream.

Learned of my dear friend Connie Clark's retirement at Kyowa. Sending all best wishes her way. It has been a pleasure to work with her for eleven years.

SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Prepared for the advertisement, agenda and packet, also attended the **Industrial Development Board's Annual meeting** in June. Received comment from the Board attorney relative to recently passed legislation. Provided abatement listing for the board for both Sumner & Robertson County as requested.
- Provided property owner contact information to other departments for utility easement contacts and other related data relevant to questions from **industrial and retail recruitment** efforts.
- Provided authorization from the **Dorman Property owner to the IDB** to secure the Chairman's signature for property needed for the enhancement of Eubanks Road (Tract 2). **Referred the Hatch Stamping authorization** to TDOT and the Robertson County IDB.
- Hosted calls and visits for potential industrial and commercial prospects in June. Provided references for city services.
- The mayor received notice of **the closing of the Puritan Facility in Orlinda.** Provided this information to ECD, TVA, and Robertson County.
- Followed up with Public Works regarding an existing industry street light request.
- Received the **MTIDA Regional Wage and Benefit Survey Final Reports in June.**
- **Notified TDOT** of property owner along Eubanks intent to donate property.
- Received request from Sumner County for the **abatement listing** as authorized by the Portland Industrial Development Board.
- Requested and received an updated **Labor Shed Analysis** from the State CERT Team.
- Qualified/disqualified Requests for Information from partner agencies, consultants, and industrial realtors for prospects.
- Attended my final meeting of the **Tennessee Rehabilitation Counsel** on June 6th. It has been my honor to serve on this board since 2015.

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

June, 2023

Portland Municipal Airport

- The Blue-Angels flew over the airport in June.
- Property was purchased June 30th to provide future space for a detention pond to alleviate drainage on the North end of the airport.
- Submitted Bi-Partisan Infrastructure Law Grant invoices to Black Cat for review by TDOT Aeronautic officials.
- Provided close-out letters for four of the airport grants in June as the state launches a new Priority Ranking initiative.
- Received payment for Engineer Fees associated with the BILS Grant on June 20th. Provided the check routing information to finance.
- Submitted the final engineer's pay request on the Runway Rehabilitation Project in June.
- Provided notification of the cancellation of the June Airport Authority Meeting.

Students and Instructors with **Tennessee Flight Training** visited the Portland Airport this month. It brings hope to know young people are interested in aviation and all it can offer to their futures.

www.cityofportlandtn.gov

June, 2023

Temple Theatre June Events

Thank you to Portland and surrounding communities for your continued support!

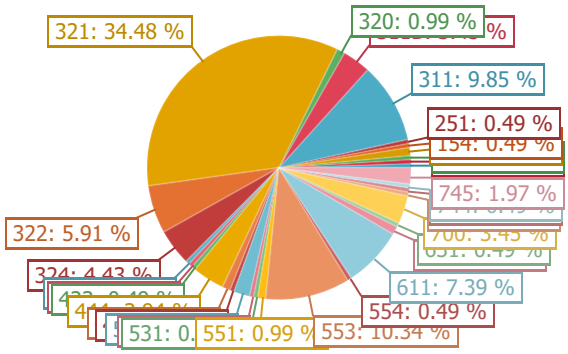
Thanks to Cumberland Connect for sponsorship of Mandy Barnett

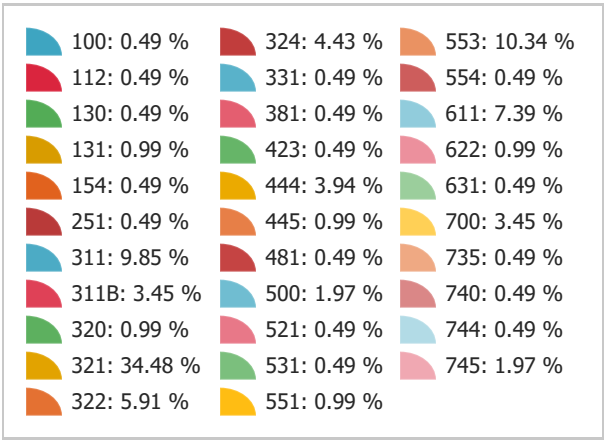
Family & Friends gathering after the shows is such a blessing to our community. Shown above, performer Mandy Barnett who broke into the Nashville business winning the part of Patsy Cline in "Always, Patsy Cline" poses with Julie Fudge, Patsy Cline's daughter. Mandy Barnett is the first Grand Ole Opry Member to perform on the Temple stage since Minnie Pearl and Roy Acuff.

Portland Fire Department

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

Incident Reports By Incident Type, Summary





Incident Type	Total Incidents	Percent
100 - Fire, other	1	0.49%
112 - Fires in structure other than in a building	1	0.49%
130 - Mobile property (vehicle) fire, other	1	0.49%
131 - Passenger vehicle fire	2	0.99%
154 - Dumpster or other outside trash receptacle fire	1	0.49%
251 - Excessive heat, scorch burns with no ignition	1	0.49%
311 - Medical assist, assist EMS crew	20	9.85%
311B - Public Assist	7	3.45%
320 - Emergency medical service incident, other	2	0.99%
321 - EMS call, excluding vehicle accident with injury	70	34.48%
322 - Motor vehicle accident with injuries	12	5.91%
324 - Motor vehicle accident with no injuries.	9	4.43%
331 - Lock-in (if lock out , use 511)	1	0.49%
381 - Rescue or EMS standby	1	0.49%
423 - Refrigeration leak	1	0.49%
444 - Power line down	8	3.94%
445 - Arcing, shorted electrical equipment	2	0.99%

Incident Type	Total Incidents	Percent
481 - Attempt to burn	1	0.49%
500 - Service Call, other	4	1.97%
521 - Water evacuation	1	0.49%
531 - Smoke or odor removal	1	0.49%
551 - Assist police or other governmental agency	2	0.99%
553 - Public service	21	10.34%
554 - Assist invalid	1	0.49%
611 - Dispatched & canceled en route	15	7.39%
622 - No incident found on arrival at dispatch address	2	0.99%
631 - Authorized controlled burning	1	0.49%
700 - False alarm or false call, other	7	3.45%
735 - Alarm system sounded due to malfunction	1	0.49%
740 - Unintentional transmission of alarm, other	1	0.49%
744 - Detector activation, no fire - unintentional	1	0.49%
745 - Alarm system activation, no fire - unintentional	4	1.97%

Total Number of Incidents: 203

Total Number of Incident Types: 32

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 '6/1/2023 12:00:00 AM' and '6/30/2023 11:59:59 PM'

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

6/1/2023 TO 6/30/2023

CID ACTIVITY					
Cases Assigned	33	Interviews Conducted	95	Asset Forfeitures	0
Cases Closed	10	Monitored Interviews	0	DCS/AOA	47
Cases Cleared	22	Search Warrants	24	Knock and Talk	3
Call outs	4	Judicial Subpoenas	11	Assist Patrol Units	13
Grand Jury Cases	4	General Sessions Cases	2	Forensic Interviews	0
Grand Jury Hours	2	General Sessions Hours	4	Fire Investigations	1
Juv Court Cases	0	Criminal Court Cases	2		
Juv Court Hours	0	Criminal Court Hours	20		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	16	Government	2
E-mails	52	Public Housing	0
Grand Jury & DA Copies	9	Local	0
Arrest Reports	53	Incident Reports	97
Written Warnings	132	City Citations	135

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	85	WILDLIFE	2	DECLARED VICIOUS	1
ANIMALS PICKED UP	53	RETURNED TO OWNER OR RESCUE	43	BARKING COMPLAINT	3
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	1	CRUELTY & WELFARE COMPLAINTS	3
DOGS	34	ANIMAL BITE ON ANIMAL	1	WILDLIFE/LIVESTOCK COMPLAINTS	1
CATS	19	ANIMAL BITE ON HUMANS	3	TICKETS	
LIVESTOCK	0	EUTHANASIA	1	WARNINGS	3
WARRANTS	6	ADOTPTIONS	4	REPORTS	6
SPECIAL ASSIGNMENTS		INTAKE	40		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	21	RESOLVED BY CONTACT/PHONE	0
NON-COMPLIANCE LETTERS	21	CITY COURTS DATES	2
NEW GRASS/RUBISH COMP	22	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	0	MAIL DELIVERY	17
PARKING COMPLAINTS	1	ASSIST ANIMAL CONTROL	0
FOLLOW-UP PARKING COMP	0	ARRESTS	0
VEHICLES (NON-COMP)	0	REPORTS	0
WORK ORDERS	2	CITATIONS	0
PROPERTY LIENS	2	WRITTEN WARNINGS	0
RELEASE OF LIENS	1		

CALLS FOR SERVICE					
911 HANG UP	38	EVADING	0	SCHOOL ZONE	0
911 MISDIAL	69	EXPARTE SERVICE	0	SEX OFFENDER REGISTRY	0
911 MISDIRECT	4	EXTRA PATROL	179	SEXUAL ASSAULT	0
911 OPEN LINE	70	FIELD INTERVIEW	0	SHOOTING	1
ABANDONED VEH	1	FIGHT	1	SHOPLIFTING	3
ABUSE INVESTIGATION	0	FIREARM DENIAL	0	SHOTS FIRED/HEARD	7
ACCIDENT INJURY	13	FIREWORKS	3	SOLICITOR	0
ACC. INJURY HIT/RUN	2	FOLLOW UP	39	SPECIAL ASSIGNMENT	2
ACCIDENT PROPERTY	29	FORGERY	0	SPC. ASSIGNMENT-COMMUNITY	1
ACC. PROPERTY HIT/RUN	3	FRAUD	6	STABBING	0
ACC. SERIOUS INJURY	4	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	0
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	4
AIRCRAFT EMERGENCY	0	HARASSMENT	6	SUBJECT CHECK	24
ALARM	41	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	6
ALARM HOLD UP/PANIC	6	HOTEL CHECK	0	SUS. INCIDENT	29
ALARM TEST	0	ILLEAGAL DUMPING	0	SUS. PERSON	14
ANIMAL CALL	56	INDECENT EXPOSURE	1	SUS. VEHICLE	11
APARTMENT CHECK	4	INVESTIGATION	0	TALK TO OFFICER	245
ARMED SUBJECT	0	JUVENILE	10	THEFT	5
ARSON	0	JUVENILE TRANSPORT	0	THREATS	6
ASSAULT	2	KIDNAPPING	0	TRAFFIC ENFORCEMENT	11
ASSIST CITIZEN	22	KNOCK AND TALK	1	TRAFFIC HAZARD	18
ASSIST EMS	15	LAKE CHECK	3	TRAFFIC STOP	411
ASSIST FIRE	6	LOCKOUT	0	TRESPASS	3
ASSIST OTHER AGENCY	18	LOCKOUT URGENT	1	UNAUTHORIZED USE OF VEH	0
ATTEMPT TO LOCATE	17	LOST/FOUND PROPERTY	6	UNK SITUATION	1
BARRICADED SUBJECT	0	LPR HIT	5	VANDALISM	2
BOLO	5	MENTAL TRANSPORT	0	VEH. BURGARLY	1
BOMB THREAT	0	MISC/MATTER OF RECORD	6	VEHICLE CHECK	38
BURGLARY	2	MISSING ADULT	0	VIOLATION CORRECTION VERIFY	6
BUSINESS CHECK	378	MISSING JUVENILE	0	VIO. ORDER OF PROTECTION	1
CAR SEAT CHECK	0	NOISE COMPLAINT	7	WARRANT	3
CHECKPOINT	0	OPEN DOOR	1	WEATHER RELATED ISSUES	1
CITY CALL OUT	1	OVERDOSE	1	WELFARE CHECK	12
CIVIL MATTER	5	PARK CHECK	77		
CODE 99	0	PARKING COMPLAINT	4		
CODES	21	PROSTITUTION	0		
DAMAGE TO PROPERTY	5	PROWLER	2		
DEATH INVESTIGATION	1	PUBLIC INTOX	3		
DELIVER MESSAGE	3	RECKLESS DRIVER	33		
DISORDERLY CONDUCT	0	REFERRAL	6		
DISTURBANCE	14	REPO	2		
DOMESTIC	20	RIOT	0		
DRILL	0	ROBBERY	0		
DUI	4	RUNAWAY	0		
DRUG INVESTIGATION	2	SCAM	1		
ESCORT	13	SCHOOL CHECK	28		
PHONE MESSAGE	0	TEST CALL	1		
PRIVATE PROPERTY TOW	0	PRISONER TRANSPORT	0		

Total Calls for Service	2193
Total Written Warnings	132
Total Speeding Citations	67
Total all other city citations	68
Commercial vehicle enforcements	2
Total Arrest	56

FLEX UNIT INFORMATION (751)					
TRAFFIC STOPS	18	DRUGS SEIZED	0	WEAPONS SEIZED	0
WARNINGS	12	HEROIN	0	RIFLE	0
CITATION	4	METHAMPHETAMINE	0	SHOTGUN	0
ARRESTS (CUSTODIAL)	1	COCAINE	0	PISTOL	0
ARRESTS (BY CITATION)	3	MARIJUANA	0	OTHER	0
		FENTANYL	0		
		PHARMACEUTICALS	0		
		OTHER	0		

WARRANTS SERVED	1	ASSIST PATROL	18	CONSENSUAL ENCOUNTERS	0
K-9 ALERTS	0	ASSIST OTHER AGENCY	3		

FLEX UNIT COURT INFORMATION				
GRAND JURY	# OF CASES	0	# OF HOURS	0
GENERAL SESSIONS	# OF CASES	1	# OF HOURS	5
JUVENILE COURT	# OF CASES	0	# OF HOURS	0
CRIMINAL COURT	# OF CASES	0	# OF HOURS	0

FLEX UNIT INFORMATION (752)					
TRAFFIC STOPS	42	DRUGS SEIZED	0	WEAPONS SEIZED	0
WARNINGS	39	HEROIN	0	RIFLE	0
CITATION	3	METHAMPHETAMINE	0	SHOTGUN	0
ARRESTS (CUSTODIAL)	0	COCAINE	0	PISTOL	0
ARRESTS (BY CITATION)	3	MARIJUANA	0	OTHER	0
		FENTANYL	0		
		PHARMACEUTICALS	0		
		OTHER	0		

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

FLEX UNIT COURT INFORMATION				
GRAND JURY	# OF CASES	0	# OF HOURS	0
GENERAL SESSIONS	# OF CASES	5	# OF HOURS	4.5
JUVENILE COURT	# OF CASES	0	# OF HOURS	0
CRIMINAL COURT	# OF CASES	0	# OF HOURS	0

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 June 2023

- Submitted May 2023 DMR via the EPA CDX online portal. (6/5/23)
- Submitted May 2023 MOR's via certified mail. (6/5/23)
- 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 67,308,000 gallons of potable water for distribution to customers.

