



Board of Mayor and Aldermen
City Council Meeting
Portland City Hall
100 South Russell Street
Portland, TN 37148
October 2, 2023
5:00 PM

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

Documents:

[MINUTES AUGUST 21 2023.PDF](#)

- E. Approval Of Agenda
- F. Communications From Council Members
- G. Public Comment Period

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

- H. Public Hearings

- 1. Resolution No. 23-90

A Resolution authorizing a Certificate of Compliance to be issued to Circle K located at 404 South Broadway, Portland, TN to sell wine for off premises consumption.

Documents:

[RES 23-90 - CIRCLE K CERTIFICATE OF COMPLIANCE - WINE.PDF](#)

- 2. Resolution NO. 23-91

A Resolution authorizing a certificate of compliance for Malak Salama of Captain

Liquors and Spirits, LLC located at 210 South Broadway, Portland, TN, 37148.

Documents:

[RES 23-91 CAPTAIN LIQUORS CERTIFICATE OF COMPLIANCE.PDF](#)

I. Alcoholic Beverage Board

Vice Mayor Jody McDowell, Chairman

1. Discussion - Circle K

Discuss an off-premises permit for Circle-K,

2. Resolution No. 23-90

A Resolution authorizing a Certificate of Compliance to be issued to Circle K located at 404 South Broadway, Portland, TN to sell wine for off premises consumption.

Documents:

[RES 23-90 - CIRCLE K CERTIFICATE OF COMPLIANCE - WINE.PDF](#)

3. Resolution NO. 23-91

A Resolution authorizing a certificate of compliance for Malak Salama of Captain Liquors and Spirits, LLC located at 210 South Broadway, Portland, TN, 37148.

Documents:

[RES 23-91 CAPTAIN LIQUORS CERTIFICATE OF COMPLIANCE.PDF](#)

J. Department Reports - August

Documents:

[BUSINESS DEVELOPMENT - AUGUST 2023.PDF](#)
[CITY RECORDER AUGUST 2023 REPORT.PDF](#)
[CODES REPORT - AUGUST 2023.PDF](#)
[FINANCE REPORT - AUGUST 2023.PDF](#)
[FIRE DEPARTMENT - AUGUST 2023.PDF](#)
[PARKS REPORT - AUGUST 2023.PDF](#)
[POLICE REPORT - AUGUST 2023.PDF](#)
[PUBLIC WORKS REPORT - AUGUST 2023.PDF](#)
[UTILITIES REPORT - AUGUST 2023.PDF](#)

K. Mayor's Report

L. Community Development

Alderwoman Megann Thompson

M. Finance

Alderwoman Penny Barnes

1. Resolution No. 23-87

A Resolution to establish a Capital Asset and Depreciation Policy for the City of Portland.

Documents:

[RES 23-87 - CAPITAL ASSET POLICY 2023.PDF](#)

2. Resolution No. 23-88

A Resolution to begin the City of Portland's Hometown Heroes Program.

Documents:

[RES 23-88 - HOMETOWN HEROES.PDF](#)

[RES 23-88 A1 PACKET.PDF](#)

N. Fire Department

Vice Mayor Jody McDowell; Financed by: General Fund

O. Human Resources

Alderwoman Penny Barnes

P. Legislative

Mayor Mike Callis

Q. Municipal Airport

Alderman Mike Hall; Financed by: Special Revenue Fund

1. Ordinance No. 23-48 - Second Reading

An Ordinance approving a contract amendment between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for contract 83-555-0736-23, aero-23-215-00.

Documents:

[ORD 23-48-AIRPORT STATE CONTRACT AMENDMENT FOR ENVIRONMENTAL AND APPRAISAL OF PROPERTY.PDF](#)

2. Ordinance No. 23-49 - First Reading

An Ordinance approving a contract between the Portland Airport Authority and the State of Tennessee Department of Transportation Aeronautics Division for maintenance costs for the fiscal year 7-1-2023 through 6-30-2024.

Documents:

[ORD 23-49 - AIRPORT MAINTENANCE_ STATE OF TN FOR 2024.PDF](#)

[ORD 23-49 ATTACHMENT - AIRPORT MAINT CONTRACT.PDF](#)

R. Parks & Recreation

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

1. Resolution No. 23-89

A Resolution to authorize the removal of excess fill dirt at Richland Park.

