



Board of Mayor and Aldermen

City Council Meeting

Portland City Hall

100 South Russell Street

Portland, TN 37148

August 21, 2023

5:00 PM

- A. Call To Order
- B. Prayer And Pledge
- C. Roll Call
- D. Approval Of Minutes
- E. Approval Of Agenda
- F. Presentation Of Recognitions
 - 1. Fire Department
 - 2. Industrial Development Board Retiring Members
 - 3. Declaration Of "Constitution Week"
 - 4. Declaration Of "Holiday Festival" In Sumner County

G. Communications From Council Members

H. 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.

I. Department Reports

Documents:

[BUILDING AND CODES JULY 2023 MONTHLY REPORT.PDF](#)
[CITY RECORDER JULY 2023 MONTHLY REPORT.PDF](#)
[COMMUNITY DEVELOPMENT NEWSLETTER JULY 2023.PDF](#)
[FINANCE JUNE MONTHLY REPORT 2023.PDF](#)

[FIRE MONTHLY REPORT JULY 2023.PDF](#)
[HUMAN RESOURCES JULY MONTHLY REPORT.PDF](#)
[PARKS JULY 2023 MONTHLY REPORTS.PDF](#)
[POLICE MONTHLY REPORT JULY 2023.PDF](#)
[PUBLIC WORKS COUNCIL REPORT - AUG. 21,2023 MEETING.PDF](#)
[UTILITIES REPORTS JULY 2023.PDF](#)

J. Mayor's Report

K. Community Development
Alderwoman Megann Thompson

L. Finance
Alderwoman Penny Barnes

1. Ordinance No. 23-46 - First Reading
An Ordinance amending Chapter 5, Sections 5-501 to 5-529, of the Municipal Code,
Purchasing Policy.

Documents:

[ORD 23-46 AMEND CHAPTER 5-SECTION 5-501 PURCHASING POLICY
2023.PDF](#)

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

1. Discussion - Fire Codes
2. Discussion - Building Codes

N. Human Resources
Alderwoman Penny Barnes

O. Legislative
Mayor Mike Callis

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

1. Resolution No. 23-84
A Resolution approving the re-appointments of four members to the Portland
Airport Authority.

Documents:

[RES 23-84- AIRPORT AUTHORITY- APPOINTMENTS DOUG - GRAVIS-
ROBERT-KEN.PDF](#)

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

1. Discussion Of Grant

R. Police Department

Alderman Drew Jennings; Financed by: General Fund

S. Planning & Codes

Alderwoman Megann Thompson; Financed by: General Fund

1. Ordinance No. 23-40 - Second 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](#)

T. Public Works

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

U. Utility Infrastructure

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

1. Ordinance No. 23-41 - Second 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 - REPLACE ORD 22-16 RED RIVER SCHOOL RD DEVELOPERS AGREEMENT.PDF](#)

2. Ordinance No. 23-42 - Second 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 - REPLACE ORD 22-73 ON PARKSIDE ESTATES DEVELOPERS AGREEMENT.PDF](#)

3. Ordinance No. 23-43 - Second 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 - Second 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 - Second 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. 23-85

A Resolution approving design and installation of a 12 inch water line along Highway 52 for the purpose of providing increased fire protection.

Documents:

[RES 23-85 - 12 INCH WATERLINE RESOLUTION HWY52W.PDF](#)

7. Ordinance No. 23-47 - First Reading

An Ordinance to enter an agreement with OHM Advisors to provide engineering services for the City of Portland 2023 Highway 52 Water Main Improvements Project.

Documents:

[ORD 23-47 OHM ADVISORS 2023 HWY 52 WATER MAIN IMPROVEMENTS.PDF](#)
[ORD 23-47 A1 OHM-PROPOSAL_PORTLAND-HWY 52.PDF](#)

8. Resolution No. 23-83

A Resolution detailing procedures for new or increased water capacity request and the issuance of capacity letters.

Documents:

V. Adjournment

Portland Building Codes Department
July 2023 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	-NA-	\$ -NA-
Swimming Pool	1	\$ 85.00
Plumbing	7	\$ 1,446.75
Mechanical	5	\$ 761.45
Stand Alone Building	9	\$ 2,850.39
Residential Building	2	\$ 1,528.99
Fire Alarm / Fire Suppression	1	\$ 210.55
Commercial/Industrial	8	\$ 172,060.55
Plan Review	16	\$ 86,436.05
Demolition	2	\$ 120.00
Fire Works	-NA-	\$ -NA-
Moving	-NA-	\$ -NA-
TOTAL ALL PERMIT FEES	31	\$ 265,499.73
PORTLAND IMPACT FEE – PARKS		\$ 18,316.00
PORTLAND IMPACT FEE – POLICE		\$ 10,884.00
PORTLAND IMPACT FEE – FIRE		\$ 23,082.00
TOTAL – PORTLAND IMPACT FEES		\$ 52,282.00
SUMNER COUNTY IMPACT FEE		\$ 81,664.80
GRAND TOTAL		\$ 399,446.53

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

Phone 615/325-6776 Ext. 245

July 2023 Monthly Report

Number of Council Meetings	1	July 10 th
		6 Council Members present
		1 Council Members absent
Number of Work Study Meetings	0	
Number of Liability Claims	0	
Number of Property Claims	3	
Number of Records Requested	6	



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

JULY, 2023



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.



Received some interesting training regarding internet security this month. Thanks Brandon, for setting these classes in place as a reminder to be cautious.

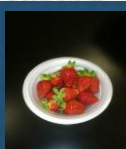
- ✓ Participated in ten sessions of KnowBe4 Cybersecurity Awareness Training.
- ✓ Confirmed the continued service of Kathy Dixon on the Portland Industrial Development Board.
- ✓ Responded to requests for information regarding liens through THDA for participants in the HOME Program.
- ✓ Provided Title VI information requested by the Emergency Management Specialist Public Assistance Recovery Division of FEMA for storm damage recovery.



Ed Mayberry of Gallatin, and his lovely wife Betty attended a recent show at the Temple and promised a return visit.



Robertson County EMS reports 900 Accidents along the construction zone of I-65 Improvements and 8 Fatalities.



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



July, 2023

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



The Temple was represented at the "Back to School Bash" this month. Thanks to the Chamber & the Parks Department for hosting this monumental event.



DOWNTOWN, DOWNTOWN, DOWNTOWN



*The Portland Preservation
Foundation and the Certified
Downtown Committee met
July 6th, 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.*



- *Happy to deliver the payment and application to the TN Historical Commission for a Historic Marker to be placed at the Moye-Green Boarding House. Received direction from THC regarding damaged markers within Portland. We could receive delivery of the marker sometime in November. The County Highway Department will be notified.*



**Made in Portland and sighted in Atlanta
Georgia?**

**This foosball table was sighted at the Emory
University Campus. Grateful we have
Olhausen Corporate in Portland, TN.**



**Theatre events continue to bring
together friends and family.**



SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Met with the new **Economic Development Director of Robertson County** this month.
- Attended the **Robertson County Joint Economic & Community Development Board meeting** on July 13th – provided a report to Mayor Callis upon my return.
- Marketed **105 Flex Avenue** for Lease.
- Conversation with TDOT continues regarding the right of ways needed for the **improvements to Eubanks Road in Robertson County**.
- Advertised the annual **Health & Educational Facilities Board meeting** to be held August 28th.
- **Responded to RFIs** as applicable in July.
- Received the **Tax Agreement and leasing documents for Project Titan (Arrowhead Engineered Products)** from the company's legal counsel. Forwarded these documents to the IDB Members.
- Secured a **listing of the CDBG water line projects completed** in partnership with Sumner County for Utility Director's review. Provided **local industry data** for the Utility Director's presentation.
- Filed the annual **Corporation Annual Report for the Portland Industrial Development Board** in July.
- Learned Joey Viola is no longer with ECD's **Business Development Team** – meantime Lyndi and Erin will be on call for our area.
- Provided an updated industrial listing to a state **Vocational Rehabilitation Career Training Specialist**.
- Forwarded **correspondence received by the IDB** to the appropriate counsel.



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

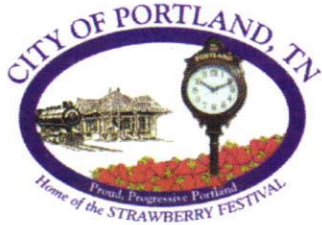
July, 2023

Portland Municipal Airport

- The Director hosted the ACIP Meeting this month with Aeronautics Representatives and the Project Engineers.
- The Portland Airport offers education, recreation, agriculture, emergency services, and corporate business and industry support to our entire community.
- Property near the airport was purchased this month for a Detention Pond.
- The State of TN conducted fuel testing at the Airport in July.
- Gathered data for the Airport Maintenance request in July.
- Forwarded requested information for the Direct Appropriation Funding Project to Aeronautics.
- Uploaded data for an amendment to the Property Acquisition Appraisal and Environmental Grant.
- Corresponded with County Finance regarding their grant match donation for the acquisition appraisal and environmental grant.



www.cityofportlandtn.gov



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

*As of June 30, 2023
Fiscal Year has elapsed - 100%*

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,544,043
W/S Bond 2020	\$18,238,174	\$10,725,375

		Board Passed	
		6/30/2023	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	9,683,383	8,825,000	109.7%
Planning & Codes	1,607,541	1,620,450	99.2%
Intergovernmental	2,345,974	2,246,000	104.5%
Miscellaneous	67,226	46,850	143.5%
Court	210,332	234,500	89.7%
Other Revenues	170,239	311,500	54.7%
Loan Proceeds - Other Fin Source	0	0	0.0%
Grants & Special Projects	431,568	424,500	101.7%
TOTAL	14,516,263	13,708,800	105.9%
Expense			
General Government	2,689,442	3,009,195	89.4%
Administrative & Mayor	326,502	332,350	98.2%
Human Resources	103,586	108,222	95.7%
Planning & Zoning	226,635	279,911	81.0%
Codes	135,691	151,518	89.6%
Court	82,284	82,327	99.9%
Police	4,226,537	4,139,249	102.1%
Fire	2,472,006	3,430,415	72.1%
Streets & Highways	1,164,229	1,292,826	90.1%
City Garage	107,566	116,128	92.6%
State Street Aid	500,730	650,000	77.0%
Animal Control	86,833	91,898	94.5%
Grants & Special Projects	583,127	1,610,000	36.2%
Swimming Pool	44,407	51,704	85.9%
Parks & Recreation	1,151,830	1,129,529	102.0%
Community Development	106,373	119,333	89.1%
TOTAL	\$14,007,779	\$16,594,605	84.4%

WATER & SEWER		Board Passed	
		6/30/2023	Budget % of Budget
Revenue			
	Revenue	10,798,584	9,253,500 116.7%
	TOTAL	10,798,584	9,253,500 116.7%
Expense			
	Water Plant	1,472,516	1,916,922 76.8%
	Water Distribution System	1,718,243	2,993,277 57.4%
	Grants & Projects	4,922,418	8,434,000 58.4%
	Sewer Collection	1,180,338	2,093,544 56.4%
	Sewer Plant	1,629,773	2,730,327 59.7%
	Business Office	355,655	440,428 80.8%
	Utility Administration	617,751	740,635 83.4%
	TOTAL w/ Bond	11,896,694	19,349,133 61.5%