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: 7/7/2023

JUNE MONTHLY REPORT

Construction continues at the Water Reclamation Facility. Everything is coming along well considering the storms we have had lately. We had our Large Blower (Aerzen) Repaired and it is operational again. We had ordered and received our DMRQA/QC (Quality Assurance/Quality Control) Lab kit to do our yearly lab certification with EPA. Continued Training our employees on Safety Issues and Maintenance needs in the plant.

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

June 2023 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

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

(16) New services installed

(5) Service Retirements

Complete Main, valve and hydrant installation on Center St. pressure tested and Bac-T sample main. Installed and transferred all services to new 8" main.

Meter Change outs

Vanzora Meter Locations

Traffic

Cut Off Lists

Flushing

Locates

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 June 2023.

During the Month of June, 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 2 of these this month and no short notice locates.

We had 5 "Service Calls" which resulted in rodding 2 service lines. Some calls were issues, the homeowner had with their service line. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were installing service lines and located taps for them to hook to. We had 2 new sewer inspections, 1 line replacement and 2 partial inspections of a large line replacement. We also had 10 Telemetry Call out with multiple calls being power failure and the flooding we got on the 30th. We measured manholes for paving, we repaired a service line that was hit by another dept, did 2 Dye Tests, and replaced a broken manhole casting.

While checking the pump stations this month we found several problems. We pulled 8 clogged pumps and worked on multiple others. We repaired airlocked pumps, unclogged suction lines, rehung floats and we changed 2 start capacitors. We also replaced burnt wires powering a telemetry unit and an air pump at the high school. We had to rewire Westland pumpstation when the panel support fell and broke the conduit and components in the panel.

We had other non-pumpstation related work such as replacing 2 broken plastic c/o boxes that were found by our department. We also continued with our monthly grease removal at pump stations and to weed eat the pumpstations and the manholes that are overflow points and the ones that get hit by the state mowers on the highway right aways. We made 3 repairs from the 2022-point repair project, capped off 2 services for Demo, Finished the Tap for 109 Strawberry St, and located tap at 111 Strawberry St. and located 2 significant INI source at W McGlothlin St while installing a backflow valve.

We CCTV services and main lines for tap locations and needed repairs. We located taps for demo permits. We CCTV a Storm Drain for Storm Water, cleaned out 4 pumpstations with the Vac Truck and spotted lines with the hydro excavator for repairs and helped the street w/ 4 holes for Sona tubes. We jetted 2 main lines and used the vac truck to control the flow at N Harris for the force main tie-in at the WWTP.

This month we did inventory and had several meetings about the change with inventory. We did employee evaluations, required training, and required Storm water training. This month we did final checks on projects Titian, Port North, and Field Haven Buildings E & F, and sent back punch lists of things that needed correction. The Collection System had a total of 2 Overflows. 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 Disaster Management Plan for the city.

Jon Harrison
Supervisor of Collections.

CITY OF PORTLAND
PORTLAND NATURAL GAS
LUCAS BAKER – GAS SUPERVISOR
124 B MORNINGSIDE DR.
PORTLAND, TENNESSEE 37148
Office: (615) 325-6776, ext. 187
Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – June 2023

- 3 Gas Services installed consisting of 514ft of ¾" service line pipe
- Abandoned 1 service – 636 N Broadway
- Repaired damaged 3/4" gas services at 150 Baptist Hill Rd, 3149 Hwy 76 and 425 Fairfield Rd
- Replaced 4" valve at New Deal Potts and Hwy 76
- Repaired Service Line Leak at 276 Dink Rut Rd
- Replaced regulators where leaks were discovered at: 303 S Broadway, 442 Old Hwy 52E, 819 Hwy 52E
- 21 Yard restorations
- Replaced/Upsized 7M rotary meter and piping set at 214 Fountain Head Rd Ascent Buildings
- Repaired insulated flange gasket at JW Wiseman Elementary
- Atmospheric Corrosion Inspections on residential and industrial gas meters-TPUC Requirement
- 2023 Valve Maintenance-TPUC Requirement
- Inventory
- Performed quarterly Patrolling of Gas System -TPUC Requirement
- 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

ORDINANCE

City of Portland, Tennessee

No. 23 - 37

Second Reading

AN ORDINANCE OF THE CITY OF PORTLAND, TENNESSEE, AMENDING BUDGET ORDINANCE NO. 23-25 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024

WHEREAS, the Board of Mayor and Aldermen of Portland, Tennessee, assembled in regular session on the _____ of _____, _____, that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices and agencies of Portland, Tennessee, during the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Section 1. The budget amendment is as follows:

General Fund			
	Debt Proceeds	$900,000	
	Use of Assigned Fund Balance	$ 5,000	
	Use of Committed Fund Balance -		
	In Lieu of Sidewalks	$ 55,000	
	Cash on Hand	$ 30,000	
	Total		$ 990,000
Expense			
	Fire	$ 900,000 (Fire Truck)	
	Transfer to Golf	$ 5,000 (Green's Mower)	
	Sidewalk Project	$ 55,000 (Wheeler St)	
	Professional Services – Planning	$ 30,000 (PUD Development)	
	Total Expense Increase		$ 990,000
Impact Fee - Parks			
	Use of Cash on Hand	$ 65,000	
Expense			
	Playground Equipment	$ 65,000	

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

_____ _____

Mike Callis, Mayor Attest: Rachel Slusser, City Recorder

Passed First Reading: July 10, 2023

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23 – 38

First Reading

AN ORDINANCE PROVIDNG FOR THE LEVY ON ALL REAL PROPERTY, PERSONAL PROPERTY, AND AD VALOREM TAXES FOR THE CITY OF PORTLAND, TENNESSEE FOR THE YEAR 2023

WHEREAS, this being a reappraisal year, the State Board of Equalization has set a final equalized value for real and person property for Sumner and Robertson Counties; and

WHEREAS, the purpose of the different rates is to take into account the relative levels of assessments for the different parts of the City, and to maintain a differential of this proportion is the only way to assure an acceptable degree of tax uniformity throughout the City; and

BE IT ORDAINED, by the Mayor and Aldermen for the City of Portland, Tennessee:

Section 1. The levy on real property, personal property, and ad valorem taxes shall be, based on the rate from the State Board of Equalization, as follows for each one-hundred dollars ($100) or fraction thereof for the year 2023, and that the proceeds shall be divided as follows:

City of Portland (Sumner County)	$1.16 (General Fund)
City of Portland (Robertson County)	$0.71 (General Fund)

Section 2. This ordinance shall take effect immediately upon final passage, the public welfare requiring it.

_____ _____

Mike Callis, Mayor Attest: City Recorder, Rachel Slusser

Passed First Reading:

Passed Second Reading:

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

July 5, 2023

Honorable Mike Callis
Mayor, City Portland
100 South Russell Street
Portland, TN 37148

Re: Amended Equalized property tax rates

Dear Mayor Callis:

Attached is text discussion and calculation of equalized property tax rates for the city of Portland for tax year 2023. The rate for Robertson County is $0.7159, and for Sumner County, $1.1629. The purpose of different rates is to take into account the relative levels of assessments for the different parts of the city, and maintaining a differential of this proportion is the only way to assure an acceptable degree of tax uniformity throughout the city (other than to create an assessment authority for the city and utilize values separate from those established by the county assessors). The proportions established for these rates should be recalculated next year because the appraisal ratios will change.

You are welcome to review these figures and if you concur, the city governing body should proceed to determine (concur in) these equalized rates by simple action on motion and second. This is normally done as the budget is presented. You may use Step 7 of the calculation to determine rates necessary to meet the budget while maintaining the necessary differential, and if the equalized rates do not need to be exceeded, the city may proceed to adopt its actual tax rates. If the equalized rates will need to be exceeded, the city should publish notice and conduct a public hearing before acting on final tax rates. A sample of this notice is enclosed.

Please call or write if you wish to discuss this further.

Very truly yours,

E. R. P.

E. Robin Pope
Executive Secretary

c: Chris Traughber, Robertson County Assessor
Don Linville, Sumner County Assessor
Rachel Slusser, Finance Director

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

Procedure for Developing Equalized Tax Rates for Multi-County Jurisdictions

Background

Tennessee has a number of cities lying in two or more counties which levy a city ad valorem property tax. In these cases, property values in the representative counties were established at different times and therefore are seldom assessed on a comparable basis. The recommended solution has been creation of a separate assessment function for these counties, in which the city is reappraised on the same cycle as the predominant county and maintenance of assessment records is performed either by a city assessor or under agreement with the state and/or representative county assessors. While this is usually the best long-term solution, some cities which have not yet addressed the problem face it anew each time any of their counties are reappraised. Applying the same city tax rate to differently valued parcels raises a serious uniformity issue under the Tennessee Constitution and jeopardizes the validity of the city levy.

One short-term alternative for these cities, pending a general reappraisal, is adjustment of the city tax rate to accommodate differing levels of assessment within the city, a procedure referred to here as the equalization of tax rates. The procedure was approved by the State Board of Equalization on August 14, 1989.

Equalizing the city tax rates

The purpose of this approach is to adjust the actual city tax rate to be applied within each county within the city, in such a way that all properties are taxed uniformly when both the rate and assessed value are considered together. A calculation form is attached, and the concept is explained below.

The first step would be to fix a pro forma equalized tax base for the city. This is done by first dividing the total assessments in the city, by county, by the approved appraisal ratio for that county, and then adding these assessments together. Although applying the same tax rate to these equalized values would achieve rough equity, it would also require creation of a separate assessment records base and agreements with the representative county assessors to maintain it. Equalizing tax rates instead allows the city to defer these arrangements until the general reappraisal.

The second step is determining the previous year's property tax levy, which represents the property taxes billed for the previous tax year. Dividing the previous year's levy by the equalized city tax base yields an overall equalized rate which must then be adjusted for the use in the separate areas of the city, by county. The equalized rate for each county portion of the city is determined by dividing the overall rate by the approved appraisal ratio for the county.

If the city needs to increase its rate from the previous year's rate, the city would first increase the overall rate before applying the appropriate adjustment to fix the separate equalized rates.

The foregoing adjustment would be done each year until the long-term solution of a general reappraisal, occurred. Each year, the current appraisal ratios and assessed values would be used. Because equalizing tax rates in this manner has the same effect as adjusting relative values throughout the jurisdiction, it is perhaps safest for the city to give public notice before establishing equalized tax rates in excess of those determined through the above process.

Further details concerning these procedures are available from the State Board of Equalization.

TENNESSEE COMPTROLLER OF THE TREASURY

JASON E. MUMPOWER
Comptroller

August 4, 2023

Honorable Mike Callis
Mayor, City of Portland
100 South Russell Street
Portland, TN 37148

Re: Certified tax rate

Dear Mayor Callis:

We concur in your calculation of the city equalized tax rate of $1.1629 for the Sumner County portions, and $0.7159 for the Robertson County portion. The city may proceed to formally determine the equalized rate and then adopt the actual 2023 tax rate if the actual rate will not exceed the certified rate as determined. If the certified rate must be exceeded, refer to our step-by-step instructions available through the assessor. It is especially important that any notice of intent to exceed the certified rate be published in the proper form.

Sincerely,

E. R. P.

Mr. E. Robin Pope
Executive Secretary
State Board of Equalization

c: Don T. Linville, Sumner County Assessor of Property
Chris Traughber, Robertson County Assessor of Property
Rachel Slusser, Finance Director

City of Portland (584)
2023 AMENDED

Sumner	6,151	0.6156	387,120,378	371,523,855	39,963,735	0.8953	27,478,695	399,002,550	3,720,329	8,291,170	0.0106	4,527,092	386,991,051	628,640,433
Robertson	172	1.0000	29,609,082	49,285,986	1,338,094	0.6862	1,950,008	51,235,992	0	1,737,639	0.0106	328,040	49,498,353	49,498,353
												4,855,132		
											TotEqAsmt			678,138,786
Instructions:											Overall ETR			0.7159
Fill out columns a-g & k-l											ETRByArea			
Complete form:												County1		1.1629
	Row 8 is column N											County2		0.7159
	Row 9 is cell o2-o4													
	Row 10 is cell o6													
	Row 11 is cell o7													
	Row 12 is cell o9-o11													

Please Note:
Rounding up is not permitted.