Documents:

S. Police Department

Alderman Drew Jennings; Financed by: General Fund

T. Planning & Codes

Alderwoman Megann Thompson; Financed by: General Fund

1. Resolution No. 23-86

A Resolution to appoint one member, to the Portland Municipal Planning Commission.

Documents:

[RES 23-86 - VINCE ELLIS PLANNING COMMISSION MEMBER RESOLUTION.PDF](#)

2. Ordinance No. 23-50 - First Reading

An Ordinance to amend the City of Portland, Tennessee zoning map by rezoning 42.72 acres at (108 Tennessee Gas Pumping Station Road) (map 019m, e, parcels 022.00) from RS-15 (residential) to Plan Unit Development District (residential PUD w/ base zone R-10 residential) with a preliminary master development plan for The Village Green.

Documents:

[ORD 23-50 - VILLAGE GREEN PUD WITH MAPS.PDF](#)

U. Public Works

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

V. 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. 23-51 - First Reading

An Ordinance to amend Ordinance 22-58, the contract agreement between the City of Portland and the Tennessee Department of Transportation (TDOT), for the relocation of gas utilities within the proposed State Industrial Access Project Commodore (Dorman products).

Documents:

[ORD 23-51 - TO AMEND ORD 22-58 TDOT SIA \(GAS\) COMMODORE.PDF](#)
[ORD 23-51 A1 - GAS CU9244 SUP 1 PACKET.PDF](#)

2. Ordinance No. 23-52 - First Reading

An Ordinance to amend Ordinance 22-59, the contract agreement between the City of Portland and the Tennessee Department of Transportation (TDOT), for the

relocation of sewer utilities within the Proposed State Industrial Access Project
Commodore (Dorman products).

Documents:

[ORD 23-52 - TO AMEND ORD 22-59 TDOT SIA \(SEWER\).PDF](#)
[ORD 23-52 A1 - SEWER CU9243 SUP 1 PACKET.PDF](#)

W. Adjournment

Minutes

Board of Mayor and Aldermen

City of Portland, Tennessee

August 21, 2023

A. Call to Order – Mayor Callis called the meeting to order at 5:05 P.M. at Portland City Hall.

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

C. Roll Call - Present:

Alderdwoman Penny Barnes
Alderdwoman LaToya Holcomb
Alderman Drew Jennings
Vice Mayor Jody McDowell
Alderdwoman Megann Thompson
Alderman Brian Woodall
Mayor Mike Callis

Also Present:

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

Absent:

Alderman Mike Hall

D. Approval of Minutes from August 7, 2023 Council Meeting. Motion was made by Alderdwoman Thompson, seconded by Alderman Jennings to approve the minutes as presented. **Voice vote indicated approval.**

E. Approval of Agenda. Motion was made by Alderman Woodall, to defer Ordinance 23-44 and add Discussion of Golf Course sign to Parks, second by Alderman Jennings. **Voice vote indicated approval of the amended agenda.**

F. Presentation of Recognitions

1. Fire Department – Chief Thornton presented Life Saving Awards from the house fire on Demase Street where two citizens were saved. Awards presented to: Firefighter Jackson Alford, Firefighter Chris Bastin, Firefighter Tyler Bradford, Firefighter Austin Hale, Engineer Drew Thompson, Engineer Tyler Trammel, Lieutenant Derek Drilling.
Chief Thornton also advised the new Fire truck was delivered and is parked outside for everyone to see tonight.

G. Communications from Council Members – Alderdwoman Thompson recognized Portland Chamber of Commerce for their recent two awards. The Chamber was awarded 2023 Event of the Year for the Middle Tennessee Strawberry Festival and Kristen Daughtry received 2023 Professional of the Year.

H. Public Comment Period–

1. Leona Rhodes thanked everyone for the help she received in traffic control on Old Westmoreland Rd.
2. John McCloud of Portland spoke against Resolution 23-83 and 23-85. He stated he will send group emails to the City Council about the process of is water tap letter.

City Attorney Bradley reminded all Council members that they should not be emailing or replying to group messages that included other Council members due to Sunshine Law violations.