		Board Passed	
		6/30/2023	Budget % of Budget
AIRPORT FUND			
Revenue		\$5,629,220	\$5,592,407 100.7%
Expense		\$5,597,234	\$5,757,022 97.2%

DRUG FUND			
Revenue		\$23,225	\$4,000 580.6%
Expense		\$2,375	\$28,000 8.5%

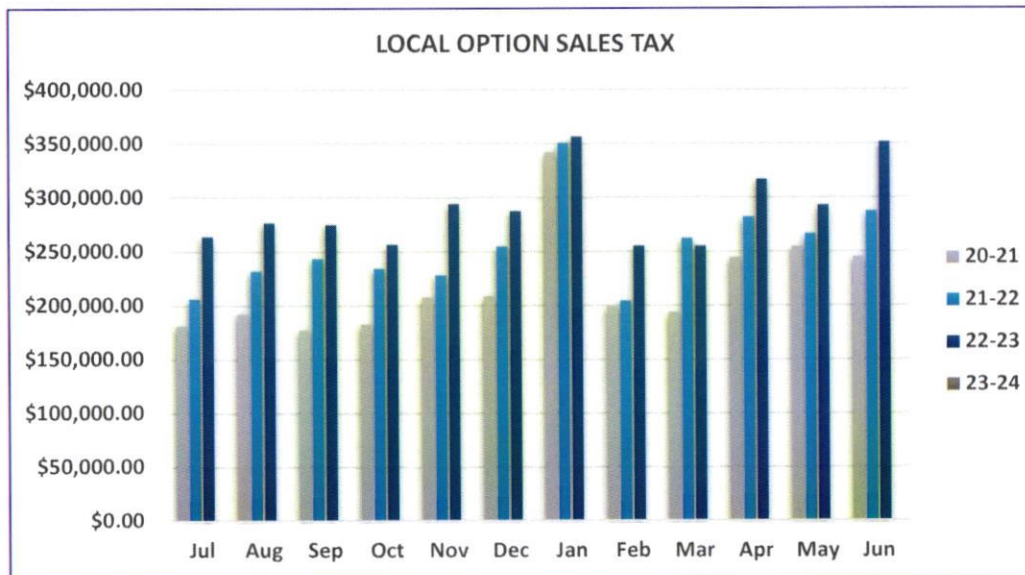
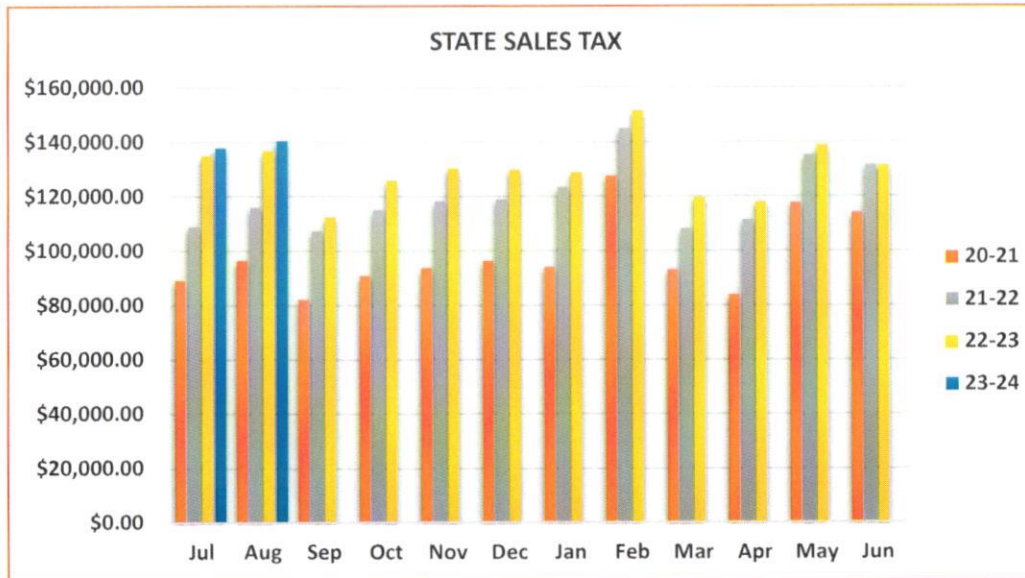
STORMWATER			
Revenue		\$1,004,388	\$795,000 126.3%
Expense		\$1,226,862	\$1,377,094 89.1%

SOLID WASTE			
Revenue		\$1,412,307	\$1,318,032 107.2%
Expense		\$1,334,049	\$1,418,555 94.0%

GOLF COURSE			
Revenue		\$543,813	\$569,600 95.5%
Expense		\$527,071	\$583,733 90.3%

		6/30/2023	Board Passed Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	12,796	20,000	64.0%
	Police	126,074	118,000	106.8%
	Fire	411,134	272,000	151.2%
	TOTAL	\$550,004	\$410,000	134.1%
Expense				
	Parks	27,284	140,000	19.5%
	Police	59,983	96,000	62.5%
	Fire	15,209	100,000	15.2%
	TOTAL	\$102,476	\$336,000	30.5%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$1,438,185	\$1,640,266	87.7%
Expense		\$1,427,487	\$1,640,266	87.0%
DEBT SERVICE - SPECIAL REVENUE				
Revenue	Transfer from Sanitation	\$211,635	\$206,342	102.6%
Expense		\$211,624	\$206,342	102.6%
GAS				
Revenue		7,460,847	6,936,000	107.6%
Expense		7,654,636	9,435,509	81.1%

Rachel Slusser, CMFO



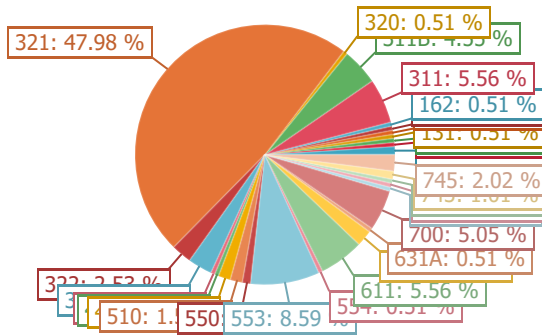


Portland Fire Department

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



Incident Reports By Incident Type, Summary



111: 1.01 %	322: 2.53 %	631A: 0.51 %
112: 0.51 %	324: 3.03 %	700: 5.05 %
118: 0.51 %	410: 0.51 %	735: 0.51 %
131: 0.51 %	441: 0.51 %	740: 0.51 %
142: 0.51 %	444: 1.52 %	741: 0.51 %
151: 0.51 %	510: 1.52 %	743: 1.01 %
162: 0.51 %	550: 1.01 %	745: 2.02 %
311: 5.56 %	553: 8.59 %	
311B: 4.55 %	554: 0.51 %	
320: 0.51 %	611: 5.56 %	
321: 47.98 %	622: 2.02 %	

Incident Type

Total Incidents

Percent

111 - Building fire	2	1.01%
112 - Fires in structure other than in a building	1	0.51%
118 - Trash or rubbish fire, contained	1	0.51%
131 - Passenger vehicle fire	1	0.51%
142 - Brush or brush-and-grass mixture fire	1	0.51%
151 - Outside rubbish, trash or waste fire	1	0.51%
162 - Outside equipment fire	1	0.51%
311 - Medical assist, assist EMS crew	11	5.56%
311B - Public Assist	9	4.55%
320 - Emergency medical service incident, other	1	0.51%
321 - EMS call, excluding vehicle accident with injury	95	47.98%
322 - Motor vehicle accident with injuries	5	2.53%
324 - Motor vehicle accident with no injuries.	6	3.03%
410 - Combustible/flammable gas/liquid condition, other	1	0.51%
441 - Heat from short circuit (wiring), defective/worn	1	0.51%
444 - Power line down	3	1.52%
510 - Person in distress, other	3	1.52%

Incident Type	Total Incidents	Percent
550 - Public service assistance, other	2	1.01%
553 - Public service	17	8.59%
554 - Assist invalid	1	0.51%
611 - Dispatched & canceled en route	11	5.56%
622 - No incident found on arrival at dispatch address	4	2.02%
631A - Unauthorized controlled burning	1	0.51%
700 - False alarm or false call, other	10	5.05%
735 - Alarm system sounded due to malfunction	1	0.51%
740 - Unintentional transmission of alarm, other	1	0.51%
741 - Sprinkler activation, no fire - unintentional	1	0.51%
743 - Smoke detector activation, no fire - unintentional	2	1.01%
745 - Alarm system activation, no fire - unintentional	4	2.02%

Total Number of Incidents: 198

Total Number of Incident Types: 29

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 '7/1/2023 12:00:00 AM' and '7/31/2023 11:59:59 PM'

Human Resources Monthly Report July 2023

New Hire Orientations	August	YTD
Full-Time	2	24
Re-Hires	0	1
Part-Time	0	6
Retirements	0	1
Severances		
• Voluntary	4	17
• Involuntary		
Workers Comp Claims	3	22
Current posted positions	11	



Monthly Report / July 2023
Jamie White, Parks Director
Tammy Groves, Assistant Parks Director
Trent Stephens, Park Maintenance Crew Leader
Marty Bullington, Golf Course Manager

Civic Clubs

Portland Youth Football League	Training
Portland Soccer Club	Fall Sign-Ups
Dixie Youth Baseball	End of Season

Parks and Recreation Programs and Events

The Famers Market is at Richland Park this year on Thursdays in May – August from 3:30 pm to 7:00 pm. Vendors have given us positive feedback on the move to Richland Park.

Richland Gym HVAC update: We are done with the HVAC unit project. Currently we are upgrading the rest of the electrical wiring in the gym. As soon as we finish the gym electrical, we will be starting on adding lighting to the flag poles at the Memorial.

Staff are working on a gym schedule to have it open more hours for events, programs, and free play.

Friday Night Bites is back. It is set to start on Friday August 18th at Meadowbrook Park.

PHS Golf Team have 4 dates set to host matches at Dogwood Hills Golf Course.

PHS Soccer Team is set to host their Annual Playday at Richland Park on Saturday August 5th.

Portland Youth Football is set to host their Annual Battle of P-Town on Saturday August 12th.

This fall for the first time ever, Dixie Youth will be having a fall baseball/softball league.

This fall we have scheduled three baseball/softball travel league tournaments at Richland Park.

Friday Night Scrambles are very successful again this year. The support for this event is unbelievable.