Chris T. Traughber
Assessor, Robertson County

Chief Executive

Don T. Linville
Assessor, Sumner County

RESOLUTION

City of Portland, Tennessee

No. 23 - 75

RESOLUTION TO ACCEPT AN ASSISTANCE TO FIREFIGHTERS GRANT FOR EQUIPMENT AND TRAINING THROUGH THE DEPARTMENT OF HOMELAND SECURITY ISSUED BY FEMA

WHEREAS, the Portland Fire Department recognized the need for certain training classes and necessary safety equipment; and

WHEREAS, the fire department identified the AFG program as a needed funding source to assist with the cost of purchasing the classes and safety equipment; and

WHEREAS, the fire department submitted an application to FEMA for the classes and equipment and have been awarded a 95% federal ($60,880.95) and 5% ($3,044.05) matching grant to provide funds ($63,925) through grant number EMW-2022-FG-05147.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Portland that the Portland Fire Department is authorized to accept this grant; and

BE IT FURTHER RESOLVED, 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

Ordinance

City of Portland, Tennessee

No. 23 – 36

Second Reading

AN ORDINANCE TO UPDATE THE EMPLOYEE CHRISTMAS BONUS

WHEREAS, The FY 23-24 budget increased funding for the employee Christmas Bonus; and

WHEREAS, The new Christmas Bonus amounts, guidelines, and schedule are as follows:

- Employees classified as full-time with less than one (1) year of employment will receive a $100.00 Christmas bonus.
- Employees classified as ongoing part-time employees will receive a $75.00 Christmas bonus.
- Full-time employees with at least one (1) year of service (December hires from previous year are considered in this category) will receive the bonus according to the longevity schedule.
- Any full-time City employee that has at least 10 consecutive years of employment with the City, will be eligible for their last Christmas Bonus when they retire. The bonus will be pro-rated based on the month the employee retires in.
- Christmas Bonuses are always subject to budgetary considerations within each fiscal year.

Years Of Service	Bonus Amount		Years Of Service	Bonus Amount
1	$150.00		13	$650.00
2	$225.00		14	$700.00
3	$250.00		15	$775.00
4	$275.00		16	$850.00
5	$300.00		17	$925.00
6	$325.00		18	$1000.00
7	$350.00		19	$1100.00
8	$400.00		20	$1200.00
9	$450.00		21-25	$1400.00
10	$500.00		26-30	$1600.00
11	$550.00		31-35	$1800.00
12	$600.00		36+	$2000.00

WHEREAS, The Christmas Bonus may be updated by Resolution in the future; and

WHEREAS, This ordinance replaces and updates any information related to Christmas Bonuses within the personnel policy and all previous Christmas Bonus schedules are hereby repealed; and

NOW, THEREFORE BE IT ORDAINED, By the Mayor and City Council that the amounts for the employee Christmas Bonuses are hereby 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: July 10, 2023

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 23 - 76

A RESOLUTION TO AUTHORIZE THAT ASSIGNMENT OF ADDRESSES IN THE CITY OF PORTLAND BE DELEGATED TO THE RESPECTIVE COUNTY E-911 OFFICE IN WHICH THE ADDRESS IS LOCATED.

WHEREAS, the City of Portland has corporate boundaries in both Sumner and Roberson counties, and;

WHEREAS, it is paramount that the addresses be assigned appropriately and accurately across both counties and;

WHEREAS, cities in both counties have delegated their assignment of city addresses to the E-911 office in the respective county in an effort to streamline the service, and;

WHEREAS, it has been determined that it would be advantageous for the City of Portland to have its addressing also centralized through the respective E-911 office to help alleviate duplicate and/or too similar street names/numbers from being assigned, thus decreasing the chances of error in emergency dispatching; and

WHEREAS, each respective E-911 office shares necessary information with the each other to insure that emergency calls are routed to the correct emergency communications center.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that this assignment of address numbers in the City of Portland be authorized for transition to the respective county E-911 office in which the address resides; 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

ORDINANCE

City of Portland, Tennessee

No. 23 - 39

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING UNADDRESSED WEST LONG VIEW DRIVE (TAX MAP 039 PARCEL 47.09 AND P/O 047.00) ZONED FROM RM-1 (HIGH DENSITY RESIDENTIAL) TO RS-20 (LOW DENSITY RESIDENTIAL)

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

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

WHEREAS, the Portland Municipal Planning Commission recommended approval of the rezoning to RS-20 (Low Density Residential) by a vote of 7-0 at their July 11, 2023 meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from RM-1 to RS-20.

Approximately 3.94 acres more or less, located at unaddressed West Longview Drive. as described by the legal description from Richard Graves (surveyor) and on the attached map.

For reference, see Record Book 6061, Pages 638-643 in the Register's Office of Sumner County, Tennessee, and being shown as Map 039 Parcel 47.09 and P/O 47.00

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

_____ _____

Mike Callis, Mayor Attest: Rachel Slusser, City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing:

Passed Second Reading:

DESCRIPTION OF JB DONOHO ACRES: 3.94 ACRES +/-
FOR RE-ZONE PURPOSES ONLY

The property described herein is located in the 16th Civil District of Sumner County, Tennessee; situated on the south side of West Longview Drive at the intersection of Ewing Drive; being inside the city limits of Portland, Tennessee; being Job Number 23012TRE described in detail as follows:

Beginning on a concrete monument on the south right-of-way of West Longview Drive, said concrete monument being 25 feet from the center of said drive, corner of James B. Donoho, III (R.B. 6061 P. 638), being the northeast corner of a 50 foot non-exclusive reciprocal ingress, egress easement in P.B. 24 P. 343, and being the northwest corner of the herein described tract, thence running with the south right-of-way of West Longview Drive for the next three calls as follows: S 84 degrees 18 minutes 02 seconds E 237.40 feet to a half inch iron re-bar set, thence S 85 degrees 24 minutes 09 seconds E 230.00 feet to a half inch iron re-bar set, thence S 86 degrees 12 minutes 57 seconds E 115.00 feet to a half inch iron re-bar set on the south right-of- way of West Longview Drive, being set 25 feet from the center of said drive, being set in the west line of Highland Rim, LP (R.B. 6080 P. 799-Parcel B), being found 25 feet from the being further located S 06 degrees 51 minutes 24 seconds W 11.74 feet from a half inch iron re-bar found, capped BRD, northwest corner of Highland Rim, LP, thence leaving the half inch iron re-bar set and the south right-of-way of West Longview Drive, and running with the line of Highland Rim, LP for the next two calls as follows: continuing along a straight course from the tie line, S 06 degrees 51 minutes 24 seconds W 312.37 feet to a half inch iron re-bar set, thence N 81 degrees 53 minutes 19 seconds W 300.00 feet to a concrete monument found with a half inch iron re-bar found, common corner of James B. Donoho, III (R.B. 6061 P. 638) and Highland Rim, LP (R.B. 6080 P. 799-Parcel B), thence running with the lines of Donoho for the next two calls as follows: N 84 degrees 02 minutes 43 seconds W 277.54 feet to a half inch iron re-bar set, thence N 05 degrees 57 minutes 14 seconds E 290.18 feet to the point of beginning, containing
3.94 acres more or less.....

Being the same property conveyed to James B. Donoho, III from Hendersonville Hospital Corporation, a Tennessee Corporation, of record in Record Book 6061 Page 638 and also includes all of Lot 1 of Portland EMS Station West Long View Drive of record in Plat Book 28 Page 31 in the Office of the Register for Sumner County, Tennessee.

This legal description is not to be used for title transfer and is for rezone purposes.

Tax Map Reference: Map 39 All of Parcel 047.09 & Part of Parcel 047.00

Prepared By: Richard D. Graves, Tennessee Registered Land Surveyor Number 1628

ORDINANCE

City of Portland, Tennessee

No. 23 - 40

First Reading

AN ORDINANCE TO AMEND ARTICLE IV OF THE COMBINED ZONING ORDINANCE NO. 387 OF THE CITY OF PORTLAND TO SPECIFY MINIMUM RESIDENTIAL DRIVEWAY WIDTHS, STANDARDS FOR MAXIMUM RESIDENTIAL DRIVEWAY WIDTHS, AND DRAINAGE PIPE MATERIAL.

WHEREAS, An amendment to Ordinance No. 387 Combined Zoning Ordinance, Article IV: Supplementary District Regulations, Chapter 1. Accessory Off-Street Parking and Loading Requirements – Section 4-109 Off-Street Parking Lot Design Standards-Subsection 4-109.3 Access Control has been deemed necessary; and

WHEREAS, the Portland Municipal Regional Planning Commission recommended approval of this Zoning Code Amendment to City Council by a vote of 8-0, at their May 9th, 2023, meeting; and

WHEREAS, Residential driveway widths and drainage pipe material has been requested to update in better accordance with practices of the City of Portland Stormwater Department; and

WHEREAS, The City of Portland Planning and Codes Departments proposes no issues with the minimum driveway width and drainage pipe material set forth by the Public Works Department; and

BE IT ORDAINED, That this section of the Zoning Ordinance be amended as follows:

CHAPTER 1. <u>ACCESORY OFF-STREET PARKING AND LOADING REQUIREMENTS</u>

SECTION 4-109: OFF-STREET PARKING LOT DESIGN STANDARDS
SUBSECTION 4-109.3 ACCESS CONTROL

(a) Maximum width of driveway opening at the property line.

(1) Residential Uses: Maximum width: determined by the City of Portland Public Works Department.

Minimum width: Twenty (20) feet

(f) Drainage. All driveways shall be constructed with proper drain pipes sized by the City of Portland Stormwater Department for the amount of water each should convey. Such pipes may be of reinforced concrete or high-density polyethylene (HDPE) plastic. No metal pipes are allowed in public Right-of-Way (ROW).

BE IT FURTHER ORDAINED, That all ordinances or parts thereof that are in conflict with this ordinance shall be and are hereby repealed; and

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

_____	_____
Mayor Mike Callis	Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 23 - 80

A RESOLUTION AUTHORIZING THE CITY OF PORTLAND TO APPROPRIATE FUNDS FROM THE PAYMENT IN LIEU OF SIDEWALKS FUND

WHEREAS, the City of Portland has identified several panels of sidewalk along Wheeler Street as unrepairable; and

WHEREAS, the City will remove and replace one side of the sidewalk along Wheeler Street; and

WHEREAS, the funding will come from the committed sidewalk payment in lieu of fund balance account; and

WHEREAS, the project will be completed utilizing the City's purchasing policy; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland authorize the appropriation from the committed sidewalk payment in lieu of fund balance account to remove and replace one side of sidewalk along Wheeler Street; 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

ORDINANCE

City of Portland, Tennessee

No. 23 - 41

First Reading

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY ORDINANCE 22-16, AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH ROBERT ROBINSON FOR UPSIZING THE EXISTING WATER MAIN ALONG RED RIVER SCHOOL ROAD AND HIGHLAND ROAD FOR THE 22- LOT DEVELOPMENT, LOCATED AT 6004 RED RIVER SCHOOL ROAD IN PORTLAND, TENNESSEE, WITH THE ATTACHED DEVELOPER'S AGREEMENT.

WHEREAS, the City of Portland, Tennessee has passed Ordinance 22-16 on water system improvements that was determined needed for this development.

WHEREAS, the Developer would like to request 3 additional water taps prior to the completion of this project, which would result in a total of 8 water taps initially disbursed for the development.

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

WHEREAS, the Portland Department of Utilities has approved the Water Capacity Letter, stating the Water System has capacity for the 22-lot subdivision once improvements are made, with Construction Plans for the waterline installation forthcoming; and

WHEREAS, the developer has agreed to be fully responsible for the cost of certain improvements to City infrastructure including the water system, as outlined in the attached agreement; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the mayor to enter into the attached Developer's Agreement for the 22-lot subdivision, located at 6004 Red River School Road; and

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

_____ _____

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

RED RIVER SCHOOL ROAD WATERLINE DEVELOPMENT AGREEMENT

CITY OF PORTLAND, TENNESSEE

This Development Agreement is made and entered into on this _____day of _____, 2023 by and between Robert Robinson , ("DEVELOPER"), and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER desires to develop a 22-lot subdivision, located at 6004 Red River School Road in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, said project has received a letter stating the Water System does have capacity for the 22 lots from the Portland Department of Utilities on the **14th** day of **January 2022**.

WHEREAS, the DEVELOPER is the owner of the PROJECT and has authority to engage in such development; and,

WHEREAS, in order to provide the same level of service throughout the Water System for the PROJECT and the general public, it will be necessary for certain improvements to be constructed within and to serve the PROJECT. Said improvements may include, but not be limited to, upsizing existing two (2) inch and four (4) inch water mains, along Red River School Road and Highland Road, to six (6) inch DR 14 C900 PVC or Ductile Iron Pipe, all associated appurtenances, and any state or local government permitting (i.e. TDEC, Robertson County, etc.) and the like; and

WHEREAS, in order for said improvements to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to construct in accordance with Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations and ordinances of the CITY improvements in said project, and

WHEREAS, failure of the DEVELOPER to adhere to the Portland Department of Utilities Standard Specifications and the design embodied in the approved Construction Plans creates unintended and potentially detrimental impacts upon the public infrastructure network of the CITY.

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall pay for all material and labor necessary to install and complete, approximately 5,300 LF of six (6) inch DR 14 C900 PVC or Ductile Iron and all associated appurtenances in accordance with this agreement.

B. Inspection

The CITY shall have a continuous right to inspect the work and facilities to assure that the facilities are constructed in accordance with the approved construction plans.

C. Right of Entry

The CITY shall have the right, in case a Letter-of-Credit is called for noncompliance, to enter upon any property of the DEVELOPER and take all necessary actions to stabilize and secure the development site so as to protect the health and welfare of the general population.

D. Fees Not Refundable

If the DEVELOPER fails to install the facilities in accordance with the terms of this Agreement, no portion of the surety amount paid to the CITY shall be refundable to the DEVELOPER.

E. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the CITY and made a part, hereof.

F. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

G. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

H. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

I. Separability

If any portion of this agreement is held to be unenforceable, the CITY shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER pursuant to this agreement terminated.

J. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which this proposed development is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with appropriate address and telephone numbers. If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this

agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as principal.

K. Responsibility and Liability

It is understood and agreed that the CITY in its proprietary function is not and could not be expected to oversee, supervise, and/or direct the construction of all improvements, and the excavation incident thereto. Neither is the CITY vested with the original design responsibility nor the means to formally survey elevations or the locations of improvements at every stage of the construction process. The CITY is vested with the right of periodic inspections, stop work order and final approval as a measure of secondary or subsequent enforcement. The DEVELOPER has and shall retain the responsibility to properly anticipate, survey, design and construct the PROJECT and give full assurance that same shall not adversely affect any property. In providing technical assistance, plan and design review, the CITY does not and shall not relieve or accept any liability from the DEVELOPER. .

II. DESIGN AND APPROVAL

A. Contents of Plans

The DEVELOPER shall cause to be prepared and submitted to the CITY, construction plans (the "Plans"), describing in reasonable detail all utility systems, Letter of Credit, and anything else listed below to provide adequate services to the Project (hereinafter called the "IMPROVEMENTS"): by the CITY as follows:

1. Construction plans showing approximately 5,300 LF of two (2) inch and four (4) inch water main, along Red River School Road and Highland Road, being upsized to a six (6) inch water main.
2. The proposed six (6) inch main will be DR 14 C900 PVC or Ductile Iron, with all associated appurtenances.
3. All new service lines from the main to the meter for all existing services.
4. If proposed water main is outside right-of-way, provide a twenty (20) foot utility easement, if applicable.
5. A Letter of Credit or cash escrow will be provided in the amount of $453,125 for the surety.
6. Portland Department of Utilities will allow eight (8) ~~five (5)~~ lots to receive water taps, but the requirements listed below are to be done before approval of said water taps:
    a. The Letter of Credit or cash escrow must be received and accepted by the City of Portland Planning Department.
    b. The ***City of Portland Utility Residential Service Availability Application*** for each lot will need to be filled out, with Robertson County E911 addresses for each lot.
    c. Must provide Portland Department of Utilities a schematic plan showing the location of the eight (8) ~~five (5)~~ lots receiving the water taps. Said schematic

plan must show the eight (8) ~~5~~ lots being serviced by the existing six (6) inch water main, along the property's road frontage, along Red River School Road.

d. All lots must be compliant with Resolution 19-27 and have road frontage to be service by the CITY's water system.

B. Preparation of Plans

The Plans shall be prepared by individuals licensed by the State of Tennessee to design all systems and shall bear the seal, signature and license number of those persons preparing such Plans.

C. Design Criteria

The design of water improvements shall follow the State of Tennessee design criteria. In all cases, the specifications and design details for the Improvements shall be those of the CITY and those as approved by the State of Tennessee Department of Environment and Conservation (TDEC). In the event of a disagreement as to compliance with or interpretation of the Plans and the CITY's specifications, the decision of the CITY shall be final and binding on the DEVELOPER. .

III. COMMENCEMENT OF CONSTRUCTION

No construction of improvements shall begin until the following events have occurred:

A. The Plans are approved by the CITY, and all necessary construction plan approval has been completed.

B. The pre-construction conference described in Paragraph IV, hereof, has been held.

C. A surety in the appropriate amount has been posted.

D. The DEVELOPER shall give the CITY notice of commencement of construction, in writing at least five (5) days prior to commencement.

IV. CONSTRUCTION

A. General

The DEVELOPER agrees to construct and install all site features of the development site including utilities and erosion control measures, if applicable, in strict accordance with the approved construction plans.

B. Site Specifics

1. SURVEYING & ENGINEERING

a. DEVELOPER will be responsible for all surveying and engineering to complete the whole project (onsite and offsite) to ensure a seamless project design.

b. Offsite surveying of Red River School Road and Highland Road to extend twenty-five (25) feet from centerline of water main on each side of centerline of the proposed water main. Total width of fifty (50) feet wide minimum. Survey limits may increase based upon engineer's recommendations and ground conditions of project.

2. WATERLINE IMPROVEMENTS

a. The developer shall be fully responsible for the waterline installation from where the existing six (6) inch waterline reduces to a two (2) inch waterline in front of the DEVELOPER's property along Red River School Rd, then south all the way to the Highland Road and Cook Road intersection. This replacement shall be approximately 5,300 feet in length.

b. The waterline shall include six (6) inch diameter DR 14 C900 or Ductile Iron Pipe and all associated appurtenances.

c. Once completed to the CITY's standard, reviewed, & approved, it will be accepted by the CITY with a 12-month maintenance letter of credit held.

d. The relocation of any existing utilities along the entire PROJECT's length shall be relocated at the DEVELOPER's expense. This shall include all work incidental to the relocation (i.e., engineering, excavation, materials, installation, etc.)

e. The DEVELOPER shall be responsible for any pavement repair that may be required due to the installation of the water main.

f. The DEVELOPER shall be responsible for all permits associated with the project, including but not limited to TDEC Aquatic Resource Alteration Permit, TDEC Notice of Coverage, any other applicable state government permits, City of Portland Permits, Robertson County Permits, etc.

g. The DEVELOPER shall be responsible for all erosion prevention and sediment control including but not limited to rock check dams, straw waddles, erosion eels, sediment traps & ponds, silt fencing, TDEC Level I & II Inspections, etc.

h. The new water main shall be installed within a dedicated ten (10) feet wide Public Utility Easement along the DEVELOPER's property.

C. Storm Water Management

1. EROSION CONTROL DURING CONSTRUCTION

To properly manage storm water runoff during the construction process, the DEVELOPER shall provide necessary erosion control in accordance with the storm water management plan for the PROJECT as approved by TDEC in conformance with the published design standards and specifications of TDEC. All freshly excavated and embankment areas not covered with satisfactory vegetation shall be protected as required by TDEC to prevent erosion.

V. MODIFICATIONS DURING CONSTRUCTION

It is understood and agreed that all site construction and development activity shall proceed in strict compliance with the approved construction plans. It is further understood that any proposed modification may be approved only as an amendment to the construction plans. Finally, it is understood that any modification to the plans, unless approved by the CITY, constitute a violation of this agreement.

VI. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

VII. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

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

OWNER	DEVELOPER
TITLE	TITLE
ATTEST:	ATTEST:
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

MAYOR	DATE

APPROVED AS TO FORM:

BY: CITY ATTORNEY	DATE

ORDINANCE

City of Portland, Tennessee

No. 23 – 42

First Reading

AN ORDINANCE TO RESCIND AND REPLACE IN ITS ENTIRETY ORDINANCE 22-73, THE DEVELOPER'S AGREEMENT WITH TRI-DASH LOCAL INVESTORS, LLC FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS ~~TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH TRI-DASH LOCAL INVESTORS, LLC FOR THE WATER AND SEWER SYSTEM IMPROVEMENTS, INCLUDING THE INSTALLATION OF A NEW 8" WATERLINE, INSTALLATION OF A NEW 8" SANITARY SEWER MAIN THROUGHOUT THE DEVELOPMENT, EXTENDING THE EXISTING WATERLINE ALONG HOOD TRAIL, AND WATER & SEWER SYSTEM IMPROVEMENT FEES~~ FOR THE PARKSIDE ESTATES DEVELOPMENT, LOCATED AT 112 OLD WESTMORELAND RD~~, TAX MAP 033G, GROUP E, PARCEL 026.00 & TAX MAP 033, PARCEL 038.00~~ IN PORTLAND, TENNESSEE, WITH THE ATTACHED DEVELOPER'S AGREEMENT.

WHEREAS, the City of Portland, Tennessee has passed Ordinance 22-73 on water and sewer system improvements that was determined needed for this development; and

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

WHEREAS, the Portland Department of Utilities has approved the Water and Sewer Capacity Letter (see Exhibit A), stating the Water and Sewer Systems have capacity for the Parkside Estates Development once improvements are made; and

WHEREAS, the Developer has agreed to be fully responsible for the cost of the improvements to City infrastructure, including the water and sewer systems, as outlined in the attached agreement; and

WHEREAS, the City has agreed to make a maximum contribution of $300,000 towards materials for the betterment of installing a 12" water main in lieu of the 8" water main; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the mayor to enter into the attached Developer's Agreement for Parkside Estates Development, located at 112 Old Westmoreland Rd, Tax Map 033G, Group E, Parcel 026.00 and Tax Map 033, Parcel 038.00; and

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

_____ _____

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR PARKSIDE ESTATES

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this _____day of _____, 2023 by and between Tri-Dash Local Investors, LLC, a Tennessee limited liability company ("DEVELOPER") and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER owns and desires to develop a 43-lot development, located at 112 Old Westmoreland Rd, Tax Map 033G, Group E, Parcel 026.00 and Tax Map 033, Parcel 038.00, in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System and existing Sewer System does not have capacity for the development and will require fees to be paid for upgrading our System specifically for the PROJECT, along with improvement fees, from the Portland Department of Utilities on the **21st** day of **April, 2022** (the "LETTER"). A copy of the Letter is attached to this Agreement as Exhibit A; and

WHEREAS, in order to provide the same level of service throughout the Water System and Sewer System for the PROJECT and the general public, it will be necessary for certain improvements to be constructed to serve the PROJECT. Said improvements include the IMPROVEMENTS (as defined below); and

WHEREAS, in order for said IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to be responsible for design, permitting, construction, and inspection associated with the IMPROVEMENTS as set forth in this AGREEMENT.

WHEREAS, the DEVELOPER shall be responsible for all design, permitting, construction, and inspection of the IMPROVEMENTS. The IMPROVEMENTS shall be constructed by the DEVELOPER in accordance with the Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 20 LF of 6" water main, 300 LF of 8" water main, 2,100 LF of 12" water main, and 2,400 LF of 8" gravity sewer, and all required appurtenances, the IMPROVEMENTS in accordance with this agreement.

B. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the CITY and made a part, hereof.

C. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

D. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

E. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Developer and Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

F. Separability

If any portion of this agreement is held to be unenforceable, the court of competent jurisdiction shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER and CITY pursuant to this agreement terminated.

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he/she transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES

A. Sanitary Sewer Collections System

a. Improvements Fees:

For the sanitary sewer system to have the capacity to service the PROJECT, the DEVELOPER will be required to replace the pump station the site will be leading into. The DEVELOPER shall be required to pay the City **$120,000** for the replacement of the existing Richland Park sewer pump station. This payment must be made prior to the City beginning any work on the pump station.

~~The DEVELOPER shall be required to pay **$43,000** in Sewer System Improvement fees, as stated in Ordinance 22-13.~~

The DEVELOPER will be required to pay **a total of $120,000** to the CITY towards the SEWER IMPROVEMENTS. This payment must be made prior to submitting the Final Plat to the CITY for signatures.

b. Surety Amount:

The DEVELOPER shall provide to the CITY a Letter of Credit or cash escrow in the amount of **$709,000** for the surety, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **$106,350** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

B. Water Distribution System

a. The City shall make a maximum contribution of $300,000 to the project for the betterment of the 12" water main in lieu of an 8" water main. The contribution shall be a material contribution.

~~b. Improvement Fees:~~

~~The water distribution system does have capacity for the PROJECT, but the DEVELOPER shall be required to pay **$64,500** in Water Improvement fees, as stated in Ordinance 22-13.~~

~~The DEVELOPER shall be required to pay a pro-rata share of the 12-inch transmission line from Westland St to the Masons Tank of **$32,250**, as stated in Exhibit A. payment must be made prior to submitting the Final Plat to the CITY for signatures.~~

~~The DEVELOPER will be required to pay **a total of $96,750** to the CITY towards the WATER IMPROVEMENTS. This payment must be made prior to submitting the Final Plat to the CITY for signatures.~~

c. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **$118,000** for the Water Distribution System surety for the PROJECT, prior to PDU signing the Final Plat. Any surety for utilities will be kept and renewed each

year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **$46,762.50** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

Developer will need to provide ~~payment to the CITY in the amount of (i) $96,750 as the PROJECT's share of the cost of WATER IMPROVEMENTS~~, (i~~i~~) a total SURETY amount of **$827,000** for the PROJECT's utilities and (ii ~~iii~~) a payment of $120,000 as the PROJECT's share of the SEWER IMPROVEMENTS, which shall satisfy all Developer and Owner obligations with respect to all utility improvements, including without limitation the WATER IMPROVEMENTS and the SEWER IMPROVEMENTS. The WATER IMPROVEMENTS and the SEWER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

III. PUBLIC WORKS

A. Stormwater Surety

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **$164,449.30** for the stormwater surety for the PROJECT, before construction starts.

IV. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

V. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

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

OWNER	DEVELOPER
TITLE	TITLE
ATTEST:	ATTEST:
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

MAYOR	DATE

APPROVED AS TO FORM:

BY:

CITY ATTORNEY	DATE

EXHIBIT A

CITY OF PORTLAND
BRYAN PRICE P.E. – UTILITIES DIRECTOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615.323.1437
Email Address: bprice@cityofportlandtn.gov

Tri Dash Local Investors
1065 Rapids Rd
Portland, Tennessee 37148

Date: 4/21/2022

Re: UTILITY SERVICES REQUEST
GAS, SEWER, & WATER
112 OLD WESTMORELAND RD – PARKSIDE SUBDIVISION
SUMNER COUNTY – TAX MAP 033G, GROUP E, PARCELS 026.00 & 038.00

Portland Department of Utilities (PDU) has completed its review of your application for Utility Services (Gas, Sewer, & Water) for the proposed fifty (50) unit development.