I. Department Reports – Motion was made by Vice-Mayor McDowell, second by Alderman Jennings to approve. **Voice vote indicated approval of the Department Reports.**

J. Mayor's Report – Mayor Callis

- Mayor requested the ADHOC Committee to review tap, capacity, and impact fees, as well as, reviewing food truck fees.
- The City did meet the August 8th TDEC Grant deadline for application.
- The electricity upgrade is complete at Richland Gym. Next step will be upgrading the restrooms and replacement of some windows.
- The consultant for our PUD legislation has been secured. The consultant will be having meetings soon and hopes to bring all the changes together to the have updates adopted by end of the year.
- The sidewalk grant for College St is currently in NEPA. We are expected to move to the design phase before the end of the year. There has been discussion about water upgrades in conjunction with the project.
- Original concrete bleachers condemned at Memorial Football Field. School Board will be working on portable seating for remainder of the year.
- Mayor stated that he understands business is related to housing market. He stated the for years the city has been deferring fee increases and it's the reason we are in our current situation.
- Water capacity will be discussed later in meeting. Mayor reminded everyone that the City is not a utility district. Our first and primary responsibility is to provide the citizens of Portland with utilities.

K. Community Development – Alderwoman Megann Thompson – No items

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. Motion to approve by Alderwoman Barnes, second by Alderman Woodall. **Voice vote indicated approval.**

M. Fire Department – Vice-Mayor McDowell

Financed by: General Fund – Distribution of documents for Building and Fire Codes.

1. **Discussion – Fire Codes** – Chief Thornton reviewed fire flow information around Hwy 52W between Searcy Rd. and Sandye Ave. Chief discussed that our Fire Code was the same version of the State Code when it was adopted by the Council. Chief also expressed that he could not deviate from the Code that was adopted by the Council.
2. **Discussion – Building Codes** – Johnny Morris reviewed the Residential Building Code. He stated that the State of Tennessee mandates that all jurisdictions be within 7 years of the most recent Code. In 2020, Portland adopted the same code as the State, which was the 2018 Building Code.

N. Human Resources – Alderwoman Penny Barnes – No items

O. Legislative – Mayor Callis – No items

P. Municipal Airport

Financed by: Special Revenue Fund

1. **Resolution No. 23-84** - A Resolution approving the re-appointments of four members to the Portland Airport Authority. Motion to approve by Vice-Mayor McDowell, second by Alderwoman Thompson. **Voice vote indicated approval.** The Members are

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

Q. Parks & Recreation – Alderman Brian Woodall

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

1. **Discussion – Golf Course Sign** – Jamie White distributed pictures of examples of four different signs. He stated that there would be a “Welcome to Portland” sign and a separate Golf Course sign. Mayor advised that the City has made a request to TDOT for the small area of land in front of the Golf Course. Council Members are urged to get with Alderman Woodall or Jamie White to voice their preferences. This sign will determine the style used for other signs at various City locations.

R. Police Department – Alderman Drew Jennings – No items

Financed by: General Fund

S. Planning & Codes – Alderwoman Megann Thompson

Financed by: General Fund

1. **Ordinance 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. Motion to approve by Alderwoman Holcomb, seconded by Alderwoman Thompson. **Voice vote indicated approval.**

T. Public Works – Alderwoman LaToya Holcomb – No items

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

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

1. **Ordinance 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. Motion to approve Alderman Woodall, second by Alderwoman Barnes. After discussion, Alderman Woodall made motion to add “once all easements are recorded” to section II.A.6 of the contract as distributed by Bryan Price. Alderman Jennings second the motion. **Voice vote approved the amendment. Voice vote indicated approval.**
2. **Ordinance 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. Motion to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**
3. **Ordinance 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. Motion to approve by Alderman Woodall, second by Alderman Jennings. **Voice vote indicated approval.**
4. **Ordinance 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. Move to approve Alderman Woodall, second by Alderwoman Barnes. **Voice vote indicated approval.**