July 2023

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Daily Rounds	1,225	\$31,860.00
Cart Rentals	168	\$840.00
Concessions	1,203	\$2,211.00
Pro Shop	250	\$4,595.00
Shed Rentals	1	\$300.00
Total:		\$39,806.00

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

7/1/2023 TO 7/31/2023

CID ACTIVITY					
Cases Assigned	20	Interviews Conducted	82	Asset Forfeitures	1
Cases Closed	4	Monitored Interviews	1	DCS/AOA	38
Cases Cleared	23	Search Warrants	28	Knock and Talk	11
Call outs	0	Judicial Subpoenas	20	Assist Patrol Units	18
Grand Jury Cases	1	General Sessions Cases	2	Forensic Interviews	0
Grand Jury Hours	5	General Sessions Hours	6	Fire Investigations	1
Juv Court Cases	0	Criminal Court Cases	0		
Juv Court Hours	0	Criminal Court Hours	0		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	20	Government	1
E-mails	45	Public Housing	0
Grand Jury & DA Copies	3	Local	0
Arrest Reports	60	Incident Reports	96
Written Warnings		City Citations	

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	54	WILDLIFE	0	DECLARED VICIOUS	0
ANIMALS PICKED UP	20	RETURNED TO OWNER OR RESCUE	0	BARKING COMPLAINT	1
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	2
DOGS	17	ANIMAL BITE ON ANIMAL	1	WILDLIFE/LIVESTOCK COMPLAINTS	2
CATS	3	ANIMAL BITE ON HUMANS	2	TICKETS	3
LIVESTOCK	0	EUTHANASIA	0	WARNINGS	4
WARRANTS	3	ADOTPTIONS	1	REPORTS	6
SPECIAL ASSIGNMENTS		INTAKE	10		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	19	RESOLVED BY CONTACT/PHONE	1
NON-COMPLIANCE LETTERS	19	CITY COURTS DATES	1
NEW GRASS/RUBISH COMP	19	CITY HALL BANK ESCORTS	17
RE-INSPECTIONS	10	MAIL DELIVERY	17
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	0
FOLLOW-UP PARKING COMP	0	ARRESTS	0
VEHICLES (NON-COMP)	2	REPORTS	0
WORK ORDERS	4	CITATIONS	1
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	0		

CALLS FOR SERVICE					
911 HANG UP	22	EVADING	1	SCHOOL ZONE	0
911 MISDIAL	47	EXPORTE SERVICE	0	SEX OFFENDER REGISTRY	0
911 MISDIRECT	2	EXTRA PATROL	255	SEXUAL ASSAULT	2
911 OPEN LINE	56	FIELD INTERVIEW	0	SHOOTING	0
ABANDONED VEH	1	FIGHT	0	SHOPLIFTING	1
ABUSE INVESTIGATION	0	FIREARM DENIAL	0	SHOTS FIRED/HEARD	1
ACCIDENT INJURY	10	FIREWORKS	11	SOLICITOR	3
ACC. INJURY HIT/RUN	0	FOLLOW UP	25	SPECIAL ASSIGNMENT	1
ACCIDENT PROPERTY	44	FORGERY	0	SPC. ASSIGNMENT-COMMUNITY	2
ACC. PROPERTY HIT/RUN	2	FRAUD	3	STABBING	0
ACC. SERIOUS INJURY	0	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	3
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	14
AIRCRAFT EMERGENCY	0	HARASSMENT	3	SUBJECT CHECK	20
ALARM	42	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	2
ALARM HOLD UP/PANIC	5	HOTEL CHECK	0	SUS. INCIDENT	30
ALARM TEST	0	ILLEGAL DUMPING	0	SUS. PERSON	11
ANIMAL CALL	42	INDECENT EXPOSURE	0	SUS. VEHICLE	11
APARTMENT CHECK	4	INVESTIGATION	0	TALK TO OFFICER	217
ARMED SUBJECT	0	JUVENILE	2	THEFT	9
ARSON	0	JUVENILE TRANSPORT	0	THREATS	2
ASSAULT	2	KIDNAPPING	0	TRAFFIC ENFORCEMENT	20
ASSIST CITIZEN	24	KNOCK AND TALK	3	TRAFFIC HAZARD	17
ASSIST EMS	15	LAKE CHECK	0	TRAFFIC STOP	544
ASSIST FIRE	6	LOCKOUT	1	TRESPASS	4
ASSIST OTHER AGENCY	18	LOCKOUT URGENT	1	UNAUTHORIZED USE OF VEH	0
ATTEMPT TO LOCATE	4	LOST/FOUND PROPERTY	18	UNK SITUATION	1
BARRICADED SUBJECT	0	LPR HIT	1	VANDALISM	1
BOLO	8	MENTAL TRANSPORT	0	VEH. BURGLARY	0
BOMB THREAT	0	MISC/MATTER OF RECORD	11	VEHICLE CHECK	20
BURGLARY	0	MISSING ADULT	5	VIOLATION CORRECTION VERIFY	3
BUSINESS CHECK	370	MISSING JUVENILE	0	VIO. ORDER OF PROTECTION	1
CAR SEAT CHECK	0	NOISE COMPLAINT	5	WARRANT	2
CHECKPOINT	0	OPEN DOOR	3	WEATHER RELATED ISSUES	2
CITY CALL OUT	1	OVERDOSE	0	WELFARE CHECK	13
CIVIL MATTER	10	PARK CHECK	79		
CODE 99	0	PARKING COMPLAINT	5		
CODES	25	PROSTITUTION	0		
DAMAGE TO PROPERTY	6	PROWLER	0		
DEATH INVESTIGATION	3	PUBLIC INTOX	3		
DELIVER MESSAGE	0	RECKLESS DRIVER	38		
DISORDERLY CONDUCT	0	REFERRAL	2		
DISTURBANCE	10	REPO	9		
DOMESTIC	25	RIOT	0		
DRILL	0	ROBBERY	0		
DUI	5	RUNAWAY	3		
DRUG INVESTIGATION	4	SCAM	2		
ESCORT	11	SCHOOL CHECK	30		
PHONE MESSAGE	0	TEST CALL	3		
PRIVATE PROPERTY TOW	1	PRISONER TRANSPORT	0		

Total Calls for Service	2307
Total Written Warnings	229
Total Speeding Citations	95
Total all other city citations	63
Commercial vehicle enforcements	4
Total Arrest	59

FLEX UNIT INFORMATION					
TRAFFIC STOPS	40	DRUGS CASES	6	WEAPONS SEIZED	0
WARNINGS	32	Misdemeanor	6	RIFLE	0
CITATION	8	Felony	0	SHOTGUN	0
ARRESTS	9	Paraphernalia	0	PISTOL	0
		ASSET FORFEITURES	0	OTHER	0
		Vehicles	0		
		Currency	0	KNOCK AND TALKS	0
		Other	0		

WARRANTS SERVED	1	ASSIST PATROL	10	CONSENSUAL ENCOUNTERS	1
K-9 ALERTS	1	ASSIST OTHER AGENCY	1	ASSIST CID	0

FLEX UNIT COURT INFORMATION					
GRAND JURY	# OF CASES	3	# OF HOURS	3.5	
GENERAL SESSIONS	# OF CASES	9	# OF HOURS	17.5	
JUVENILE COURT	# OF CASES	0	# OF HOURS	0	
CRIMINAL COURT	# OF CASES	0	# OF HOURS	0	



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

Date: 8/10/2023

Stormwater Management Monthly Report- July 2023

Public Education and Outreach

There were no scheduled events for education or outreach during the month of July.

Illicit Discharge Detection and Elimination

There was one complaint during this reporting period of an illicit discharge involving an active construction development. The complaint was investigated and remedied by the developer before any damage to water quality took place. Previous Notices of Violation were followed up on with re-inspections. All corrected issues seem to be working properly with no further threat to water quality.

Construction Site Runoff Control

Pre-Cons/ Pre-App Meetings: 6

LDPs issued: 2

CGP Inspections: 23

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

Permanent Stormwater Management

New LTMA's received: 0

LTMA Inspections Received: 0

Good Housekeeping

Municipal facility sites were re-inspected after the annual inspections in June. Any issues that could have potentially caused a threat to water quality were corrected. Inspections will take place again in December. Stormwater employees received cyber security training through watching videos sent out by the IT Department. A meeting was held with an engineering firm to begin third-party stormwater reviews on large projects. The firm was assigned their first projects to review this month.

Stormwater Field Crew

Council Report

Submitted by: David Harris

Data for the month of June/July

Meeting Date: Aug. 21, 2023

Checked and cleaned tiles and storm drains throughout the city

Cleaned up and service equipment then moved back out to job site.

City wide flooding issues

Called in Tn One Call tickets

Met with homeowners about drainage issues or upcoming jobs

Attend meetings: TCRS and Stormwater

Unloaded Pipe order

Helped unload the lift at Mechanic Shop

Helped weedeat for Martin

Brush cut at Rock Bin

Went to Bowling Green to pick up Bob Cat

Went to Nashville to pick up machine

William Mack Ln - Multiple days trying to break loose clogged tile under railroad tracks

Beaver Dams - broke loose and reset traps (52 Bridge & by Food Lion)

Cleared: Evergreen, Little League Park, Collins and Hwy 52 Bridge

Cody Ct. - Haul dirt, ditch work / Cleared tree's and hauled away

Woods Rd. - Installed 40' concrete pipe, used roller, ditch clean out

Middle Dayle - Road cut, concrete and mortar joints

Richland St. - Ditch clean out and a road cut

Center St. - Hauled gravel

E William Dr. - Ditch clean out, seed and straw area

Cora St.- Driveway tile, ditch clean out, seed and straw area

Poplar St.- Road Cut, Prep equipment for upcoming job

Victor Reiter/109 Auto Sales - Cleared catch basin

N Harris Rd and Cora St. - Repaired Driveway

Pick up supplies (School Bash) for Chamber

Touch A Truck - Clean equipment and took to Park

Street Dept Council Report

Submitted by: Martin Weekley
Data for the month of June and July
Meeting Date: Aug. 21, 2023

Check and Maintained trucks and equipment
Clear trash and debris out of roadway and Downtown area
Maintenance of traffic signals and school zone lighting
Office paperwork - Time sheets, po request, review work orders and route sheets
Signage - Replaced stop signs, brackets, replace post, install new signage & post.
Potholes: checked, graveled and/or patched with hot mix
Road Cuts: gravel filled every Monday and Friday until patched with hot mix
Driveway repair due to wash outs
Training / Meetings - TCRS and CPR
Brush & Bulk (Chipper truck, 2 claw trucks, truck with trailer) numerous loads
Took various trucks and equipment to city mechanic shop or outside shops for repairs
Trimmed low hanging branches and tree's that fell over the roadway
Shop - Organize signs, post and cones storage area
Helped check storm drains -city wide
Help in Sanitation Dept
Repair equipment and tools
Clean at the Shop - Daily
Clean up vehicles
Touch a truck - Wash equipment and take to park
Windwood Dr - Street light maint.
Unload dumpsters delivery
Hauled mini and backhoe to dump
Cleared the dump roadway
Put up high water signage during heavy storms - Multiple times
Move tank over to old mechanic shop
Set up and take down Stage for events on Main St.
Repair mailbox - damaged by equipment
Install new signage - Civil war signs, directional signs and little league signage.

Train multiple new crew members- on equipment, Maint. of equipment and city limit areas.
Chamber - school supplies, backpacks and detergent pallets
Hendersonville - pick up pallets of water / Nashville - seal master / White House - pick up fittings / Cross Plains - asphalt mix
Repair: Hitch on equipment, Hyd. Leaks, broken line on boom, bolt on Tk137, Weld parts on trucks and tools / guide track on sanit. truck

Street Dept Council Report

Mowing - Right of ways, City Lots, Canels, High Crossing, PD, City Lake, City Shops and Codes lots

Mow, Weed eat and spray various streets, sidewalks, and lots (Intersections of Hwy 109/76, 109/52, 109/31) (Strawberry St, WB Dye, Mason St, Leona St, Church St, W Market St, OakHill Dr, Searcy Ln, Victor Reiter, Bridge on College St.)