The City is fortunate to be experiencing unprecedented growth for the community. This growth comes with challenges when supplying utilities. It is placing a new demand on the City's infrastructure and requiring improvements. Over the last nine (9) months the City has been developing an overall plan on how to service our area with utilities. Please see below for availability of services.

GAS:

Gas Service is available for this development once improvements are made. If your subdivision is requesting gas, the City will extend gas into the development at no cost as per the Portland Municipal Code Section 19-207. The City would have to bore SR 52E and tie to an existing line on Fowler Ford Road. The City would incur additional expense beyond installing the line into the Parkside Subdivision. For the City to bear these improvements, 100% of the development must connect to the natural gas system. Tap fees and connection fees will be required per lot prior to issuance of a building permit.

SEWER:

Sewer taps are available for this development. Prior to the release of sewer taps, the $1,000 Sewer Improvement Fee per residential unit must be paid. If these are single-family residence than it shall be per lot. Tap and capacity fees will need to be paid prior to issuance of a building permit. Assuming this is a single-family residential development, please see below for a breakdown of the Sewer Fees:

Improvement Fees = 50 units x $1,000	**= $50,000**
Tap Fees = 25 taps x $750	**= $18,750**
Capacity Fees = 50 units x $1,750	**= $87,500**
Total	**$156,250**

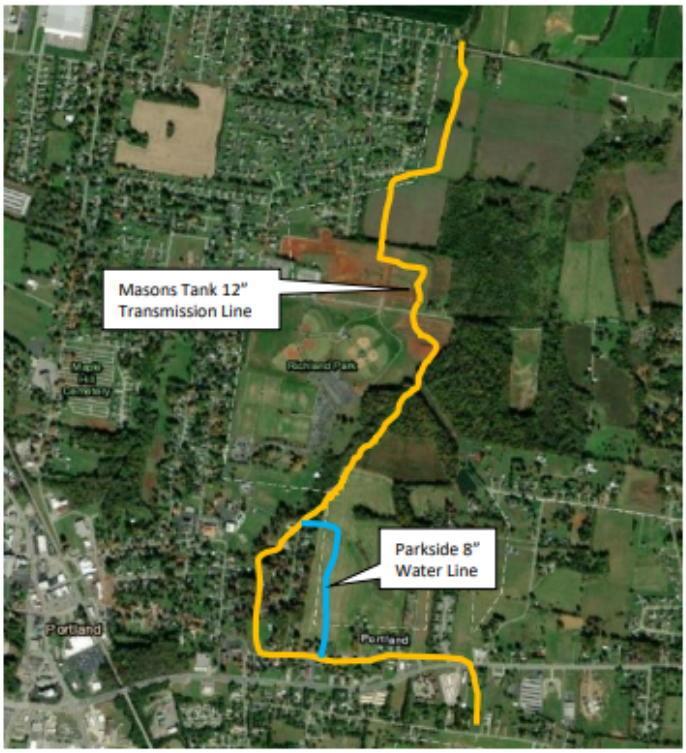
The development will discharge to an existing station in Richland Park. PDU will require an eight (8) inch sanitary sewer main from the proposed development leading to the Richland Park pump station, located at 301 Portland Boulevard. This will entail approximately 700 feet of off-site eight (8) inch green SDR 26 PVC pipe or Protecto 401 lined Ductile Iron Pipe.

This development will require the replacement of the existing station. The wet well of the station is adequately sized for the current flow and the proposed flow from your development. New pumps, piping, and associated

appurtenances will be required. You will be required to make a cash payment to the City of approximately ***$85,000*** to replace the station. This is an estimated amount. Actual cost will be provided prior to you making payment.

This payment must be made prior to the City commencing any work toward the improvement of the station. Please note the station must be upgraded prior to offering service. Please keep this in mind when setting your project schedule. No other off-site sewer improvements will be required.

WATER:
The system does have the capacity for fifty (50) water taps once improvements are made. As with the sewer system, all the new development in the area is causing additional demand on the water system. The City has taken an overall approach on how to make improvements to meet current and future demands. Shown below is the new twelve-inch (12") water main the City is installing from Westland St to the Masons Tank on SR 52E.



PROJECT	ESTIMATED COST
Masons Tank 12" Transmission Line	$1,701,749

The City is requiring all new development to pay a part of these improvements. This development will be required to pay a pro-rata share of the Masons Line. As with all projects, we are not asking for one development to pay for the whole project. The Pro-Rata share was based upon the total number of units within your development. You will be required to pay **$37,500** to the City of Portland toward the improvements. This payment must be made prior to the release of water taps.

The payment was calculated as follows:
50 units * ($750 per 1 unit) ~ $37,500

The existing eight-inch (8") along Old Westmoreland is being replaced by the new twelve-inch (12"). Within the Parkside Development, PDU will require the installation of eight-inch (8") waterline and an additional 500 feet to the west of offsite eight-inch (8") to connect to the new Masons line in the park. PDU will also require the looping of the existing Hood Trail six-inch (6"). This will entail approximately 2,300 feet of eight (8) inch DR 14 C900 PVC or Class 350 Ductile Iron Pipe and all associated appurtenances.

All tap and connection fees will be required for servicing each lot.

It is the responsibility of the applicant to follow-up with the appropriate departments for approval from each. This letter only constitutes if the system has capacity for the development.

Please note that all future parcels must have the utility main along the parcels road frontage to be approved for service and all services must be located on the property being served. The City does not allow utility services within a private easement. All of this was approved by Resolutions 19-27 (Water), 20-103 (Sewer), & 20-102 (Gas).

This letter states PDU's ability to service the parcel in question. No approval of any services or main line extension is indicated. Construction plans will be required to be submitted and approved. An individual Residential Service Availability Request Form must be completed prior to the purchase of a water, sewer, and gas tap for any lot within this subdivision once the water line installation is complete and accepted. 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,

Bryan S. Price, P.E.
Utilities Director
BSPAV000730

cc.
Zach Wilkinson
Kim White
Darlene Baker
Megan Heisler
Kristi Gibbs

ORDINANCE

City of Portland, Tennessee

No. 23 – 43

First Reading

AN ORDINANCE TO APPROVE THE FUNDING OF EASEMENTS FOR THE AMERICAN RESCUE PLAN ACT (ARPA) PROJECTS: 2021 MASONS TANK 12-INCH CONNECTOR, OAK HILL WATER SYSTEM IMPROVEMENTS, AND OAK HILL ELEVATED TANK IMPROVEMENTS

WHEREAS, the City has approved the construction of the ARPA projects by Ordinances as shown below:

- 2021 Masons Tank 12-Inch Connector – Cumberland Pipeline – Ordinance 23-33
- Oak Hill system Improvements – Cumberland Pipeline – Ordinance 23-34
- Oak Hill elevated Storage Tank – Phoenix Fabricators – Ordinance 23-35

WHEREAS, to complete the projects, easements will need to be acquired for various properties; and

WHEREAS, to move forward with the project this Ordinance gives the Department of Utilities the authority to acquire the easements for these ARPA projects only; and

WHEREAS, the Department of Utilities shall not exceed $200,000 to acquire all easements for the ARPA projects; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the funding for acquiring easements for the 2021 Mason Tank 12-Inch Connector, Oak Hill Water System Improvements, and the Oak Hill Elevated Tank Improvements ARPA projects; and

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

_____ _____

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 44

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH STEVISON HAM COMPANY FOR UTILITY AND PAVING IMPROVEMENTS, LOCATED AT 125 STEVISON HAM RD, TAX MAP 019, PARCEL 124.00 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has determined that a Developer's Agreement is necessary for the installation of all required paving and utility improvements as per approved Construction Plans and as outlined in the attached agreement; and

WHEREAS, Stevison Ham Co. has approved Construction Plans for the installation of a pre-clarifier tank and other utility requirements, titled "Pre-Clarifier Tank, Concrete Pad, Fire Line Backflow Preventer, and Water Meters Site Plan", dated July 21, 2022; and

WHEREAS, Stevison Ham Co. has installed the pre-clarifier tank needed for their pre-treatment system, but has not yet installed the remaining utility requirements as shown on the approved Construction Plans; and

WHEREAS, Stevison Ham Co. received approval in 2015 from the City for its latest plant expansion. The approved site plan had the gravel parking area to the north and east of the existing building being paved. The City has been holding a surety in the amount of $64,647 since April 14, 2016; and

WHEREAS, Stevison Ham Co. completed the plant expansion in 2016, but has not yet paved all the areas shown on the 2015 approved Construction Plans; and

WHEREAS, Stevison Ham Co. has agreed to be fully responsible for the cost of these requirements; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement for Stevison Ham Co., located at 125 Stevison Ham Rd, Tax Map 019, Parcel 124.00 in Portland, Tennessee; and

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

_____ _____

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR STEVISON HAM COMPANY

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this _____day of _____, 2023 by and between Stevison Ham Company, a Missouri For-Profit Corporation ("DEVELOPER"), and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY"). The DEVELOPER being located at 125 Stevison Ham Rd, Tax Map 019, Parcel 124.00 in Portland, Tennessee

WHEREAS, the DEVELOPER has approved Construction Plans for the installation of a pre-clarifier tank and other utility requirements, titled "Pre-Clarifier Tank, Concrete Pad, Fire Line Backflow Preventer, and Water Meters Site Plan", dated July 21, 2022.

WHEREAS, the DEVELOPER has installed the pre-clarifier tank needed for their pre-treatment system as per Portland Consent Order 2022-01, but has not yet to install the remaining utility requirements as shown on the approved plans; and

WHEREAS, the DEVELOPER had received approval from the city in 2015 for a plant expansion that had requirements of the site being paved; and

WHEREAS, the DEVELOPER has expanded the plant, but has not yet paved all the areas shown in that approved Site Plan; and

WHEREAS, the IMPROVEMENTS are the paving, water meters & vaults, and the six-inch (6) backflow preventer for the private fire line; and

WHEREAS, the DEVELOPER shall be responsible for all design, permitting, construction, and inspection of the IMPROVEMENTS. The IMPROVEMENTS shall be constructed by the DEVELOPER in accordance with the Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete the IMPROVEMENTS listed below:

a. Approximately a 300-foot by 30-foot asphalt strip
b. Paving the remainder of the site as per the approved Construction Plans on the "2015 Stevison Ham Plant Expansion"

c. A new 2-inch meter for the domestic service, as per the approved Construction Plans "Pre-Clarifier Tank, Concrete Pad, Fire Line Backflow Preventer, and Water Meters Site Plan"
d. A new 6-inch fire meter with totalizer, doghouse-style manhole, with 120-volt electrical service, as per the approved Construction Plans "Pre-Clarifier Tank, Concrete Pad, Fire Line Backflow Preventer, and Water Meters Site Plan"
e. A new 6-inch fire backflow preventer as per the approved Construction Plans "Pre-Clarifier Tank, Concrete Pad, Fire Line Backflow Preventer, and Water Meters Site Plan"
f. And all required appurtenances for the installation of the items listed above

B. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with the plans and specifications approved by the CITY and made a part, hereof.

C. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

D. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

E. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Developer and Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

F. Separability

If any portion of this agreement is held to be unenforceable, the court of competent jurisdiction shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER and CITY pursuant to this agreement terminated.

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security

or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the City Attorney. The DEVELOPER and/or Owner understand that if he/she transfers said property without providing the notice of transfer and Assumption Agreement as required herein, he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITY IMPROVEMENTS

A. Water Distribution System

a. Installation:

The DEVELOPER shall install a new 2-inch meter on their domestic service as shown on the approved Plans. This installation shall be completed within 12 months of the execution of this agreement. The DEVELOPER provided a copy of their contractor's quote for the surety amount.

The DEVELOPER shall install a new 6-inch fire line backflow device as shown on the approved Plans. This installation shall be completed within 12 months of the execution of this agreement. The DEVELOPER provided a copy of their contractor's quote for the surety amount.

The DEVELOPER shall install a strap-on Badger Dynasonics TFX-500w Meter with totalizer, doghouse-style manhole, with 120-volt electrical service. This installation shall be completed within 12 months of the execution of this agreement. The DEVELOPER provided a copy of their contractor's quote for the surety amount.

b. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **$_____** for the list of installations under the Water Distribution System section for this PROJECT (Hereinafter called the "UTILITY SURETY"). The Utility Surety will need to be provided to the CITY within 30 days of this executed agreement. If the utility improvements have not been completed within the 12 months from the date this agreement is executed, the CITY shall collect the full amount from the surety provided and install.

III. PUBLIC WORKS IMPROVEMENTS

A. Paving

a. The DEVELOPER shall install approximately a 300-foot by 30-foot asphalt pavement section that begins at the end of the existing pavement of Stevison Ham Road to the existing concrete drive and parking area on the southside of the site that was completed as part of the 2015 Stevison Ham Plant Expansion. The new asphalt pavement section shall run parallel to the City of Portland's Streets Department. This installation shall be completed within 6 months of this executed agreement.

b. The DEVELOPER shall install the remainder of the asphalt pavement for the site, as per the approved Construction Plans "2015 Stevison Ham Plant Expansion". This installation shall be completed within 3 years of this executed agreement.

c. Surety Amount:
The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of **$_____** for the installation of the pavement strip. (Hereinafter called the "PAVEMENT SURETY"). The PAVEMENT SURETY will need to be provided to the CITY within 30 days of this executed agreement. If the Public Works Improvements have not been completed within the installation time period listed above, the CITY shall collect the full amount from the surety provided, along with collecting the full amount from the existing surety that Stevison Ham Company has on file with the CITY and install.