5. **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. Move to approve Alderman Woodall, second by Alderwoman Barnes. Alderwoman Thompson questioned if this passes, will there still be requirements for businesses to install sprinkler systems. Mayor Callis believes once the water flow is achieved, there would be no requirements for sprinklers. Alderman Jennings questioned where the funding will come from. Mayor advised the 5-million-dollar loan that we have secured, and some will come from new development. **Voice vote indicated approval.**
6. **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. Move to approve Alderman Woodall, second by Vice-Mayor McDowell. Bryan Price noted a mistake in the addition. Alderman Woodall made motion to amend fee not to exceed \$65,050, second by Vice-Mayor McDowell. **Voice vote indicated approval of the amendment. Voice vote indicated approval of amended ordinance.**
7. **Resolution No. 23- 83** - A Resolution detailing procedures for new or increased water capacity request and the issuance of capacity letters. Alderman Woodall made motion to pass, Alderwoman Barnes second. After discussion, Alderman Woodall made the motion to amend by adding a twelve-month review for the procedures for new capacity letters, and for the item to be added to the agenda by the City Recorder the first meeting in September. **Voice vote indicated approval of the amendment. Voice vote indicated approval of amended ordinance.**

Adjournment – Motion to adjourn made by Alderman Jennings. **Meeting adjourned at 6:09 pm.**

Mike Callis, Mayor

Tracy Kizer, Assistant City Recorder

RESOLUTION

City of Portland, Tennessee

No. 23 - 90

A RESOLUTION AUTHORIZING A CERTIFICATE OF COMPLIANCE TO BE ISSUED TO CIRCLE K LOCATED AT 404 SOUTH BROADWAY, PORTLAND, TN TO SELL WINE FOR OFF PREMISES CONSUMPTION

WHEREAS, on November 8, 2016 the City of Portland held a referendum under the Tenn. Code Ann. §57-3-801 elected to allow wine to be sold in retail food stores; and

WHEREAS, Circle K has made a request to the City of Portland for a Certificate of Compliance to allow wine to be sold in their local store; and

WHEREAS, Circle K has met all requirement under the provisions of the Tenn. Code Ann. §57-3-806 for wine to be sold in a retail food store; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Alderman of the City of Portland authorize a Certificate of Compliance to be issued to Circle K located at 404 South Broadway, Portland, TN; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 23 – 91

A RESOLUTION AUTHORIZING A CERTIFICATE OF COMPLIANCE FOR MALAK SALAMA OF CAPTAIN LIQUORS AND SPIRITS, LLC LOCATED AT 210 SOUTH BROADWAY, PORTLAND, TN, 37148.

WHEREAS, Malak Salama has applied to the City of Portland for a Certificate of Compliance; and

WHEREAS, John Bradley, Attorney for the City of Portland, has reviewed the application; and

WHEREAS, the City of Portland’s Alcoholic Beverage Board has reviewed the application and recommended that Malak Salama of Captain Liquors and Spirits located at 210 South Broadway, Portland, TN 37148 receive a Certificate of Compliance; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Alderman of the City of Portland, Tennessee that the City of Portland issue Malak Salama of Captain Liquors and Spirits located at 210 South Broadway, Portland, TN 37148 a Certificate of Compliance; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this Day of .

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City of Portland, Tennessee

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Approved this Day of .



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

AUGUST, 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.



Portland High School announces
Leanne Utley as their Career
Counseling Coach

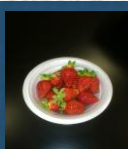
- Attended the Chamber of Commerce Luncheon on August 10th. Mayor Callis provided an excellent update on the "State of the City".
- Completed a second series of IT training sessions in August.
- Provided advertisement, notifications, agenda, and prior minutes for the Health & Education Facilities Board meeting on August 28, 2023.
- Provided the UEI Number & Title VI Assessment update to public works for a grant packet.



Mayor Callis & Chamber Director Sherri Ferguson provide updates for the city and chamber at the August luncheon.



Director of Schools, Dr. Scott Langford, announces the receipt of Workforce Development grant funds providing for CTE Career Coach Counseling at every Sumner County High School.



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



August, 2023



Temple Theatre
Classical Performance Series I
Davidson & Davis

The Classical Series performances are funded in part by a grant from the TN Arts Commission.



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

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.