Convenance Center:

Attendant on site on Wednesday's & Saturday's

Push brush piles & burn it in the burn pit and/or fire pit

Smash down the dumpsters to be hauled to Gallatin

Sanitation Dept Council Report

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

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

Pick up brush (Claw truck, and chipper)

Pick up trash carts at curb repair or replace damaged carts

Keep trucks and equipment in working condition.

Travel to Sumner Co. Resource Authority to empty

2 claw trucks picking up bulk items and brush at curbside

Burn Box @ dump – burning brush to clean up site

Sumner Co. Resource Authority	# of loads	Tonage	Per Ton	Dumping fee
	51	536.81	55.00	29,526.20
Volunteer Recycling Center	20	65.52	55.00	3,663.30
		602.33		\$33,189.50
Volunteer Recycling Center	# of loads		Haul cost	Hauling Total
City of Portland	19		275.00	\$5,225.00
Portland Cares	0		137.50	\$0.00
				\$5,225.00
Monthly Dump Fee	\$33,189.50			
Monthly Haul Fee	\$5,225.00			
	\$38,414.50	May	2023	

Sumner Co. Resource Authority	# of loads	Tonage	Per Ton	Dumping fee
NOTE: Check on the \$ doesn't match up	51	486.64	55.00	27,489.00
	21	65.38	55.00	3,619.30
		552.02		\$31,108.30
Volunteer Recycling Center	# of loads		Haul cost	Hauling Total
City of Portland	21		275.00	\$5,775.00
Portland Cares	0		137.50	\$0.00
				\$5,775.00
Monthly Dump Fee	\$31,108.30			
Monthly Haul Fee	\$5,775.00			
	\$36,883.30	June	2023	

Sumner Co. Resource Authority	# of loads	Tonage	Per Ton	Dumping fee
NOTE: Check on the \$ doesn't match up	48	529.55	55.00	28,630.80
	15	46.08	55.00	2,595.40
		575.63		\$31,226.20
Volunteer Recycling Center	# of loads		Haul cost	Hauling Total
City of Portland	15		275.00	\$4,125.00
Portland Cares	0		137.50	\$0.00
				\$4,125.00
Monthly Dump Fee	\$31,226.20			
Monthly Haul Fee	\$4,125.00			
	\$35,351.20	July	2023	



CITY OF PORTLAND
GRANT PROGRAMS
SUE KIM – ADMIN. CLERK II
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615-325-6776

Grant Programs Monthly Report – July 2023

Active Projects

Safe Routes to School Grant <Portland West Middle School (PWMS)>

Railroad Crossing <Downtown Intersections - E Market, Main, E McGlothlin Street (CSX/TDOT)>

CMAQ (Congestion Mitigation and Air Quality) <Hwy 109 from College St. to Hwy 52>

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

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

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

Project Status

PWMS - Closing phase, waiting on TDOT to fix and update on TDOT side. Transportation Alternatives Program (TAP) fund is being used for this reimbursement.

Railroad Crossing – Need to setup Bidding date for the Constructions.

CMAQ – Waiting on TDOT to confirm budget amendment to include mast arms.

Scattersville – TDOT Processed construction pay request #1. City received payment confirmation on 8/11/2023.

Kirby Road & S. Russell Street Resurface –Design Phase and working on next reimbursement.

College Street Sidewalks – NEPA phase; additional surveys work is needed due to one property being on historic registry. TDOT approved additional funds for survey work. Once TDOT updates system to allow.

Reimbursement Status

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

Received STBG Scattersville Road & New Deal Potts Road project Construction phase reimbursement amount of \$ 297,765.64.



CITY OF PORTLAND

GRANT PROGRAMS

SUE KIM – ADMIN. CLERK II

100 SOUTH RUSSELL STREET

PORTLAND, TENNESSEE 37148

Telephone 615-325-6776

Name	Funding Type	Description	Total Contract Amount	Total City Expenditures	Current FY22-23 Reimbursement	Total Reimb. Amount
PWMS	SRTS&TAP	Sidewalks	\$ 261,987.00	\$ 199,108.25	\$ 142,936.94	\$ 169,701.00
Scattersville	STBG	Resurfacing	\$ 454,240.20	\$ 408,193.78	\$ 420.00	\$ 25,200.00
CMAQ	ITS	Traffic Signals	\$ 762,662.50	\$ 39,478.85	\$ 3,818.77	\$ 39,478.85
College	STBG	Sidewalks	\$1,139,215.00	\$80,009.03	\$ 36,499.58	\$ 36,499.58
Kirby&S. Russell	STBG	Resurfacing	\$446,295.00	\$22,012.50	\$ 9,685.50	\$ 9,685.50
Volkswagen Diesel	TDEC	Large Truck	\$98,437.50	\$148,950.00	\$ 98,437.50	\$ 98,437.50
Volkswagen Diesel	TDEC	Midum Trucks	\$113,328.75	\$157,900.00	\$118,425.00	\$118,425.00
			\$76,233.48	\$91,818.00	\$68,863.50	\$68,863.50



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 July 2023

- Submitted May 2023 DMR via the EPA CDX online portal. (7/7/23)
- Submitted May 2023 MOR's via certified mail. (7/6/23)
- Received results from first cycle of lead and copper testing on 7/6/23. Mailed required result notifications to customers who participated on 7/7/23.
- Spoke with 2 companies on 7/11/23 about stocking city lake with fish. Both companies will prepare a proposal and stocking schedule.
- Second cycle of lead and copper testing was delivered to Pace Analytical on 7/26/23.
- 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 68,085,000 gallons of potable water for distribution to customers.



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 – July 2023

- 5 Gas Services installed consisting of 2,123ft of ¾" service line pipe
- Repaired / rerouted damaged 3/4" gas service at CEMC Building
- Repaired Service Line Leak at 146 S Ray Rd
- Repaired 3" gas main leak at intersection of N Harris Ln and Shaub Rd
- Repaired 4" gas main excavation damage -738 Fowler Ford Rd
- 5 Yard restorations
- Leath Rd Gate Station Flow Controller annual calibration
- Welder replaced tongue / hitch on 2" pipe wagon
- Installed solar panel for Shaub Rd Regulator Station telemetry
- Site Grading at WTP Lagoon Dump Site
- Atmospheric Corrosion Inspections on residential and industrial gas meters-TPUC Requirement
- 2023 Valve Maintenance-TPUC Requirement
- 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



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: 8/1/2023

JULY MONTHLY REPORT

Construction continues at the Water Reclamation Facility. Plant Staffing took the CPR classes held at the Fire Department. We moved Chief Operator's Office upstairs. Plans are to use office downstairs for FOG/ Industrial Pretreatment and Operator Training Room. Laboratory Proficiency testing were done and we are waiting on the Lab results verification from ERA.

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

JULY 2023 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

- Service Leaks 13 total. All Services were renewed with new setters, meters w/ iTrons and Meter Boxes
 - ¾" Services (10)
 - 241 Providence Rd
 - 115 A Gayla Ct
 - 115 B Gayla Ct
 - 345 N Harris Rd
 - 104 Cody Ct
 - 106 Cody Ct
 - 3015 Oak Grove Church Rd
 - 658 N Broadway St
 - 135 Blackey Bandey Rd
 - 8783 Byrums Chapel Rd
 - 607 Old Hwy 31 W
 - 1" Services (2)
 - 9017 Eubanks Rd
 - 632 College St
 - 2" Service (1)
 - 124 B Davis St
- New Services/New Meters Installed
 - ¾" Services (7)
 - 104 Fleming Rd
 - 108 Fleming Rd
 - 6130 Red River School Rd
 - 129 Breanna Blvd (Road Bore)
 - 483 Meadows Rd (Road Bore)
 - 495 Meadows Rd (Road Bore)
 - 102 Kinsey Ct
 - ¾" Meters set in New services installed by Contractor
 - 210 A Kerr Way

- 210 B Kerr Way
 - 1865 Hwy 52 E
 - 373 Woods Rd
 - 377 Woods Rd
- Retired Blow off at 607 Old Hwy 31 W (no longer in use)
- Replaced Meter Boxes @ the following
 - 201 Thurman Kepley Rd
 - 1001 Dutch Creek Rd
- Installed Dynasonics Meter at pumphouse on Vaughn Pkwy and Jay Bird Dr.
 - Set itron on meter, configured meter to read with iTron.
- Set 2nd Dynasonics meter w/ itron at Peytons rear pump house.
- Executed (4) cut off lists
 - 4 lists totaled 126 cut offs
- Replaced residential meters with Kamstrumps and iTrons for 30 Caselle orders.
- Located Meter Boxes for Vanzora
 - 40 meter box locations.
- Ran Traffic service orders
- Performed Mark outs/locates
- Flushing/Adjusting Permanent Auto Flushers (17) and Temp Auto Flushers(5)
- Met with Representatives from Citco, Walter A Wood and M&H
- Hydrants on Denning Ford Rd (Fire Department used) did not shut off properly repaired.
 - Hydrant Hit by vehicle at intersection of Reed St and N Broadway ordered parts to repair hydrant.
 - Hydrant hit on S Broadway St in front of McDonalds. Hydrant will need to be replaced.



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 July 2023.

During the Month of July, 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 2 short notice locates.

We had a few "Service Calls" which resulted in rodding 4 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 doing repairs on lines. We had 3 new sewer inspections, 1 line replacement and 3 partial inspections of a large line replacement. We also had multiple Telemetry Call out with the heavy rains and flooding on the 1st and the 8th of the month. We measured manholes for inflow dishes and installed the ones that have arrived.

While checking the pump stations this month we found several problems. We pulled 11 clogged pumps and worked on multiple others. We repaired airlocked pumps, unclogged suction lines, changed 2 floats and we changed 3 start capacitors. We also replaced fuses, a drain plug, an air pump, and reset several pumps after the storms. We had to repair 2 broken force mains in the wet wells of pumpstations.

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 away. We made a repair from the 2022-point repair project, capped off 2 services, fixed a tap that was leaking we found, Core drilled a manhole for a tap and did 3-yard repairs.

We CCTV 11 services and 3 main lines for tap locations and needed repairs. We located taps for demo permits. We CCTV & cleaned 2 separate Storm Drain for Storm Water, looked at a hole forming to verify it was not due to a collapsed line, and cleaned out 5 pumpstations with the Vac Truck. We also used the vac truck for hydro excavation on several jobs.

This month we did final checks on projects Port North repairs, and Freedom Estates. We met with contractors and developers at Scattersville Acres, and 1500 Shoals Way for needed repairs to their lines and developments. We started to inspect the area at 124b Davis St to determine the condition of existing sewer lines. The Collection System had a total of 37 Overflows and 5 releases. 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 (PPE) Personal Protective Equipment.

Jon Harrison
Supervisor of Collections.

ORDINANCE

City of Portland, Tennessee

No. 23 – 46

First Reading

**AN ORDINANCE AMENDING CHAPTER 5, SECTIONS 5-501 TO 5-529, OF THE
MUNICIPAL CODE, PURCHASING POLICY**

WHEREAS, the City of Portland has established and approved by Ordinance a Purchasing Policy for the City; and

WHEREAS, the Purchasing Policy was last amended by Ordinance No.22-28 in April 2022; and

WHEREAS, the Board of Mayor and Aldermen have determined that the Municipal Code Chapter 5, Sections 5-501 to 5-529, for the City of Portland needs to be amended; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland, Tennessee that Chapter 5, Sections 5-501 to 5-529 of the Municipal Code shall be deleted in its entirety and replaced with the attached amended Purchasing Policy.