The DEVELOPER shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the UTILITY IMPROVEMENTS and the PUBLIC WORKS IMPROVEMENTS.

IV. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

V. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

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

OWNER	DEVELOPER
TITLE	TITLE
ATTEST:	ATTEST:
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

MAYOR	DATE

APPROVED AS TO FORM:

BY: CITY ATTORNEY	DATE

ORDINANCE

City of Portland, Tennessee

No. 23 – 45

First Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH DANIEL WILLIAMS FOR THE WATER IMPROVEMENTS, INCLUDING THE INSTALLATION OF A NEW 6-INCH WATER MAIN THROUGH THE DEVELOPMENT AND A NEW 8-INCH WATER MAIN ALONG BRILEY LANE FROM BLUE DOOR ROAD TO ROLLING MEADOWS AVENUE, FOR THE BAKERS ACRES DEVELOPMENT, LOCATED AT 355 BRILEY LANE, TAX MAP 015, PARCEL 030.00 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has determined that improvements need to be made to the Water System, as outlined in the attached agreement; and

WHEREAS, the Portland Department of Utilities has approved the Water Capacity Letter (see Exhibit A), stating the Water System has capacity for the Bakers Acres once improvements are made; and

WHEREAS, the Developer has agreed to be fully responsible for the cost of the improvements to City's Water System, as outlined in the attached agreement; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement for Bakers Acres Development, located at 355 Briley Lane, Tax Map 015, Parcel 030.00; and

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

_____ _____

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR BAKERS ACRES

CITY OF PORTLAND, TENNESSEE

This Development Agreement ("AGREEMENT") is made and entered into on this _____day of _____, 2023 by and between Daniel Williams (Hereinafter called the "DEVELOPER") and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee ("CITY").

WHEREAS, the DEVELOPER owns and desires to develop a 44-lot development, located at 355 Briley Ln, Tax Map 015, Parcel 030.00 in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System does not have capacity for the development and will require improvements to the water system specifically for the PROJECT from the Portland Department of Utilities on the **3rd** day of **December, 2021** (hereinafter called the "LETTER"). A copy of the original capacity letter is attached to this Agreement as Exhibit A. A copy of the revised capacity letter is attached to this Agreement as Exhibit B.; and

WHEREAS, in order to provide the same level of service throughout the Water System for the PROJECT and the general public, it will be necessary for certain improvements to be constructed to serve the PROJECT. Said improvements include the IMPROVEMENTS (as defined below); and

WHEREAS, in order for said IMPROVEMENTS to be fully integrated with the public infrastructure of the CITY and to function in a satisfactory manner, the DEVELOPER has agreed to be responsible for design, permitting, construction, and inspection associated with the IMPROVEMENTS as set forth in this AGREEMENT.

WHEREAS, the DEVELOPER shall be responsible for all design, permitting, construction, and inspection of the IMPROVEMENTS. The IMPROVEMENTS shall be constructed by the DEVELOPER in accordance with the Portland Department of Utilities Standard Specifications and with the approval of the Construction Plans, and other rules, regulations, and ordinances of the CITY in said project and the terms of this Agreement, and

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 670 linear feet (LF) of 6-

inch water main, 4,700 LF of 8-inch water main, and all required appurtenances, the IMPROVEMENTS, in accordance with this agreement.

B. City Ordinances, Rules and Regulations

All currently existing CITY ordinances, and rules & regulations adopted by the Board of Mayor and Aldermen are made a part of this agreement. In the event of a conflict between the terms of this agreement and a CITY ordinance, the ordinance shall prevail. All work done under this agreement is to be performed in accordance with plans, and specifications approved by the CITY and made a part, hereof.

C. Agreement Not Assignable

No third party shall obtain any benefits or rights under this agreement, nor shall the rights or duties be assigned by either party.

D. Revocation and Interpretation

This agreement shall bind the DEVELOPER when executed by the DEVELOPER and may not be revoked by the DEVELOPER without permission of the CITY, even if the agreement has not been executed by the CITY, or does not bind the CITY, for other reasons. This agreement shall be interpreted in accordance with Tennessee law and may only be enforced in the Chancery Court or Circuit Court or Court of competent jurisdiction of Sumner County, Tennessee, and Tennessee Appellate Courts.

E. No Oral Agreement

This agreement may not be orally amended and supersedes all prior negotiations, commitments, or understandings. The Developer and Portland Board of Mayor and Aldermen must approve any written modification to this agreement.

F. Separability

If any portion of this agreement is held to be unenforceable, the court of competent jurisdiction shall have the right to determine whether the remainder of the agreement shall remain in effect or whether the agreement shall be void and all rights of the DEVELOPER and CITY pursuant to this agreement terminated.

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an Assumption Agreement whereby the transferee agrees to perform the improvements required under this agreement and to provide the security needed to assure such performance. Said agreement will be subject to the approval of the CITY Attorney. The DEVELOPER and/or Owner understand that if he/she transfers said property without providing the notice of transfer and Assumption Agreement as required herein,

he will be in breach of this agreement and that any surety held by the CITY to secure the agreement may be called. The DEVELOPER further agrees that he shall remain liable under the terms of this agreement though a subsequent sale of all or part of said property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES

A. Water Distribution System

a. Surety Amount:

The DEVELOPER shall provide a Letter of Credit or cash escrow (hereinafter called "SURETY") for each phase of this development and the offsite work to be done. The SURETY amounts listed below will need to be provided to the CITY for the Water Distribution System for this PROJECT, prior to PDU signing the Final Plat:

i. Bakers Acres Phase 1 = $208,125.00
ii. Bakers Acres Phase 2 = $126,250.00
iii. Bakers Acres Phase 3 = $72,375.00
iv. Offsite = $539,000.00

Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to each of the surety amounts. Once the utility is accepted by the City, a 12-month maintenance surety that is 15% of the most-current SURETY amount will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

If Phase 1 is installed and has passed inspection and testing by the Department of Utilities, and is ready to be accepted as the CITY's, the maintenance surety will need to be provided for that phase, along with each subsequent phase and offsite's full SURETY amounts, prior to Portland Department of Utilities signing off on the Final Plat.

Prior to Phase 2 beginning, the offsite water system improvements must be completed. If the offsite improvements are not completed within two (2) years of the acceptance of Phase 1, the City shall pull the SURETY for the offsite and complete the off-site water system improvements.

Developer's payment to the CITY of a total SURETY amount of $945,750 for the PROJECT's utilities shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS.

III. SUMNER COUNTY HIGHWAY DEPARTMENT

The DEVELOPER shall be responsible for all coordination and/or construction costs incurred with Sumner County Highway Department for damage to County roads.

IV. VIOLATIONS AND REMEDIES

In the event of a default in the performance by either party of its obligation hereunder, the other party, in addition to any and all remedies set forth herein, shall be entitled to all remedies provided by law or in equity, including the remedy of specific performance or injunction.

V. BINDING EFFECT

The covenants and agreements herein contained shall bind and endure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and assigns, as appropriate.

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

OWNER	DEVELOPER
TITLE	TITLE
ATTEST:	ATTEST:
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

MAYOR	DATE

APPROVED AS TO FORM:

BY: CITY ATTORNEY	DATE

EXHIBIT A: Original Capacity Letter

CITY OF PORTLAND
BRYAN PRICE P.E. – UTILITIES DIRECTOR
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-323-1437
Email Address: bprice@cityofportlandtn.gov

Randy Baker
137 Breanna Blvd
Portland, Tennessee 37148

Date: 12/03/2021

Re: UTILITY SERVICE REQUEST
WATER
355 BRILEY LN, SUMNER COUNTY – MAP 15, PARCEL 30.00

Portland Department of Utilities (PDU) has completed its review of your application for Utility Service (Water) for the above referenced location for a proposed forty-five (45) unit development. Please see below for availability of services.

WATER:

The system does have the capacity for forty-five (45) taps once improvements are made. Once Improvements are completed, operating pressures for the development will average 91-68 psi.

There is an existing bottleneck in the water distribution system that must be improved prior to approval of the subdivision. To service the proposed development, PDU will require the existing four (4) inch main to be increased to an eight (8) inch water main along Briley Ln from the intersection of Rolling Meadows Ave to Blue Door Rd (~4,600 feet). Almost all of this line is within the City Limits.

The improvements will entail eight (8) inch C900 PVC or Ductile Iron pipe and all associated appurtenances. The improvements within City Limits will require fire hydrants placed at every 1,000 feet along Briley Ln. All hydrants outside of the City Limits will be blow-off hydrants as the City does not provide fire protection outside of the City Limits as per our Plan of Services.

This letter states PDU's ability to service the parcel in question. No approval of any services or main line extension is indicated. Construction plans would be required to be submitted and approved. An individual Residential Service Availability Request Form must be completed prior to the purchase of a water tap for any lot within this subdivision once the water line installation is complete and accepted. 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,

Bryan S. Price, P.E.
Utilities Director
BSPAV000618REV1

cc.
Darlene Baker
Warren Garrett
Megan Heisler

EXHIBIT B: Revised Capacity Letter

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

Daniel Williams
345 B S Leath Rd
Portland, Tennessee 37148

Date: 7/28/2023

Re: WATER SERVICE REQUEST – RENEWAL # 1
BAKERS ACRES
355 BRILEY LN, SUMNER COUNTY – MAP 15, PARCEL 30.00

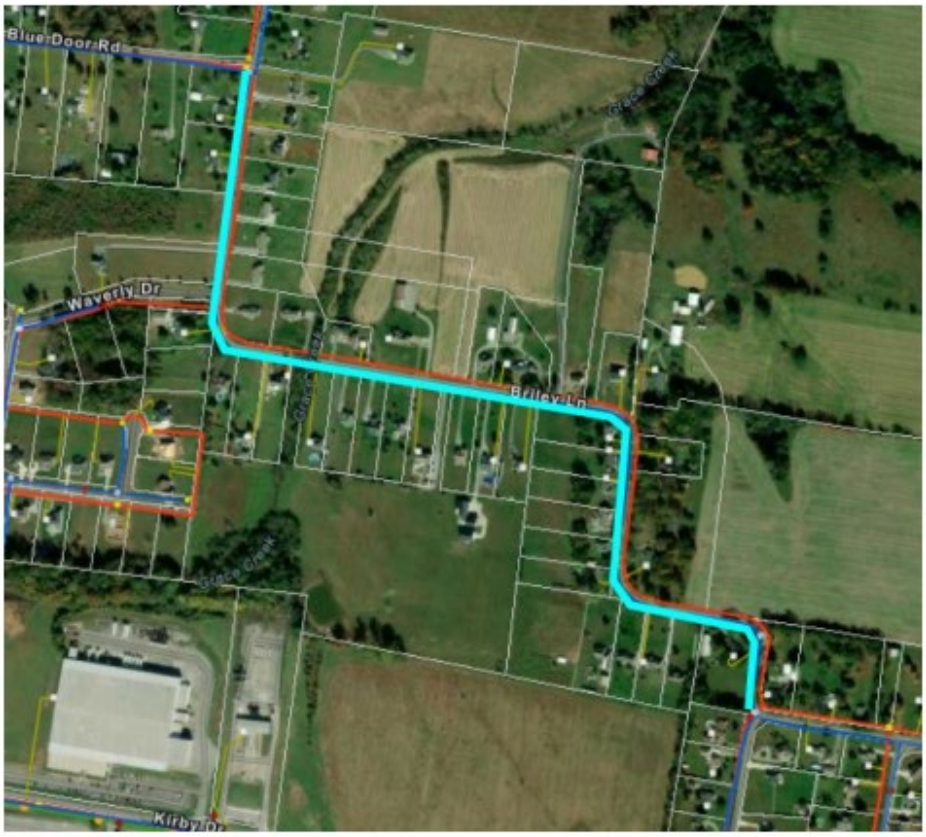
Portland Department of Utilities (PDU) has completed its review of your application for Utility Service (Water) for the above referenced location for a proposed forty-four (44) unit development. Please see below for availability of services.

WATER:

The system does have the capacity for forty-four (44) taps once improvements are made. Once Improvements are completed, operating pressures for the development will average 91-68 psi.

Bakers Acres:
The Developer will be required to install a six (6) inch water main through the development. This will entail approximately 3,900 LF of six (6) inch blue DR 14 C900 PVC or Ductile Iron Pipe and all associated appurtenances.

Off-site Water Improvements:
There is an existing bottleneck in the water distribution system that must be improved prior to approval of the subdivision. To service the proposed development, PDU will require the existing four (4) inch main to be increased to an eight (8) inch water main along Briley Ln from the intersection of Rolling Meadows Ave to Blue Door Rd. The route is below in light blue. This will entail approximately 4,600 LF of eight (8) inch DR 14 C900 PVC or Ductile Iron pipe and all associated appurtenances. The improvements within City Limits will require fire hydrants placed at every 1,000 feet along Briley Ln.



This letter states PDU's ability to service the parcel in question. No approval of any services or main line extension is indicated. Construction plans would be required to be submitted and approved by PDU. An individual Residential Service Availability Request Form must be completed prior to the purchase of a water tap for any lot within this subdivision once the water line installation is complete and accepted. 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.
Utilities Engineer
MNHAV000618REN1
cc.
PDU Office

RESOLUTION

City of Portland, Tennessee

No. 23 - 77

A RESOLUTION AMENDING THE ENGINEERING AGREEMENT WITH OHM ADVISORS, APPROVED BY ORDINANCE 21-37, FOR ADDITIONAL CONSTRUCTION PHASE SERVICES AND CONSTRUCTION PROJECT OBSERVATION FOR THE OAK HILL WATER SYSTEM IMPROVEMENTS PROJECT IN THE AMOUNT OF $612,120.