- The Preservation Foundation was notified in August of a grant award from the Tennessee Arts Commission. These grant funds will co-sponsor a "Classical Series" of upcoming performances.
- Contacted Wendys, Maple Street Biscuit Company, Tropical Smoothie, Panda Express, & Popeye's. Researched four other retail entities for future outreach. Forwarded feed-back to developers who are interested in bringing investments to our community.
- Photos left from the Forward Sumner Economic Development Partnership this month. Jimmy Johnston announced his retirement as the Director-Jimmy will be missed. County Mayor John Isbell provides the State of Sumner County address.
- Provided population and age profile for a 45 Mile radius for an existing industry.



Michael Haughey of North American Stamping Group in Portland sat on a panel with Dan Davidson, Tennessee Automotive Manufacturers Association & Jeremy Robb, Cox Automotive who discussed the consequences of electric car manufacturing on the automotive industry. Interesting facts were revealed in this discussion at the MTIDA Annual Seminar & Luncheon.



Director of Sumner Schools, Dr. Scott Langford received applause for his announcement that school supplies were provided for every Sumner County Student this year and I-pads are to be provided to all High School students by the end of August. According to the District Sumner County Schools is the number one county in Tennessee for Career and Technical Education and STEM.

SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Attended the MTIDA Annual Seminar & Luncheon on August 1st.
- Attended the Forward Sumner Partnership Summer Meeting on August 2nd.
- Forwarded a "staging request" from TDOT regarding the improvements planned for Eubanks Road.
- Hosted an Investor Breakfast on August 31st. Collected presentation slides from each representing department head to provide information involving development fee schedules & ordinances. See back page for more photos of this event.
- Updated the Available property listing and distributed to recruitment partners in August.
- Communicated with the Sumner County Tax Assessor's office to confirm tax abatements provided for Portland/Sumner industries.
- Was contacted by Leanne Utey on August 7th. Provided Workforce Partner contacts to her and attended the Workforce & Education kick-off meeting hosted by Unipres on August 30th.
- Provided the Mayor's water needs video to partners in recruitment.
- Met with Mayor Callis, and Vonda Gates to review an impending incentive request from a potential industrial developer in the TN Business Park.
- Forwarded TDOT's request for right-of-way to the Robertson County IDB for their consent.
- Received a lease advertisement for property located on Flex Avenue ~ forwarded to the partners as well as existing industry.
- Worked with the Sumner County Assessor's office to correct an error of assumption of property ownership for Tsubaki.



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

August, 2023

Portland Municipal Airport

- Submitted the Airport Maintenance & Repair costs for Fiscal Year 22/23 to Aeronautics & received reimbursement in August.
- The August meeting of the Airport Authority was cancelled.
- Prepared an amending ordinance to enter a contract with state aeronautics for appraisal & environmental studies needed prior to property acquisition for council approval.
- Pictured right, Chad Carney receives his private pilot license (Chad received his training at Portland Airport 1M5).
- Below: The Airport received several visits in August from military helicopters.
- Provided assistance with information for the Airport Layout Plan contract to aeronautics.
- Assisted with document submittals for Direct Appropriation Funding for an upcoming project.
- Prepared Resolution providing for the continued service of four Airport Authority members.
- Provided the executed contract for the Runway Resurfacing as requested for the city record.





Tools for Growth Developer's Breakfast City Department Head Development Cost Presentations



Thank you to our investors for sharing your time, Department Heads for informative presentations, Phyllis @ Southern Occasions for a delicious breakfast, Temple Theatre, Support Team: Brandon Roberts and Jackie West, caring elected officials & partners.



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

Phone 615/325-6776 Ext. 245

August 2023 Monthly Report

Number of Council Meetings	2	August 7 th
		7 Council Members present
		0 Council Members absent
		August 21 st
		6 Council Members present
		1 Council Members absent

Number of Work Study Meetings 0

Number of Liability Claims 1

Number of Property Claims 0

Number of Records Requested 4

- Implementation of New Agenda & Minutes software – Training sessions, set-up of agenda and minutes, working with CivisPlus on formats and testing agendas and minutes.
- Records disposal – working on cleaning out old files and proper disposal of records.