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Notice Published: Portland Sun- ; Portland Leader:

Public Hearing

Passed Second Reading:

Purchasing Policy

City of Portland, TN

5-501 Definitions. For the purpose of implementing this policy, the following definitions shall apply:

Accept. To receive with approval or satisfaction.

Acknowledgment. Written confirmation from the vendor to the purchaser of an order implying obligation or incurring responsibility.

Agreement. A coming together in opinion or determination; understanding and agreement between two or more parties.

All or none. In procurement, the City reserves the right to award each item individually or to award all items on an all or none basis.

Annual. Recurring, done, or performed every year.

Appropriations. Public funds set aside for a specific purpose or purposes.

Approved. To be satisfied with; admit the propriety or excellence of; to be pleased with; to confirm or ratify.

Approved equal. Alike, uniform; on the same plane or level with respect to efficiency, worth, value, amount or rights.

Attest. To certify the verity of a public document formally by signature; to affirm to be true or genuine.

Award. The presentation of a contract to a vendor; to grant; to enter into with all required legal formalities.

Awarded bidder. Any individual, company, firm, corporation, partnership, or other organization to whom an award is made by the city.

Back order. The portion of a customer's order undelivered due to temporary unavailability of a particular product or material.

Bid. A vendor's response to an Invitation for Bids or Request for Proposal; the information concerning the price or cost of materials or services offered by a vendor.

Bidder. Any individual, company, firm, corporation, partnership or other organization or entity bidding on solicitations issued by the city and offering to enter into contracts with the city.

Bid Bond. An insurance agreement in which a third party agrees to be liable to pay a certain amount of money should a specific vendor's bid be accepted, and the vendor fails to sign the contract as bid.

Bid file. A folder containing all the documentation concerning a particular bid. This documentation includes the names of all vendors to whom the invitation to bid was mailed, the responses of the

vendors, the bid tabulation forms, and any other information as may be necessary.

Bid opening. The opening and reading of the bids, conducted at the time and place specified in the invitation for bids and in the presence of anyone who wishes to attend.

Bid solicitation. Invitations for bids.

Blanket bid order. A type of bid used by buyers to purchase repetitive products. The city establishes its need for a product for a specified period. The vendor is then informed of the city's expected usage during the duration of the proposed contract. The city may then order small quantities of these items from the vendor, at the bid price, over the term of the contract.

Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or legal entity through which business is conducted.

Cancel. To revoke a contract or bid.

Capital items. Equipment which has a life expectancy of one year or longer. ~~and a value in excess of \$2,500. Additionally, real estate shall be considered a capital item.~~

Cash discount. A discount from the purchase price allowed to the purchaser if payment is made within a specified period.

Caveat emptor. Let the buyer beware; used in proposals or contracts to caution a buyer to avoid misrepresentation.

Certify. To testify in writing; to make known or establish as a fact.

City. The City of Portland, Tennessee.

Competitive Bidding. Bidding on the same undertaking or material items by more than one vendor.

Conspicuously. To be prominent or obvious; located, positioned, or designed to be noticed.

Construction. The building, alteration, demolition, or repair of public buildings, structures, highways and other improvements or additions to real property.

Contract. An agreement, grant, or order for the procurement, use, or disposal of supplies, services, construction, insurance, real property, or any other item.

Date. Recorded information, regardless of form or characteristic.

Delivery schedule. The required or agreed upon rate of delivery of goods or services.

Discount for prompt payment. A predetermined discount offered by a vendor for prompt payment.

Encumber. To reserve funds against a budgeted line item; to charge against an account.

Evaluation of bid. The process of examining a bid to determine a bidder's responsibility, responsiveness to requirements, qualifications, or other characteristics of the bid that determine the eventual selection of a winning bid.

Fiscal year. An accounting period of 12 months, July 1 through June 30.

F.O.B. destination. An abbreviation for free on board that refers to the point of delivery of goods. The seller absorbs the transportation charges and retains title to and responsibility for the goods until the City of Portland, Tennessee has received and signed for the goods.

Goods. All materials, equipment, supplies, and printing.

Invitation for bid. All documents utilized for soliciting bids.

Invoice. A written account of merchandise and process, delivered to the purchaser, a bill.

Lead time. The period of time from the date of ordering to the date of delivery which the buyer must reasonably allow the vendor to prepare goods for shipment.

Life cycle costing. A procurement technique that considers the total cost of purchasing, maintaining, operating, and disposal of a piece of equipment when determining the low bid.

Local bidder. A bidder who has and maintains a business office located within the corporate city limits of Portland, Tennessee.

Material receiving report. A form used by the department head or supervisor to inform others of the receipt of good purchased.

Performance bond. A bond given to the purchaser by a vendor or contractor guaranteeing the performance of certain services or delivery of goods within a specified period. The purpose is to protect the purchaser against a cash loss which might result if the vendor did not deliver as promised.

Pre-bid conference. A meeting held with potential vendors a few days after an invitation for bids has been issued to promote uniform interpretation of work statements and specifications by all prospective contractors.

Procurement or purchasing. Buying, renting, leasing, or otherwise obtaining supplies, services, construction, insurance, or any other item. It also includes functions that pertain to the acquisition of such supplies, services, construction, insurance, and other items, including descriptions of requirements, selection and solicitation of sources, preparation and award of contracts, contract administration, and all phases of warehousing and disposal.

Public. Open to all.

Public purchasing unit. Means the State of Tennessee, any county, city, town, governmental entity and other subdivision of the State of Tennessee, or any public agency, or any other public authority.

Purchase requisition. A document from the department desiring items) or services to be purchased on their behalf that outlines the description, quantity, estimated cost and the account distribution for the item(s) or services being requested.

Purchasing order. A legal document used to authorize a purchase from a vendor. A purchase order, when given to a vendor, should contain statements about the quantity, description, and price of goods or services ordered, agreed terms of payment, discounts, date of performance, transportation terms, and all other agreements pertinent to the purchase and its execution by the vendor.

Reject. Refuse to accept, recognize, or make use of; repudiate, to refuse to consider or grant.

Responsive bidder. One who has submitted a bid which conforms in all materials respects to the invitation for bids.

Sealed. Secured in any manner to be closed against the inspection of contents.

Sole source procurement. An award for a commodity which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.

Specifications. Any description of the physical or functional characteristics of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Standardization. The making, causing, or adapting of items to conform to recognized qualifications.

Using Department. The City Department seeking to purchase goods and services, or which will be the ultimate user of the purchased goods and services.

Vendor. The person who transfers property, goods, or services by sale.

5-502. Purchasing Agent. The Finance Director shall be the purchasing agent for the municipality. Except as otherwise provided in this policy, all supplies, materials, equipment, and services of any nature shall be approved and acquired by the purchasing agent or his/her representative (Purchasing Administrator).

5-503. General Procedures. Our Charter requires that the Purchasing Policy be established and implemented by ordinance with the bid limits. ~~established at an upper limit of no greater than \$25,000.00 and a lower limit at 40% of the upper limit. As such, this Purchasing Policy is establishing an upper limit of \$25,000.00 and the lower limit of 40% of the upper limit, \$10,000.00.~~ This Purchasing Policy is establishing an upper limit of \$50,000.00 and the lower limit of 40% of the upper limit, \$20,000.00.

All purchases made from funds subject to the authority of this policy shall be made within the limits of the approved budget and/or the appropriations for the department, office, or agency for which the purchase is made. The following procedures shall be followed by all City employees when purchasing goods or services on behalf of the City.

The department head of the using department shall deliver to the Purchasing Administrator a written or electronic purchase requisition for the item(s) to be purchased. Such request shall include a brief description of the item(s) to be purchased, specifications for the item(s) being purchased, the estimated cost of the item(s), shall indicate whether the item(s) have been approved in the annual budget and the account distribution for the purchase. Additionally, at least three quotes should be obtained and included with the purchase requisition if practical. A minimum of two quotes are required unless a single source purchase. A Department Head can approve a purchase that is within a budgeted line item up to a limit of \$5,000.00. Amounts over \$5,000.00 must be approved by the Finance Director and Mayor. ~~unless they have been previously approved by action of the council.~~

The Purchasing Administrator shall review the purchase requisition for completeness and accuracy and proper approvals. A purchase order will be generated from the information and

a purchase order package completed to be given to the Purchasing Agent (Finance Director) for review and approval. Orders will be placed from approval purchase orders.

For specific dollar limits additional procedures will be followed as follows:

- 1) *Items Expected to Cost More than ~~\$25,000.00~~ \$50,000.00.* These item(s) or service(s) should have followed the additional procedures for sealed bid requirements.

1. The person issuing the requisition should additionally include a copy of the resolution/ordinance number approving the bid. Ordinance for approval on bids/contacts for over \$50,000.00.
2. The Purchasing Administrator shall review that the respective board approved resolution or ordinance authorizing the acceptance of the bid for the respective item(s) or service(s) is attached.

- 2) *Items Expected to Cost ~~\$10,000.00 to \$25,000.00~~ \$20,000.00 to \$50,000.00*

- (1) The person issuing the requisition should additionally include the quotes, tally sheets or other quote information from at least 3 suppliers for the item(s) being purchased. The normal should be three (3) quotes for all purchases, but two (2) will be acceptable if a third is not readily available. The lowest quote information should be used to generate the purchase requisition. If the lowest quote is not used, then an explanation should be attached explaining the reasoning for the deviation. The requisition package should be presented to the Finance Director and Mayor for approval before being delivered to the Purchasing Administrator for processing.
- (2) The Purchasing Administrator shall review that the required quotes are attached and that either the lowest quote was accepted or that proper explanation for acceptance of the higher quote is included along with proper approval by the Finance Director and Mayor.

5-504. Rejection of Bids. The Purchasing Agent shall have the authority to reject any and all bids, parts of bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby. The Purchasing Agent shall not accept the bid of a vendor or contractor who is in default on the payment of taxes, licenses, fees or other monies of whatever nature that may be due the city by said vendor or contractor.

5-505. Conflict of Interest. All employees who participate in any phase of the purchasing function are to be free of interests or relationships which are actually or potentially hostile or detrimental to the best interests of the City of Portland and shall not engage in or participate in any commercial transaction involving the city, in which they have a significant interest.

5-506. Purchasing From Employee. It shall be the policy of the city not to purchase any goods or services from any employee or close relative of any city employee without the prior approval of the Mayor for purchases under \$1,000. Amounts over \$1,000 require Board of Alderman approval.

5-507. Sealed Bid Requirements ~~Greater than \$25,000.00~~ **\$50,000.00**

- (1) On all purchases and contracts estimated to be more than ~~twenty-five thousand dollars (\$25,000.00)~~, **fifty-thousand dollars (\$50,000.00)**, except as otherwise provided in this policy, formal sealed bids shall be submitted at a specified time and place to the Purchasing Agent or the Purchasing Administrator. The Purchasing Agent and/or the respective department head shall submit all such bids for award by the Board of Mayor and Aldermen at the next regularly scheduled Board meeting or special-called meeting together with the recommendation as to the lowest responsive bidder.
- (2) Notice inviting bids shall be published at least once in a newspaper of general circulation in Sumner County or published electronically on City of Portland's official website, at least five days preceding the last day to receive bids. The newspaper notice or electronic notice shall contain a general description of the item(s) to be secured, and the date, time, and place for opening bids.
- (3) In addition to publication, the Purchasing Agent may take other actions deemed appropriate to notify all prospective bidders of the invitation to bid, including, but not limited to, advertisement in community bulletin boards, metropolitan newspapers, professional journals, and electronic media.