WHEREAS, the City of Portland deems it necessary to add additional services to the original OHM Advisors engineering agreement for the Oak Hill Water System Improvements Project. The current engineering agreement is in the amount of $297,200; and

WHEREAS, the amendment will revise the agreement to the following:

Boundary and Topographic Survey	$ 21,218.50
Task 1 – Preliminary Routing/Field Work	$ 18,603.95
Task 2 – Design	$244,290.50
Task 3 – Bid Phase Services	$ 24,500.00
Task 4 – Construction Administration Services	$119,000.00
Task 5 – RPR Services	$145,520.00
Task 6 – Tank Coatings Inspection	$ 17,000.00
Project Management	$ 20,000.00
Reimbursable Expenses	$ 1,987.05
Total Amount	$612,120.00

WHEREAS, OHM Advisors requested the additional $314,920 to cover additional Survey, Design, Bid Phase, Project Inspection, and Tank Coating Inspections. Project scope increased due to adding 3,000 linear feet of 12-inch water main from Fowler Ford Road to East Knight Street under the CSX Railroad and additional TDEC ARP requirements; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve an amended engineering agreement with OHM Advisors increasing the amount by $314,920 for additional construction services as stated above for the Oak Hill Water System Improvements Project once approved the total adjusted agreement amount shall be $612,120; 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

June 9, 2023

Mr. Bryan Price, P.E.
Portland Director of Utilities
City of Portland
100 South Russell Street
Portland, TN 37148

Re: Proposal Amendment No. 1
Oak Hill Water System Improvements
City of Portland, Tennessee

Dear Mr. Price,

OHM ADVISORS (OHM) is pleased to provide Proposal Amendment No. 1 for professional services on the Oak Hill Water System Improvements and Oak Hill Tank project. The purpose of Amendment No. 1 is to present the changes in the scope of work that occurred during the design phase and amend the budgets for each task. This Amendment also includes the addition of resident project representative (RPR) services for the duration of construction. Tank Coating Inspection services have also been added as part of this amendment and will be performed by a qualified subcontractor.

The City of Portland (CLIENT) has engaged OHM to perform field surveys, engineering design, and construction phase services to construct a new elevated water storage tank to replace the existing Oak Hill Tank, extend a 12-inch transmission main to the new tank from the Industrial Drive, and install a 12-inch connector between the Mason and Collins zones. The new water tank, transmission main, and connector, have been identified through hydraulic modeling as key capital improvement projects to increase supply into the distribution system, increase pressures in the central part of the water distribution system, and eliminate the need for the Collins Tank.

PROJECT BACKGROUND

OHM has completed and submitted on October 18, 2022 to the City of Portland, the final construction plans and preliminary contract documents for the Oak Hill Water System Improvements, per the original contract dated July 29, 2021. During the design phase, OHM provided surveying and engineering design services outside the scope of the original contract, which were incorporated into the final construction documents, based on the direction of the CLIENT. These services included the following items:

- Prepare plan & profile drawings for 16-inch water main from Industrial Drive, west to Oak Hill Drive, and then south to the tank site at the West Portland Middle School.
- Extension of the water main in Oak Hill Drive from the access drive to the tank site south to College Avenue.
- Coordination with the City of Portland Utilities to locate existing water and gas mains for tie-ins and conflicts at several intersections including field surveys and engineer's site visits.
- Hydraulic modeling to confirm piping configuration at the existing and proposed Oak Hill Tanks/altitude valve.
- Adapting the preliminary contract documents to meet American Rescue Plan Act (ARPA) requirements as stipulated by TDEC.
- Provided planning, technical, scheduling, and cost estimating input for the Sumner County ARPA application package.
- Integrated ARPA funding and procurement requirements and attended coordination meetings

- Prepared 18 easement descriptions for permanent and temporary easements along water main route.
- Prepared CSX utility crossing permit at E. Knight Street.

SCOPE OF SERVICES

Topographic Survey and Tasks 1-4

Refer to scope of services described in the original contract dated July 29, 2021.

Task 4: Construction Administration

Construction Administration duration for water line project was increased from 6 months to 7 months to align with Construction Contract Time. Construction Administration for Anticipated Change Order #1 is included in this scope of work. Construction Administration for the elevated tank duration is unchanged (6 months duration). Construction Contract Time for the tank project is 12 months.

Task 5: Resident Project Representative (RPR) Services

Upon the commencement of construction, OHM ADVISORS will provide resident project representative (RPR) services. These services will be conducted for the new Oak Hill Water Tank and the Oak Hill Water System Improvements. Specific work efforts under this task include:

- Completing Construction Daily Reports in the format acceptable to the owner
- Fully document site conditions and any corrective action required
- Capture digital photos as necessary and document conditions and construction progress
- Work with the project staff to ensure items and materials are accounted for to achieve proper project closeout
- Document contractor personnel present on site
- Document weather conditions on site
- Document and verify appropriate safety measures are used on site
- Working with contractor to verify quantities daily and balance items as work items are completed
- Construction observation while the contractor is on site
- This scope of work does not include material testing

Task 6: Tank Coatings Inspection

OHM ADVISORS will engage a subconsultant to perform water tank coating inspection services during construction of the Oak Hill Water Tank. The subconsultant will verify tank coatings have been applied correctly by the contractor per the specification.

FEE

As a result of incorporating additional services, OHM proposes to amend the task amounts according to the following table:

TASK	ORIGINAL CONTRACT	INVOICING TO DATE	PROPOSED AMENDMENT AMOUNT	PROPOSED TOTAL AMENDED CONTRACT VALUE
Topographic Survey	$15,400	$21,218.50	$5,818.50	$21,218.50
1 - Preliminary Routing	$19,500	$18,603.95	-$896.05	$18,603.95
2 - Design	$123,300	$244,290.50	$120,990.50	$244,290.50
3 - Bid Phase	$21,500	$0.00	$3,000.00	$24,500.00
4 - Construction Administration	$107,000	$0.00	$12,000.00	$119,000.00
5 – RPR Services	$0.00	$0.00	$145,520.00	$145,520.00
6 – Tank Coatings Inspection	$0.00	$0.00	$17,000.00	$17,000.00
Project Management	$8,500	$13,495.25	$11,500.00	$20,000.00
Reimbursable Expenses	$2,000	$0.00	-$12.95	$1,987.05
TOTAL AMOUNT	$297,200	$297,608.20	$314,920.00	$612,120.00

ASSUMPTIONS AND CLARIFICATIONS

OHM ADVISORS has made assumptions in the development of the Scope of Services:

1. The Standard Terms and Conditions and Billing Rates will apply with the exception of RPR. RPR shall have a bill rate of $85/hr.
2. OHM has completed the engineering design phase of the Oak Hill Water System Improvements project.
3. It is assumed that the duration of the Oak Hill Tank project will be 360 days. The resident project representative task is assumed to require 200 hours of effort over the course of 4 months for the Oak Hill Tank project. If Tasks 4 and 5 of the Oak Hill tank project require additional effort due to construction delays or other unforeseen circumstances, OHM will provide an amendment to this proposal.
4. It is assumed that the duration of the Oak Hill Water System Improvement project will be 210 days. The resident project representative task is assumed to require 1512 hours of effort over the course of 7 months for the Oak Hill Water System Improvement project. If Tasks 4 and 5 of the Oak Hill Water System Improvement require additional effort due to construction delays or other unforeseen circumstances, OHM will provide an amendment to this proposal.
5. It is assumed that the Oak Hill Water System Improvement project and the City of Portland's Masons Tank 12-inch Connector project will be constructed consecutively (non-concurrent).
6. If additional services are identified, OHM will prepare a proposal amendment, presented to the City of Portland, and approved, prior to starting the additional services.

ACCEPTANCE

If you find our proposal amendment to be acceptable, please indicate your approval by signing in the space below and forwarding a copy via email to my attention Jason.Griffin@ohm-advisors.com.

Thank you for the opportunity to be of service. Should you have any questions regarding this proposal, please give me a call 615-610-5225.

Orchard, Hiltz, & McCliment, Inc.	**City of Portland**
OHM Advisors	CLIENT
_____	(Name) _____
Jason Griffin, P.E.	
Principal	(Title) _____
June 9, 2023	_____
Date	Date

OVERALL PROJECT BUDGET
MASONS TANK 12" CONNECTOR
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction with deduct	$ 2,475,344.00	
Topographical Survey	$ 31,862.50	$ 31,862.50
Preliminary Routing	$ 8,912.75	$ 8,912.75
Design	$ 154,293.75	$ 154,293.75
Bid Phase	$ 16,000.00	$ -
Construction Administration	$ 68,000.00	$ -
RPR Services (Inspection)	$ 146,880.00	$ -
Project Management	$ 20,000.00	$ 13,937.25
Reimbursable Expenses	$ 1,531.00	$ 405.36
TOTAL.....	$ 2,922,824.00	$ 209,411.61

Total Budget	$	2,922,824
Sumner County ARPA Budget	$	1,800,000
Portland Paid to Date	$	209,412
Portland Remaining Responsibility	$	913,412

OVERALL PROJECT BUDGET
OAK HILL 16" CONNECTOR
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction with deduct	$ 2,208,047.50	
Topographical Survey	$ 21,218.50	$ 21,218.50
Preliminary Routing	$ 18,603.95	$ 18,603.95
Design	$ 244,290.50	$ 244,290.50
Bid Phase	$ 24,500.00	$ -
Construction Administration	$ 119,000.00	$ -
RPR Services (Inspection)	$ 145,520.00	$ -
Tank Coatings Inspection	$ 17,000.00	$ -
Project Management	$ 20,000.00	$ 13,495.25
Reimbursable Expenses	$ 1,987.05	$ -
TOTAL OVERALL PROJECT BUDGET	$ 2,820,167.50	$ 297,608.20

Total Budget	$	2,820,168
Sumner County ARPA Budget	$	2,400,000
Portland Paid to Date	$	297,608
Portland Remaining Responsibility	$	122,559

OVERALL PROJECT BUDGET
OAK HILL STORAGE TANK
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction	$ 2,601,511	
Topographical Survey		
Preliminary Routing		
Design		
Bid Phase		
Construction Administration		
RPR Services (Inspection)		
Project Management		
Reimbursable Expenses		
TOTAL OVERALL PROJECT BUDGET	$ 2,601,511	$ -

Total Budget	$	2,601,511
Sumner County ARPA Budget	$	2,100,000
Portland Paid to Date	$	-
Portland Remaining Responsibility	$	501,511

Construction Budgets	$	7,284,903
Total ARPA Budget for Projects	$	6,300,000
Total Grant Shortfall	$	984,903
OHM Fees	$	1,059,600
Portland Paid to Date	$	507,020
Portland Remaining Engineering	$	552,580
Bratton & Associates	$	60,000
Easement Costs	$	131,417
Parkside Contributions	$	300,000
Total Portland Respionsibility	$	2,028,900

RESOLUTION

City of Portland, Tennessee

No. 23 - 78

A RESOLUTION AMENDING THE ENGINEERING AGREEMENT WITH OHM ADVISORS, APPROVED BY ORDINANCE 21-52, FOR ADDITIONAL CONSTRUCTION PHASE SERVICES AND CONSTRUCTION PROJECT OBSERVATION FOR THE 2021 MASONS TANK 12-INCH CONNECTOR PROJECT IN THE AMOUNT OF $447,480.

WHEREAS, the City of Portland deems it necessary to add additional services to the original OHM Advisors engineering agreement for the 2021 Masons Tank 12-Inch Connector Project. The current engineering agreement is in the amount of $196,100; and

WHEREAS, the amendment will revise the agreement to the following:

Boundary and Topographic Survey	$ 31,862.50
Task 1 – Preliminary Routing/Field Work	$ 8,912.75
Task 2 – Design	$154,293.75
Task 3 – Bid Phase Services	$ 16,000.00
Task 4 – Construction Administration Services	$ 68,000.00
Task 5 – RPR Services	$146,880.00
Project Management	$ 20,000.00
Reimbursable Expenses	$ 1,531.00
Total Amount	$447,480.00

WHEREAS, OHM Advisors requested an additional $251,380 to cover additional Survey, Design, and Bid Phase. Project scope increased due to adding 2,400 linear feet of 12-inch water main along Old Westmoreland Road and additional TDEC ARP requirements; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve an amended engineering agreement with OHM Advisors increasing the amount by $251,380 for additional construction services as stated above for the 2021 Masons Tank 12-Inch Connector Project once approved the total adjusted agreement amount shall be $447,480; 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

June 9, 2023

Mr. Bryan Price, P.E.
Utilities Director
City of Portland
100 South Russell Street
Portland, TN 37148

Re: **Proposal Amendment No. 2**
Masons Tank 12-inch Connector
City of Portland, Tennessee

Dear Mr. Price,

OHM ADVISORS (OHM) is pleased to provide Proposal Amendment No. 2 for professional services on the Masons Tank 12-inch Connector. The purpose of Amendment No. 2 is to present the changes in the scope of work that occurred during the design phase and amend the budgets for each task. This Amendment also includes the addition of resident project representative (RPR) services for the duration of construction.

The City of Portland (CLIENT) has engaged OHM to perform field surveys, engineering design, and construction phase services to construct a new 12-inch water main connector to the Masons Tank. The connector has been identified through hydraulic modeling as necessary to provide greater capacity to fill the Masons Tank.