Portland Building Codes Department
August 2023 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	1	\$ 35.00
Swimming Pool	2	\$ 270.00
Plumbing	4	\$ 507.30
Mechanical	4	\$ 1,330.15
Stand Alone Building	10	\$ 2,724.67
Residential Building	4	\$ 3,955.66
Fire Alarm / Fire Suppression	1	\$ 135.00
Commercial/Industrial	3	\$ 764.18
Plan Review	14	\$ 1,370.15
Demolition	3	\$ 305.00
Fire Works	-NA-	\$ -NA-
Moving	1	\$ 60.00
TOTAL ALL PERMIT FEES	47	\$ 11,457.11
PORTLAND IMPACT FEE – PARKS		\$ 1,452.00
PORTLAND IMPACT FEE – POLICE		\$ 766.00
PORTLAND IMPACT FEE – FIRE		\$ 1,754.00
TOTAL – PORTLAND IMPACT FEES		\$ 3,972.00
SUMNER COUNTY IMPACT FEE		\$ 3,481.80
GRAND TOTAL		\$ 18,910.91



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

*As of August 31, 2023
Fiscal Year has elapsed - 17%*

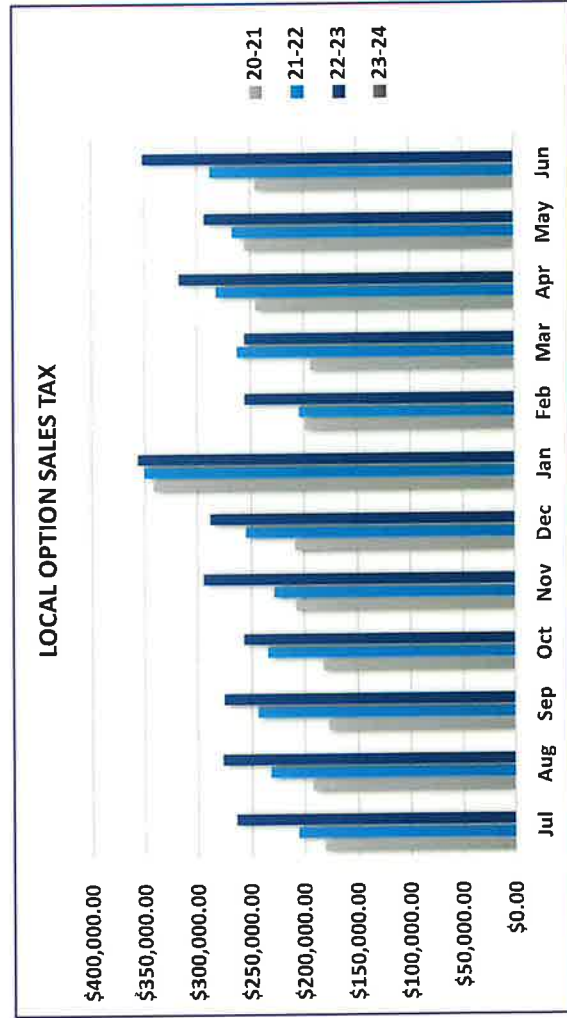
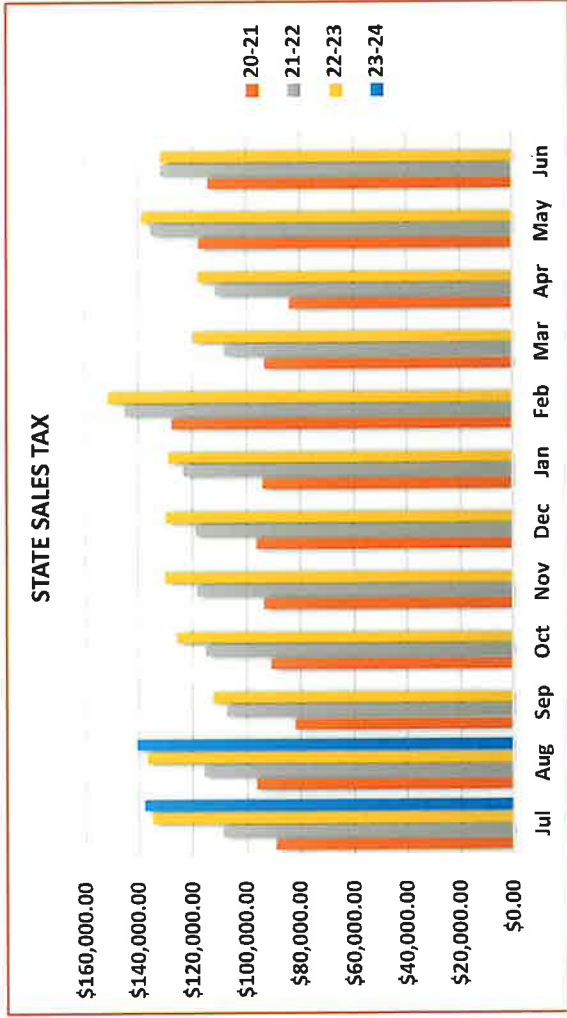
	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,594,524
W/S Bond 2020	\$18,238,174	\$10,767,866