5-508. Competitive Bidding ~~\$10,000.00 to \$25,000.00~~. **\$20,000.00 to \$50,000.00**

- 1) All purchases of supplies, equipment, services, and contracts estimated to cost between ~~ten thousand dollars (\$10,000.00) and twenty-five thousand dollars (\$25,000.00)~~, **twenty-thousand dollars (\$20,000.00) and fifty-thousand dollars (\$50,000.00)** shall be by competitive bidding and may be awarded to the lowest responsive bidder.
- 2) Bids shall be requested from at least three (3) suppliers of the goods or services to be purchased or leased; and these requests for bids shall be made by the representative department head and shall be submitted, along with the purchase requisition, for approval by the Mayor and/or Finance Director. A written record shall be required and available for public inspection showing that competitive bids were obtained by one of the following methods:
 - (1) Direct mail advertisement.
 - (2) Telephone bids.

(3) Public Notice.

3) The Purchasing Agent shall verify account balances, prior to issuing approval to purchase. If the lowest bid is not used, a statement of reason must be provided to Purchasing Agent.

4) In the Purchasing Agent's absence, the Mayor shall designate a suitable substitute to perform the Purchasing Agent's duties.

5-509. Purchases and Contracts Costing Less Than \$10,000.00 \$20,000.00. The Purchasing Agent or Department Head is expected to obtain the best prices and services available for purchases and contracts estimated to be less than \$10,000.00 \$20,000.00 but are exempted from the formal bid requirements specified in Sections 7 and 8 of this policy. However, at least three quotes should be obtained to assure the best pricing is being obtained when practical. The quotes should be attached to the purchase requisition.

5-510. Bid Deposit. When deemed necessary, bid deposits may be prescribed and noted in the public notices inviting bids. The deposit shall be in such amount as the purchasing agent shall determine and unsuccessful bidders shall be entitled to a return of such deposits within fifteen (15) calendar days of the bid opening. A successful bidder shall forfeit any required deposit upon failure on his/her part to enter a contract within fifteen (15) days after the award.

5-511. Performance Bond. The Purchasing Agent may require a performance bond before entering into a contract, in such amount as he/she shall find reasonably necessary to protect the best interests of the city and furnishers of labor and materials in the penalty of not less than the amount provided by Tennessee Code Annotated.

5-512. Record of Bids. The Purchasing Agent shall keep a record of all open market orders and bids submitted in competition thereon, including a list of the bidders, the amount bid by each, and the method of solicitation and bidding, and such records shall be open to public inspection and maintained in the Finance Director's office. As a minimum, the bid file shall contain the following information:

- 1) Request to start bid procedures.
- 2) A copy of the bid advertisement.
- 3) A copy of the bid specifications.
- 4) A list of bidders and their responses.
- 5) A copy of the purchase order.

5-513. Considerations in Determining Bid Awards. The following criteria shall be considered in determining all bid awards:

1. The ability of the bidder to perform the contract or provide the material or service required.

2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder. This should be documented evidence.
4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
5. The quality of performance of previous contracts or services, including the quality of such contracts or services in other municipalities, or performed for private sector contractors.
6. The sufficiency of financial resources and the ability of the bidder to perform the contract or provide the service.
7. The ability of the bidder to provide future maintenance and service for the use of the supplies or contractual service contracted.
8. Compliance with all specifications in the solicitation for bids.
9. The ability to deliver and maintain any requisite bid bonds or performance bonds.
10. Total cost of the bid, including life expectancy of the commodity, maintenance costs, and performance.

5-514. Award Splitting. If total savings generated is less than \$1,000.00, bids awards shall not be split among two or more bidders.

5-515. Statement When Award Not Given to Low Bidder. When the award for purchases and contracts ~~more than \$10,000.00~~ is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Purchasing Agent or Department Head and filed with all the other papers relating to the transaction.

5-516. Award in Case of Tie Bids. When two or more vendors have submitted the low bid, the following criteria shall be used to award the bid:

1. If all bids received are for the same amount, quality of service being equal, the purchase contract shall be awarded to the local bidder.
2. If two or more local bidders have submitted the low bid, the criteria of Section 13 will be used to award the bid. If the criteria of Section 13 being equal, the purchase contract shall be awarded by a coin toss or drawing lots.

3. If no local bids are received and two or more out-of-town bidders have submitted the low bid, the criteria of Section 13 will be used to award the bid. If the criteria of Section 13 being equal, the purchase contract shall be awarded by a coin toss or drawing lots.
4. When the award is to be decided by coin toss or drawing lots, representatives of the bidders shall be invited to observe. In no event shall such coin toss or drawing lots be performed with less than three witnesses.

5-517. Back Orders. All orders must be completed, whether through complete fulfillment of the purchase order or through closing the purchase order with items not received. The non-delivered items shall be cancelled from the purchase order and the check will be issued to the equal amount of the amended purchase order.

5-518. Emergency Purchases. When in the judgment of the Mayor and/or Purchasing Agent that an emergency exists, the provisions of this policy may be waived; provided, however, the Purchasing Agent shall report the purchases and/or contracts to the Board of Mayor and Aldermen at the next regular Board meeting stating the item(s) purchased, the amount(s) paid, from whom the purchase(s) was made, and the nature of the emergency.

5-519. Waiver of the Competitive Bidding Process. Upon the recommendation of the Mayor, and the subsequent approval of the Board of Mayor and Aldermen through resolution, that it is clearly to the advantage of the City not to contract by competitive bidding, the requirements of competitive bidding may be waived provided that the following criteria are met and documented in the resolution:

1. *Single Source of Supply.* The availability of only one vendor of a product or service within a reasonable distance of the city as determined after a complete and thorough search by the using department and the Purchasing Agent. A letter from the vendor stating they are single source or sole source provider must be on file with the Finance Director.
2. *State Department of General Services.* Purchase the product or service through or in conjunction with the State Department of General Services or via a state contract.
3. *Purchase from Other Governmental Entities.* Purchase of used or secondhand items from any other government. In addition, the purchase of used or secondhand items can be purchased from any private individual or entity as long as the city documents the range of value of the purchased item through a nationally recognized publication or licensed appraiser and the price paid is no more than 5% higher than the documented range.
4. *Purchase on Other Governmental Entities bid.* Purchase equipment from a vendor under the same price and terms of a legal bid initiated by any other governmental unit of the state. This authorization does not apply to the purchase of new general

purpose motor vehicles or purchases related to any transportation infrastructure project. Special purpose vehicles are allowed under this provision.

5. *Cooperative Purchasing Agreements.* Purchase of any supplies, services, or joint construction with one or more local governments under a cooperative purchasing agreement. An agreement must be entered into between the participants.
6. *Joint or multi- party agreements.* Participation in a joint or multi-party master agreement by adopting a resolution accepting the terms of the master agreement. Documentation must be acquired and maintained showing that the procuring entity complied with its own purchasing requirements. This authorization does not apply to new motor vehicles, construction engineering or architectural services or construction materials. This provision applies to in-state and out-of-state organizations.
7. *Purchases from Non-Profit Organizations.* A thorough effort was made to purchase the goods or services from any non-profit organization whose sole purpose is to provide goods and services specifically to municipalities.
8. *Purchases from Tennessee State Industries.* A thorough effort was made to purchase the goods or services from Tennessee State Industries (prison industries).

5-520. Goods and Services Exempt from Competitive Bidding. The following goods and services need not be awarded based on competitive bidding; provided, however, that the Purchasing Agent and/or the Department Head shall make a reasonable effort to assure that such purchases are made efficiently and in the best interest of the City:

1. *Certain Insurance.* The City may purchase insurance (all forms), without competitive bidding, from the Tennessee Municipal League or any other plan offered by a governmental entity representing cities and counties. All other insurance plans, however, are to be awarded based on competitive bidding or request for proposal.
2. *Certain Investments.* The City may make investments of municipal funds in, or purchases from, the pooled investment fund established pursuant to *Tennessee Code Annotated* 9-17-105.
3. *Motor Fuel, Fuel Products, or Perishable Commodities.* Such commodities may be purchased without competitive bidding.
4. *Professional Service Contracts.* Any services of a professional person or firm, including attorneys, accountants, physicians, architects, engineers, and other consultants required by the City may be hired without competitive bidding. In those instances where such professional service fees are expected to exceed \$1,000.00, a written contract shall be developed and approved by the Board of Mayor and Aldermen prior to the provision of any goods or services. Contracts for professional

services shall not be awarded based on competitive bidding; rather, professional service contracts shall be awarded on the basis of recognized competence and integrity.

5-521. Procedures upon Taking Delivery of Purchased Items. Before accepting delivery of purchased equipment, supplies, materials and other tangible goods, the department head of the using department shall:

1. Inspect the goods to verify that they are in acceptable condition.
2. Verify that all operating manuals and warranty cards are included in the delivery of the goods, if applicable.
3. Verify that the number of items purchased has been delivered; making special note when part or all of a particular purchase has been back ordered.
4. Record serial numbers for all capital items, notifying the Finance Director of same.
5. Complete and return to the Purchasing Agent a Material Receiving Report form.

5-522. Property Control. A physical inventory of the City's fixed assets shall be taken at least once every three years. The goals of the inventory shall be as follows:

1. To identify unneeded and duplicate assets.
2. To provide a basis for insurance claims, if necessary.
3. To deter the incidence of theft and negligence.
4. To aid in the establishment of replacement schedules for equipment.
5. To note transfers of surplus property.

To be classified as a fixed asset, an item must be tangible, have an expected life longer than the current fiscal year, and have a value of at least \$5,000.00. Any property or equipment that meets these criteria shall be assigned an asset number (affixed with a property sticker) and have a completed property card. Such records shall be controlled and maintained by the Finance Director.

5-523. Disposal of Surplus Property. The Purchasing Agent is responsible for directing the effective disposal of surplus and obsolete property. Surplus and obsolete property may be auctioned, transferred, sold, offered as a trade-in, donated, scrapped, or destroyed. Board of Mayor and Aldermen approval, through resolution, is required before disposal of surplus property whose value is \$2,500.00 or more.