PROJECT BACKGROUND

OHM has completed and submitted on September 20, 2022, to the City of Portland, the final construction plans and preliminary contract documents for the Masons Tank 12-inch Connector, per the original contract dated June 29, 2021, and Amendment No. 1 dated October 4, 2021. During the design phase, OHM provided surveying and engineering design services outside the scope of the original contract and amendment, which were incorporated into the final construction documents, based on the direction of the CLIENT. These services included the following items:

- Extension of the water main in Portland Boulevard from Sunset Road to Denning Ford Road.
- Assessment of route option using Robin Drive instead of Hood Trail, including field surveys.
- Evaluation of locating proposed water main in Old Westmoreland Road under street pavement instead of front yard easements.
- Coordination with the City of Portland Utilities to locate existing water mains for tie-in at several intersections including field surveys and engineer's site visits.
- Hydraulic modeling to confirm piping configuration at Masons Tank/altitude valve.
- Adapting the preliminary contract documents to meet American Rescue Plan Act (ARPA) requirements as stipulated by TDEC.
- Provided planning, technical, scheduling, and cost estimating input for the Sumner County ARPA application package.
- Prepared 8 easement descriptions for permanent and temporary easements along water main route.

SCOPE OF SERVICES

Topographic Survey and Tasks 1-4

Refer to scope of services described in the original contract dated July 29, 2021

Task 4 Construction Administration

Construction Administration duration for this project was increased from 6 months to 8 months to align with Construction Contract Time. Amendment 1 adjusted the Construction Administration duration from 6 months to 8 months. Amendment 2 also includes Construction Administration for Anticipated Change Order #1 in this scope of work.

Task 5: Resident Project Representative (RPR) Services

Upon the commencement of construction, OHM ADVISORS will provide resident project representative (RPR) services. Specific work efforts under this task include:

- Completing Construction Daily Reports in the format acceptable to the owner
- Fully document site conditions and any corrective action required
- Capture digital photos as necessary and document conditions and construction progress
- Work with the project staff to ensure items and materials are accounted for to achieve proper project closeout
- Document contractor personnel present on site
- Document weather conditions on site
- Document and verify appropriate safety measures are used on site
- Working with contractor to verify quantities daily and balance items as work items are completed
- Construction observation while the contractor is on site
- This scope of work does not include material testing

FEE

As a result of incorporating additional services, OHM proposes to amend the task amounts according to the following table:

TASK	ORIGINAL PROPOSAL	AMENDMENT NO. 1	CURRENT CONTRACT	INVOICING TO DATE	PROPOSED AMENDMENT NO. 2 AMOUNT	PROPOSED TOTAL AMENDED CONTRACT VALUE
Topographic Survey	$14,000	$9,200	$23,200	$31,862.50	$8,662.50	$31,862.50
1 - Preliminary Routing	$8,500	$3,000	$11,500	$8,912.75	-$2,587.25	$8,912.75
2 - Design	$60,000	$27,500	$87,500	$154,293.75	$66,793.75	$154,293.75
3 - Bid Phase	$12,000	$0	$12,000	$0.00	$4,000.00	$16,000.00
4 - Construction Administration	$48,000	$16,000	$64,000	$0.00	$4,000.00	$68,000.00
5 – RPR Services	$0	$0	$0	$0	$146,880.00	$146,880.00
Project Management	$6,400	$3,000	$9,400	$13,937.25	$10,600.00	$20,000.00
Reimbursable Expenses	$2,000	$500	$2,500	$405.36	-$969.00	$1,531.00
TOTAL AMOUNT	$150,900.00	$59,200.00	$210,100.00	$209,411.61	$237,380.00	$447,480.00

ASSUMPTIONS AND CLARIFICATIONS

OHM ADVISORS has made assumptions in the development of the Scope of Services:

1. The Standard Terms and Conditions and Billing Rates apply, with the exception of RPR. RPR shall have a bill rate of $85/hr.
2. OHM has completed the engineering design phase of the Masons Tank 12-inch Connector project.
3. It is assumed that the duration of the Masons Tank 12-inch Connector project will be 240 days. The resident project representative task is assumed to require 1728 hours of effort over the course of 8 months for the Masons Tank 12-inch Connector project. If Tasks 4 and 5 of this project require additional effort due to construction delays or other unforeseen circumstances, OHM will provide an amendment to this proposal.
4. It is assumed that the Masons Tank 12-inch Connector and the City of Portland's Oak Hill Water System Improvement project will be constructed consecutively (non-concurrent).
5. If additional services are identified, OHM will prepare a proposal amendment, presented to the City of Portland, and approved, prior to starting the additional services.

ACCEPTANCE

If you find our proposal amendment to be acceptable, please indicate your approval by signing in the space below and forwarding a copy via email to my attention Jason.Griffin@ohm-advisors.com.

Thank you for the opportunity to be of service. Should you have any questions regarding this proposal, please give me a call 615-610-5225.

Orchard, Hiltz, & McCliment, Inc.
OHM Advisors

Jason Griffin, P.E.
Principal

June 9, 2023
Date

City of Portland
CLIENT

(Name) _____

(Title) _____

_____
Date

OVERALL PROJECT BUDGET
MASONS TANK 12" CONNECTOR
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction with deduct	$ 2,475,344.00	
Topographical Survey	$ 31,862.50	$ 31,862.50
Preliminary Routing	$ 8,912.75	$ 8,912.75
Design	$ 154,293.75	$ 154,293.75
Bid Phase	$ 16,000.00	$ -
Construction Administration	$ 68,000.00	$ -
RPR Services (Inspection)	$ 146,880.00	$ -
Project Management	$ 20,000.00	$ 13,937.25
Reimbursable Expenses	$ 1,531.00	$ 405.36
TOTAL.....	$ 2,922,824.00	$ 209,411.61

Total Budget	$	2,922,824
Sumner County ARPA Budget	$	1,800,000
Portland Paid to Date	$	209,412
Portland Remaining Responsibility	$	913,412

OVERALL PROJECT BUDGET
OAK HILL 16" CONNECTOR
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction with deduct	$ 2,208,047.50	
Topographical Survey	$ 21,218.50	$ 21,218.50
Preliminary Routing	$ 18,603.95	$ 18,603.95
Design	$ 244,290.50	$ 244,290.50
Bid Phase	$ 24,500.00	$ -
Construction Administration	$ 119,000.00	$ -
RPR Services (Inspection)	$ 145,520.00	$ -
Tank Coatings Inspection	$ 17,000.00	$ -
Project Management	$ 20,000.00	$ 13,495.25
Reimbursable Expenses	$ 1,987.05	$ -
TOTAL OVERALL PROJECT BUDGET	$ 2,820,167.50	$ 297,608.20

Total Budget	$	2,820,168
Sumner County ARPA Budget	$	2,400,000
Portland Paid to Date	$	297,608
Portland Remaining Responsibility	$	122,559

OVERALL PROJECT BUDGET
OAK HILL STORAGE TANK
CITY OF PORTLAND DEPARTMENT OF UTILITIES
AMERICAN RECOVERY PLAN ACT
July 28, 2023

ITEM	BUDGET	PAID TO DATE
Construction	$ 2,601,511	
Topographical Survey		
Preliminary Routing		
Design		
Bid Phase		
Construction Administration		
RPR Services (Inspection)		
Project Management		
Reimbursable Expenses		
TOTAL OVERALL PROJECT BUDGET	$ 2,601,511	$ -

Total Budget	$	2,601,511
Sumner County ARPA Budget	$	2,100,000
Portland Paid to Date	$	-
Portland Remaining Responsibility	$	501,511

Construction Budgets	$	7,284,903
Total ARPA Budget for Projects	$	6,300,000
Total Grant Shortfall	$	984,903
OHM Fees	$	1,059,600
Portland Paid to Date	$	507,020
Portland Remaining Engineering	$	552,580
Bratton & Associates	$	60,000
Easement Costs	$	131,417
Parkside Contributions	$	300,000
Total Portland Respionsibility	$	2,028,900

Resolution

City of Portland, Tennessee

No. 23 - 79

A RESOLUTION AUTHORIZING THE DEVELOPER TO PAY-IN-LIEU OF INSTALLING A 12-INCH WATER MAIN FOR THE LENGTH OF THEIR ROAD FRONTAGE ALONG HWY 52W AND HAVE THEIR UTILITY FEES WAIVED UP TO $19,125 FOR THE WAFFLE HOUSE DEVELOPMENT, LOCATED AT 405 HWY 52W, TAX MAP 034E, GROUP B, PARCEL 018.09 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has been petitioned by the Developer, Waffle House, to pay-in-lieu of the 12-inch water main installation for the length of their road frontage along Hwy 52W; and

WHEREAS, the Petitioner shall have their standard water and sewer fees (i.e., water tap, water improvement, sewer tap, sewer capacity, etc.) waived up to $19,125; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the Developer for the Waffle House Development will be required to pay-in-lieu of the 12-inch water main installation for the length of their road frontage along Hwy 52W and will be required to pay the remaining standard utility fees after the $19,125 is waived.

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

Megan Heisler

From: Yaar Hosseini <yaarhosseini@wafflehouse.com>
Sent: Thursday, July 27, 2023 8:00 AM
To: Megan Heisler; Ken Williams; Bryan Price
Subject: WAFFLE HOUSE :: 405 Hwy 52W

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Good Afternoon Bryan,

I appreciate you taking my call last week to talk about the water/sewer availability situation at our proposed site we are under contract and within our inspection period on, in Portland, TN.

As discussed, a new fire code adopted by the City requires that a 12" water main be extended 3,000 ft to serve all of the properties on Hwy 52 between Searcy Ave and Sandy Ave. The city has suggested that Waffle House contribute to a "payment in lieu of" calculation equal to: 200 dollars a linear ft plus a 25% adjustment for misc. expenses.

Our proposed development with 90 ft of frontage would be looking at a "payment in lieu of" of $22,500 dollars towards this project.

This unexpected expense presents a hardship for Waffle House development budget and Waffle House is asking that the City of Portland Waive a portion equal to 75% our water and sewer related tap fees in order to reconcile the budget and keep us on track for development.

The fees we are asking to waive are the following:

WATER:
Water connection Fee: **$150**
Water Tap Fee (1"): **$2,100**
Water improvement fee: (1500 gpd/350 = 4.28x1,500)= **$6,000**

SEWER:
Sewer Tap: 6" **$750** (4 inch preferred)
Sewer capacity fee: (1500gpd/250= 6x1750) = **$10,500**
Sewer Improvement fee: (5.44 -> 6 -> 6*1,000) = **$6,000**

Grand Total Fees: **$25,500**
75% Waiver amount: **$19,125**

Yaar Hosseini
Real Estate Director
O: (770) 729-5929
C: (404) 754-4480
WAFFLE HOUSE

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

Yaar Hosseini
Waffle House Inc.
5986 Financial Dr. NW
Norcross, GA 30071

Date: 6/29/2023

Re: UTILITY CAPACITY LETTER
405 HWY 52W, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 034E, GROUP B, PARCEL 18.09

Portland Department of Utilities (PDU) has completed its review of your application for water, sewer, and gas services for the proposed commercial building at the above referenced location. Please see below for the capacity details.

WATER:
The system does have capacity for the proposed commercial building once improvements are made. For the City to be able to provide the fire protection flow rate of 2,000 gpm, the development will require a twelve (12) inch water main from the intersection of Searcy Lane & Hwy 52W to the intersection of Sandye Avenue. The route is below in light blue. This will entail approximately 3,000 feet of twelve (12) inch blue C900 DR 14 PVC or Class 250 ductile iron pipe and all associated appurtenances.

Also, this development will be utilizing the Oak Hill Water System Improvements project and will be required to pay a pro-rata share of the said project. The City is requiring all new development to pay a part of these improvements. As with all projects, we are not asking for one development to pay for the whole project. The Pro-Rata share was based upon the total number of equivalent residential units within your development. Please see the breakdown below on how the Equivalent Residential Units were calculated. The Developer will be required to pay the City of Portland **$3,000** as a Developer's contribution towards the Oak Hill Water System Improvements project. This payment must be made prior to the approval of Construction Plans.

From Ordinance 23-15
1 Equivalent Residential Unit (ERU) = 350 gallons per day (gpd)
Restaurant = 40 gallons per seat per day

(34 Seats) x (40 gallons / seat / day) = 1,360 gpd

(1,360 gpd) x (ERU / 350 gpd) = 3.9 = 4 ERUs

The payment was calculated as follows:
4 units * ($750 per 1 unit) ~ $3,000

As per Ordinance 23-15, all standard tap, connection, etc. fees shall apply.

SEWER:
The system does have capacity for the proposed commercial building once the improvements are made. The parcel for this project does not have access to sewer. Construction Plans have been approved by the City, but the design engineer must submit to the Tennessee Department of Environment and Conservation (TDEC) for approval of the sewer plans prior to construction of the sewer main.

GAS:
The gas system does have capacity for this development. As per Ordinance 23-15, all standard fees shall apply.

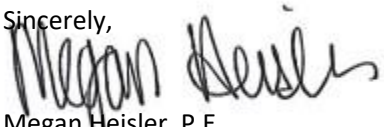
Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water), 20-102 (Gas), and 20-103 (Sewer).

No approval of any services is indicated. Construction plans will be required to be submitted and approved by PDU. All tap, meter, connection, capacity, and any other applicable fees associated with the Construction Plans will be determined after the approval of the Construction Plans. Please note capacity, tap, and any other applicable fees for both water and sewer will be required to be paid prior to the issuance of the building permit.

This letter shall expire in 12 months. All fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change over time. PDU will hold the fees at the amount stated above for a 12-month period after the date of this letter. After the 12-month period expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in **writing** prior to expiration of the 12-month period. PDU will review the request and either deny or grant the request in writing.

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

Sincerely,



Megan Heisler, P.E.
MNHAV001306
cc.
PDU Office
Business Office