	8/31/2023	Board Passed Budget	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	361,011	9,052,000	4.0%
Planning & Codes	289,978	675,750	42.9%
Intergovernmental	187,264	2,354,000	8.0%
Miscellaneous	4,759	29,600	16.1%
Court	27,527	152,500	18.1%
Other Revenues	77,054	157,300	49.0%
Loan Proceeds - Other Fin Source	0	900,000	0.0%
Grants & Special Projects	297,766	0	0.0%
TOTAL	1,245,359	13,321,150	9.3%
Expense			
General Government	309,826	1,970,061	15.7%
Administrative & Mayor	61,837	383,083	16.1%
Human Resources	21,588	120,726	17.9%
Planning & Zoning	42,508	324,845	13.1%
Codes	23,733	151,955	15.6%
Court	14,483	93,160	15.5%
Police	857,100	4,429,397	19.4%
Fire	1,333,698	3,468,260	38.5%
Streets & Highways	199,721	1,284,002	15.6%
City Garage	43,441	150,637	28.8%
State Street Aid	0	650,000	0.0%
Animal Control	15,461	69,600	22.2%
Grants & Special Projects	16,202	1,765,000	0.9%
Swimming Pool	481	0	0.0%
Parks & Recreation	199,081	949,920	21.0%
Community Development	23,475	125,402	18.7%
TOTAL	\$3,162,636	\$15,936,048	19.8%

WATER & SEWER		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue				
	Revenue	2,057,725	9,792,000	21.0%
	TOTAL	2,057,725	9,792,000	21.0%
Expense				
	Water Plant	216,923	1,756,238	12.4%
	Water Distribution System	339,327	2,819,389	12.0%
	Grants & Projects	642,595	8,787,000	7.3%
	Sewer Collection	202,006	2,108,296	9.6%
	Sewer Plant	149,235	2,759,151	5.4%
	Business Office	75,234	476,334	15.8%
	Utility Administration	100,479	702,941	14.3%
	TOTAL w/ Bond	1,725,799	19,409,349	8.9%
AIRPORT FUND		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue		\$75,534	\$368,000	20.5%
Expense		\$78,318	\$367,839	21.3%
DRUG FUND		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue		\$369	\$4,000	9.2%
Expense		\$0	\$43,000	0.0%
STORMWATER		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue		\$148,412	\$815,000	18.2%
Expense		\$183,288	\$1,201,659	15.3%
SOLID WASTE		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue		\$236,911	\$1,355,603	17.5%
Expense		\$180,435	\$1,312,620	13.7%
GOLF COURSE		Board Passed		
		8/31/2023	Budget	% of Budget
Revenue		\$221,361	\$569,400	38.9%
Expense		\$140,904	\$563,713	25.0%

		Board Passed	
		8/31/2023	% of Budget
		Budget	
IMPACT FEES			
Revenue			
	Parks	20,312	20,000 101.6%
	Police	11,936	15,000 79.6%
	Fire	25,492	7,500 339.9%
	TOTAL	\$57,740	\$42,500 135.9%
Expense			
	Parks	0	0 0.0%
	Police	0	0 0.0%
	Fire	87,554	76,000 115.2%
	TOTAL	\$87,554	\$76,000 115.2%
DEBT SERVICE - GENERAL FUND			
Revenue	Transfer from General Fund	\$37	\$719,229 0.0%
Expense		\$0	\$719,229 0.0%
GAS			
Revenue		502,634	5,881,000 8.5%
Expense		429,675	6,770,369 6.3%