5-524. Surplus Property Procedures. The Purchasing Agent or designee shall survey the departments at least annually to determine if surplus and/or obsolete property is on hand for disposal; however, departments shall identify and report to the Purchasing Agent anytime property is determined to be obsolete or surplus to the department. Each department shall prepare a list of all surplus and scrap property on hand and submit to the Purchasing Agent. In the event that a need for immediate disposal is required, a department may notify the Purchasing Agent by written memorandum and request appropriate action. Depending on the nature of the item, the Purchasing Agent may choose one of the following methods of disposition:

- A. Transfer. Once a list of surplus and obsolete property has been developed, the Purchasing Agent will circulate an “availability list” among all departments. The Purchasing Agent may approve the inter-departmental transfer of surplus items, or if a transfer is not feasible, or there is no response to an item appearing on the availability list, then the Purchasing Agent may dispose of the property by any approved means deemed appropriate.
- B. Trade-In. When a user department needs to purchase an item to replace obsolete or worn-out equipment, it is sometimes possible to trade-in old equipment. Trade-in shall not be used as an expedient or easy method of disposal. If a trade-in is accepted on a particular piece of equipment or item, the invitation for bid shall call for bid prices with and without trade-in and indicate that award may be made on either basis. The Purchasing Agent shall compare the trade-in with the best-expected sale price for the obsolete items. This procedure requires documentation of the comparison of the approximate values for each method of disposal.
- C. Sale. All sales of surplus, obsolete, or abandoned property shall be conducted by the Purchasing Agent or designee by one or more of the following methods.
 - a. Public Auction. Auctions are advertised to the general public in the newspapers, posted in the municipal building, and in some cases, notices are circulated among interested parties and organizations in an appropriate auction bulletin. The City may opt to hire an auctioneer, and/or handle the proceedings utilizing staff personnel. For all auctions, the following procedures shall be observed:
 - List general categories for sale
 - Interested parties will be allowed time to inspect the items before the auction. Property for sale shall be placed in proper condition by user departments in order to obtain maximum return of the property to be sold.
 - As items are sold, a list shall be compiled with the item description, the sales price and the inventory control tag number.

- Items to be sold to the highest bidder. Only cash, certified checks, money orders or bank checks will be accepted.

- b. Online or Internet Auction. Property may be auctioned utilizing the Internet either through a third-party online auction company or other Internet means as may now or later be available. The sale of property listed for disposal through the internet will comply with all the terms and conditions of sales as listed hereafter. Acceptable payment methods shall include cash, certified or cashier checks, credit card or other electronic fund transfer methods. Internet auctions may be but are not required to be advertised to the general public in newspapers, postings or other means as maybe required for public auction sales.
- c. Sealed Bids. Sealed bidding procedures shall not apply when property is sold by either public auction or Internet Auction. Sealed bids shall be advertised in the local newspaper(s). Prospective bidders may be mailed a bid with a description of the item(s) for sale; location of item(s) for inspection and the bid opening date.
- d. Sale of Salvage Items. If none of the methods mentioned above are feasible or possible or if the item is of nominal value (less than \$200), then the Purchasing Agent, depending on the nature of the item, may, after public notice listing all items, sell to a second-hand dealer, scrap dealer, recycler, or junk dealer, or a responsible bidder.

D. Donations. Items valued at \$250.00 or more shall not be donated without remuneration unless approved by the Board of Mayor and Alderman.

E. Destroy. With the approval of the Purchasing Agent, surplus property which cannot be transferred, traded-in, sold or donated may be destroyed in an appropriate manner.

5-525 . Terms and Conditions of Sale. Depending on the nature of the items and the method of sale selected, the following terms and conditions shall be used:

- A. Inspection. Prospective buyers will be allowed time prior to the sale to inspect items.
- B. Warranty. No express warranty or guarantee of any kind is given by the City of Portland as to the description, quality, condition, or any other aspect of any item put on sale and no claim for allowance on such ground will be considered. The City of Portland disclaims all implied warranties, including the implied warranties of merchantability or fitness for a particular purpose. No City official, employee or agent of the City has the authority to make or give any warranty of any kind whatsoever. All items are offered for sale “as is” “where at” and “without recourse”.

- C. Reservation. The City of Portland reserves the right to accept or reject any or all bids if, in the opinion of the Purchasing Agent, such action would be in the best interest of the City.
- D. Removal. The successful bidder will be required to furnish all labor and equipment at their own risk and expense necessary for the removal of any items bid upon within a period of three (3) business days after notification or acceptance of bid by the City. Any item not called for or left behind for a period of more than five (5) business days after the date of acceptance of bid will be considered abandoned, and the City shall have the right to dispose of same in any manner whatsoever.
- E. Minimum Price. In some instances, the Purchasing Agent may establish minimum prices for any item being disposed.

5-526. Employee Participation in Disposal of Surplus Property. City employees shall only be permitted to bid on surplus property in a sealed bid process or auction process; and no surplus property shall be given to a city employee by the Board of Mayor and Aldermen, the Purchasing Agent or any city department head. For the purposes of this policy, members of the Board of Mayor and Aldermen cannot bid on or receive surplus property. This provision is not applicable to items of nominal value (less than \$25.00). Additionally, no city employee is allowed to bid in any manner on items that they have been involved in the confiscation of or determination of surplus of the property.

5-527. Surplus Property: City Identification Removed Prior to Sale. No surplus city property shall be sold unless and until all decals, emblems, lettering, or coloring which identifies the item as belonging to the City of Portland have been removed or repainted.

5-528. Liability for Excess Purchases. This ordinance shall authorize only the purchase of materials and supplies and the procurement of contracts for which funds have been appropriated and are within the limits of the funds estimated for each department in the annual budget or which have been authorized and lawfully funded by the Board of Mayor and Aldermen. The City shall have no liability for any purchase made in violation of this ordinance.

5-529. Additional Forms and Procedures. The Purchasing Agent is hereby authorized and directed to develop such forms and procedures as are necessary to comply with this ordinance.

RESOLUTION

City of Portland, Tennessee

No. 23 - 84

A RESOLUTION APPROVING THE RE-APPOINTMENTS OF FOUR MEMBERS TO THE PORTLAND AIRPORT AUTHORITY

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

WHEREAS, the term of Douglas Hunter expired May 15, 2023; the term of Gravis Birdwell expired June 23, 2023; the terms of Ken Webb and Robert Culbreath expired August 19, 2023. All have consented to serve another term on the board; and

WHEREAS, the following is hereby re-appointed by the Mayor and City Council for another term:

Member Name	Term Expiration
Douglas Hunter	May 15, 2028
Gravis Birdwell	June 23, 2028
Ken Webb Robert Culbreath	August 19, 2028

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Portland that the above stated member are hereby re-appointed to serve on the Airport Authority of the Portland Municipal Airport; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 23 - 40

Second 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. ACCESORY OFF-STREET PARKING AND LOADING REQUIREMENTS

**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: August 7, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 - 41

Second 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.

Mike Callis, Mayor

Rachel Slusser, City Recorder

Passed First Reading: August 7, 2023

Passed Second Reading:

RED RIVER SCHOOL RD 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) 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) lots receiving the water taps. Said schematic plan must show the eight (8) 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:
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_____	_____
-------	-------

_____	_____
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

Second 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.

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: August 7, 2023

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 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. 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 (i) a total SURETY amount of **\$827,000** for the PROJECT's utilities and (ii) 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.

V. 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..

VI. 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
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_____ TITLE	_____ TITLE
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ATTEST:	ATTEST:
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_____	_____
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_____ TITLE	_____ TITLE
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CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

_____ MAYOR APPROVED AS TO FORM:	_____ DATE
--	---------------

BY: _____ CITY ATTORNEY	_____ DATE
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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.

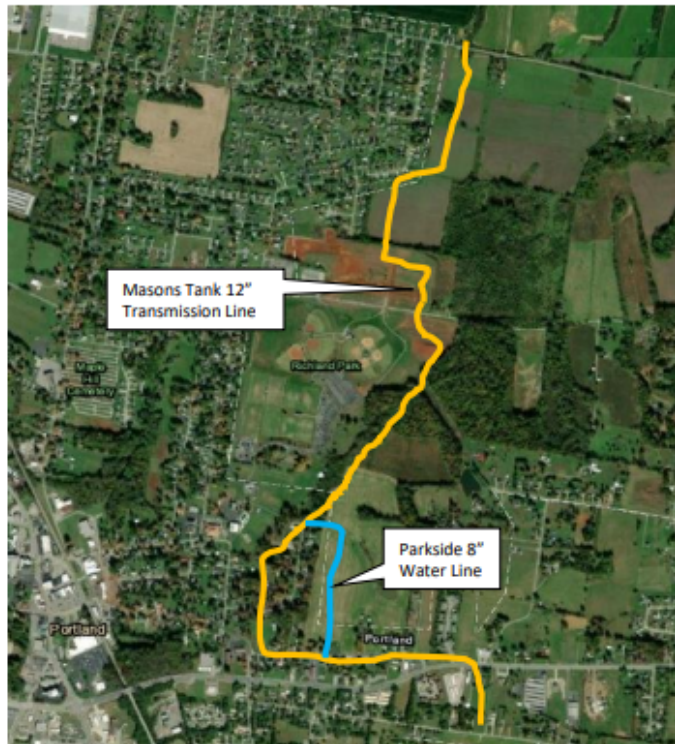
This development will require the replacement of the existing station. The wet well of the station is adequately sized for the current flow and the proposed flow from your development. New pumps, piping, and associated

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.



<u>PROJECT</u>	<u>ESTIMATED COST</u>
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

Second 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: August 7, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 44

Second 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: August 7, 2023

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

Second 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: August 7, 2023

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
APPROVED AS TO FORM:

DATE

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.

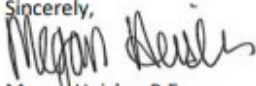
Off-site Water Improvements:

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 – 85

A RESOLUTION APPROVING DESIGN AND INSTALLATION OF A 12 INCH WATER LINE ALONG HWY 52 FOR THE PURPOSE OF PROVIDING INCREASED FIRE PROTECTION

WHEREAS, the City of Portland recognizes the need to increase volume, pressure, and fire protection in certain parts of the City; and

WHEREAS, the Hwy 52 West corridor from Searcy Lane to Hwy 109 is seeing increased commercial development and needs fire flow; and

WHEREAS, the Utility department will engage third-parties to survey, design, and install a 12-inch water line along Hwy 52W from Searcy Lane to Sandye Avenue; and

WHEREAS, the City will engage lending institutions for the financing of the project; and

WHEREAS, each new project to be serviced by the new water line will pay a pro-rata share of cost based on unit pricing and will be responsible for all other tap, capacity, and connection fees as normal; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen that a 12-inch water line along Hwy 52W from Searcy Lane to Sandye Avenue be installed.

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 – 47

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH OHM ADVISORS TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF PORTLAND 2023 HIGHWAY 52 WATER MAIN IMPROVEMENTS PROJECT

WHEREAS, this project is deemed necessary to improve water system capacity and to install a new 12-inch water line to improve fire protection along Highway 52W from Searcy Lane to Sandye Avenue; and

WHEREAS, OHM Advisors fee shall not exceed \$64,050 which provides the following services; and

Task 1 – Preliminary Design	\$ 13,000
Task 2 – Final Design / Permitting	\$ 16,000
Task 3 – Bid Phase Services	\$ 9,000
Task 4 – Construction Administration Services	\$ 16,000
Task 5 – Resident Project Representative Services	\$ 7,000
Reimbursable Expenses	\$ 1,000
<u>Incidentals 5%</u>	<u>\$ 3,050</u>
Total Estimated Fee	\$ 64,050

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the OHM Advisors agreement in the amount not to exceed \$64,050 to provide engineering services for the 2023 Highway 52 Water Main Improvements Project; 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:



August 15, 2023

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

**Re: Proposal for Technical & Professional Services
2023 Highway 52 Water Main Improvements
City of Portland, Tennessee**

Dear Mr. Price,

OHM ADVISORS (OHM) is pleased to provide this Proposal for technical and professional services. The City of Portland (CLIENT) would like to construct a new 12" water main approximately 3,300 Linear Feet in length. The water main will connect to an existing 12" at Searcy Lane and run toward Sandye Ave along the north side of Highway 52. The water main has been identified through hydraulic modeling as necessary to provide greater fire flow capacity to the area. On an August 14th call with CLIENT staff, a preliminary route for the 12" water main was reviewed and is shown on the attached Preliminary Route Exhibit.

PROJECT UNDERSTANDING

OHM has worked with the CLIENT to establish a preliminary route for the 12" water main, an approximate length of 3,300 linear feet. The preliminary route connects to an existing 12" water main in the northeast corner of Searcy Ln and Highway 52, runs east along Highway 52, and ends at the existing 6" at Sandye Ave.

CLIENT RESPONSIBILITIES

The CLIENT will locate any utilities not apparent in the field. The CLIENT will also review 30% drawings to confirm alignment and 90% drawings prior to final design documents being issued.

The CLIENT will make payment for all permit application fees as well as agency approval review costs. OHM ADVISORS has not included the cost of these in our Fees summarized herein.

SCOPE OF SERVICES

Task 1: Preliminary Design (30%)

OHM ADVISORS will complete preliminary design efforts for the proposed 12" water main. Specific work efforts include:

- ▶ Conduct field visit along initial preliminary route.
- ▶ Confirm TDOT ROW limits.
- ▶ Preliminary horizontal and vertical alignment of 12" water main.
- ▶ 30% Design Drawings
- ▶ Outstanding issues identified at this time will be addressed during the design phase.

Task 2: Final Design and Permitting

Upon the CLIENT approving the 30% Design submittal, OHM ADVISORS will complete the design effort. Specific work efforts under this task include:

- ▶ Final alignment of 12" water main.



- ▼ 90% Design Drawings for Client review.
- ▼ Deliver Final Construction Documents to CLIENT.
- ▼ Project Specifications and Contract Documents.
- ▼ Deliver Final Construction Documents to CLIENT.
- ▼ Submit TDOT Highway 52 encroachment permit.
- ▼ Submit to TDEC DWS.
- ▼ Submit Notice of Intent / SWPPP.
- ▼ Opinion of Probable Construction Cost.

Task 3: Bid Phase Services

Upon receiving Approval from the Agencies, the CLIENT can authorize OHM to proceed with Bid Phase Services. Specific work efforts under this task include:

- ▼ Preparing Advertisement for Bid. The CLIENT will post Advertisement in the local newspaper if desired. OHM will post Advertisement on QuestCDN for online bidders. OHM can notify Contractors (approved by the CLIENT) directly of the project opportunity.
- ▼ Addressing Bidder questions.
- ▼ Issuing Addenda.
- ▼ Conducting Bid Opening.
- ▼ Generate Recommendation for Contract Award.

Task 4: Construction Administration Services

Upon the CLIENT approving the Contract Award, OHM will commence with the Construction Administration Services. Specific work efforts under this task include:

- ▼ Develop / Deliver Conformed Documents.
- ▼ Pre-Construction Conference.
- ▼ Submittal & RFI (Request for Information) Processing.
- ▼ Monthly Progress Meetings. (2)
- ▼ Pay Estimate Processing. (2)
- ▼ Daily Field Report Tracking.
- ▼ Change Order Review & Processing.

Task 5: Resident Project Representative (RPR) Services

Upon the commencement of construction, OHM 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



ASSUMPTIONS AND CLARIFICATIONS

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

- ▼ The existing survey completed by TDOT as part of the by-pass project will be utilized as base ROW and utility location reference file. The survey is incomplete between W Market St. and Sandye Avenue and will be supplemented with field GPS data collection.
- ▼ The Design Fee is based on the estimated quantity of 12" water main identified in the Project Understanding, and the approximate preliminary route. Additional engineering design may be necessary if a different alignment is preferred during the preliminary routing phase. Should any of these assumptions identified in this paragraph not be confirmed, the additional services will be outlined, and a Design Fee amendment may be required.
- ▼ The Fee Schedule takes into account a preliminary estimate of the construction schedule when determining an amount not to exceed for Construction Administration Services. Attendance at monthly progress meetings is based on the number of months projected for allowing the Contractor to work. The number of Pay Estimates to process are also predicated on the number of months projected for allowing the Contractor to work.
- ▼ The Schedule presented herein assumes that the CLIENT will review milestone submittals, provide comments, and return design documents to OHM within 14 calendar days; Final Design documents need to be returned within 7 calendar days.
- ▼ The RPR services is assumed to be conducted currently with other active construction projects Masons and Oak Hill. The limited scope of this project should allow for periodic observation between these jobs and includes 10 hours of RPR per week for the 2 month construction duration.
- ▼ The Standard Terms and Conditions and Billing Rates apply, with the exception of RPR. RPR shall have a bill rate of \$85/hr.

SCHEDULE

Assuming authorization by August 21st, OHM ADVISORS will commence work according to the following schedule milestones:

- | | |
|---|--------------------|
| ▼ Task 1 – Preliminary Design 30% | September 15, 2023 |
| ▼ Task 2 – Final Design / Permitting | October 20, 2023 |
| ▼ Task 3 – Bid Phase Services | |
| ○ Advertisement for Bid | November 3, 2023 |
| ○ Bid Opening | November 17, 2023 |
| ○ Contract Award | December 15, 2023 |
| ▼ Task 4 – Construction Administration Services | |
| ○ Pre-Construction Conference | January 20, 2024 |
| ○ Construction Start Date (Dependent on receipt of materials) | February 16, 2024 |
| ○ Construction Substantial Completion Date (45-days duration) | April 2, 2024 |
| ○ Construction Final Completion Date (2-month duration) | April 17, 2024 |

FEE

OHM proposes to provide the Scope of Work included in this Proposal Amendment on an hourly basis per rates presented in the original proposal, and shall not exceed \$61,000 based on the task breakdown:

▼ Task 1 – Preliminary Design	\$ 13,000
▼ Task 2 – Final Design / Permitting	\$ 16,000
▼ Task 3 – Bid Phase Services	\$ 9,000
▼ Task 4 – Construction Administration Services	\$ 16,000
▼ Task 5 – Resident Project Representative Services	\$ 7,000
▼ Reimbursable Expenses	\$ 1,000
Total Estimated Fee	\$ 61,000

Should deviations in the Scope of Work cause additional work tasks or Additional Services be required, an amendment

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to this Proposal Amendment will be necessary. The conditions established herein will be the basis of such amendment.

TERMS AND CONDITIONS

Our Standard Terms and Conditions (Exhibit 2) is attached.

ACCEPTANCE

If you find our proposal to be acceptable, a signature on the enclosed copy of this letter and initials on the Standard Terms and Conditions and Standard Hourly Rates will serve as our authorization to proceed. A signed copy of this proposal can be returned via email to my attention Brian.Whitaker@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 615-610-5248.

Orchard, Hiltz, & McCliment, Inc.

OHM Advisors

Brian H. Whitaker, P.E., CPESC
Principal

August 15, 2023

Date

City of Portland

CLIENT

(Name)

(Title)

Date

Attachments: Exhibit 1 – 2023 Hourly Rate Schedule
 Exhibit 2 – Standard Terms and Conditions
 Exhibit 3 – Preliminary Route Map



Exhibit 1
2023 Standard Hourly Rates

Rates as reflected subject to review and adjustment on an annual basis.

Professional Engineer IV/Architect IV	\$195.00
Professional Engineer III/Architect III	\$175.00
Professional Engineer II/Architect II	\$158.00
Professional Engineer I/Architect I	\$142.00
Graduate Engineer IV	\$153.00
Graduate Engineer III	\$145.00
Graduate Engineer II	\$135.00
Graduate Engineer I	\$125.00
Project Specialist II	\$178.00
Project Specialist I	\$140.00
Graduate Architect III/Landscape Architect III	\$140.00
Graduate Architect II/Landscape Architect II	\$122.00
Graduate Architect I/Landscape Architect I	\$115.00
Technician IV	\$150.00
Technician III	\$132.00
Technician II	\$112.00
Technician I	\$100.00
Engineering/Architectural Aide	\$75.00
Professional Surveyor III	\$167.00
Professional Surveyor II	\$155.00
Professional Surveyor I	\$142.00
Graduate Surveyor	\$120.00
Surveyor III	\$125.00
Surveyor II	\$115.00
Surveyor I	\$95.00
Surveyor Aide	\$75.00
Planner IV	\$165.00
Planner III	\$150.00
Planner II	\$127.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$110.00
Administrative Support	\$90.00
Clerical Aide	\$75.00
Principal	\$230.00
Sr. Associate	\$210.00
Associate	\$200.00
2-Man Survey Crew w/Equipment	\$180.00
1-Man Survey Crew w/Equipment	\$130.00
Drone Crew	\$180.00



Exhibit 2 STANDARD TERMS and CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Tennessee firm, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of



whether the claim sounds in breach of contract, tort, or otherwise.

10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Tennessee will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review



the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT



understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.



Exhibit 3 PRELIMINARY ROUTE MAP



RESOLUTION

City of Portland, Tennessee

No. 23 - 83

A RESOLUTION DETAILING PROCEDURES FOR NEW OR INCREASED WATER CAPACITY REQUEST AND THE ISSUANCE OF CAPACITY LETTERS

WHEREAS, the City of Portland currently has a limited supply of available capacity within its raw water supply, water treatment facility, and guaranteed water purchase contracts; and

WHEREAS, Article VIII of the City of Portland Charter states that both the Department of Public Works and Public Utilities are to have *“divisions of authority and responsibilities consistent with good management practices and sound internal control”* and Title 18 of the Municipal Code Chapter 1 Section 18-103 Obtaining Service states *“A formal application for either original or additional service must be made and be approved by the city before connection or meter installation orders will be issued and work performed”*; and

WHEREAS, at the August 7, 2023 Council Meeting, the Council verbally agreed in a majority vote to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snap-shot in time when the water model and/or decision is made and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to act upon an affirmative response to their capacity request; and

WHEREAS, Resolution #23-45 governs the expiration and renewal of capacity letters and at no time is the City of Portland mandated to provide water beyond its ability whether or not a capacity letter has been granted, or whether or not a project has already been started but not all water taps have been purchased; and

WHEREAS, the City Council has the primary responsibility of governing the corporate limits and therefore must ensure that sufficient reserves are available within the City proper for residents, expansion, peak flow demand, and fire protection. Total available supply is currently estimated at 3.2 million gallons per day. Since a 5% increase in capacity equals 160,000 gallons daily, and peak demand days can add an extra 300,000 gallons to 500,000 gallons per day in usage, it is imperative that the Utility Department not over commit capacity without first updating the Council of available water supply.

Therefore, the following procedure for issuing water capacity letters will be established:

- Once the daily water supply usage averages 85% of total available water as measured over a 30-day period, a pause in granting capacity letters will begin for projects outside the corporate limits of the City until such a time that the Council can be informed at the next scheduled meeting.
- Once the daily water supply usage averages 90% of total available water as measured over a 30-day period, a pause in granting capacity letters will begin for projects inside and outside the corporate limits of the City until such a time that the Council can be informed at the next scheduled meeting.

- Once the water supply capacity reaches the above limits, the Council will direct the Utility Department on how to proceed.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Board of Aldermen that the aforementioned procedure for issuing a water capacity letter be established.

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