Rachel Slusser, CMFO





Incident Type	Total Incidents	Percent
553 - Public service	20	10.53%
554 - Assist invalid	2	1.05%
561 - Unauthorized burning	1	0.53%
611 - Dispatched & canceled en route	13	6.84%
622 - No incident found on arrival at dispatch address	4	2.11%
631 - Authorized controlled burning	1	0.53%
700 - False alarm or false call, other	3	1.58%
735 - Alarm system sounded due to malfunction	3	1.58%
740 - Unintentional transmission of alarm, other	1	0.53%
743 - Smoke detector activation, no fire - unintentional	2	1.05%
744 - Detector activation, no fire - unintentional	1	0.53%
745 - Alarm system activation, no fire - unintentional	2	1.05%
Total Number of Incidents:		190
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 '8/1/2023 12:00:00 AM' and '8/31/2023 11:59:59 PM'



Monthly Report / August 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	In-Season
Portland Soccer Club	In-Season
Dixie Youth Baseball	Fall League Sign-Ups

Parks and Recreation Programs and Events

The Famers Market at Richland Park last day is set for Tuesday August 31st.

Richland Gym Electrical update: We are done with phase 1. Next, the electrician is working on adding lighting to the flagpoles at the Memorial and roundabout. Once we are done with the flagpole lighting, we will begin phase 2 of the gym. This phase we will be updating the electrical boxes on the bathroom side of the gym.

Richland Gym is open Monday – Friday for walkers from 7 am to 10 am. We have Pickleball on Tuesdays and Thursdays from 10 am to 12 noon. We have nets and paddles available.

Friday Night Bites is back. It runs from 5 pm to 7 pm every Friday at Meadowbrook Park.

Friday Night Scramble has ended for the season. It will be back in the Spring of 2024.

Movie at the Park. On Saturday October 28th beginning at 6:30 we will be having movie night. The movie will be in Richland Gym. No cost to watch the movie but there will be concessions for sale. The main feature will be Hotel Transylvania.

Trick or Treat is set for Tuesday October 31st from 5 pm to 7 pm at Richland Park in the baseball parking lot. Please contact the park office or visit our website for an application to join this event as a vendor.

This fall for the first time ever, Dixie Youth are having a fall baseball/softball league. Practices are during the week with games on Tuesday Nights.

Aerification for the greens has been set for Wednesday September 20th and Thursday September 21st.



August 2023

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Daily Rounds	1,007	\$25,810.00
Cart Rentals	190	\$950.00
Concessions	789	\$1,414.00
Pro Shop	183	\$4,321.67
Shed Rentals	2	\$600.00
Total:		\$33,095.67

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

8/1/2023 TO 8/31/2023

CID ACTIVITY					
Cases Assigned	14	Interviews Conducted	76	Asset Forfeitures	0
Cases Closed	3	Monitored Interviews	0	DCS/AOA	35
Cases Cleared	36	Search Warrants	6	Knock and Talk	5
Call outs	0	Judicial Subpoenas	15	Assist Patrol Units	11
Grand Jury Cases	2	General Sessions Cases	1	Forensic Interviews	0
Grand Jury Hours	4	General Sessions Hours	2	Fire Investigations	1
Juv Court Cases	0	Criminal Court Cases	1		
Juv Court Hours	0	Criminal Court Hours	4		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	16	Government	7
E-mails	63	Public Housing	0
Grand Jury & DA Copies	2	Local	2
Arrest Reports	72	Incident Reports	90
Written Warnings	232	City Citations	109

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	76	WILDLIFE	0	DECLARED VICIOUS	0
ANIMALS PICKED UP	48	RETURNED TO OWNER OR RESCUE	11	BARKING COMPLAINT	1
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	3
DOGS	25	ANIMAL BITE ON ANIMAL	0	WILDLIFE/LIVESTOCK COMPLAINTS	2
CATS	22	ANIMAL BITE ON HUMANS	2	TICKETS	3
LIVESTOCK	1	EUTHANASIA	0	WARNINGS	5
WARRANTS	3	ADOTPTIONS	21	REPORTS	6
SPECIAL ASSIGNMENTS	0	INTAKE	23		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	26	RESOLVED BY CONTACT/PHONE	1
NON-COMPLIANCE LETTERS	26	CITY COURTS DATES	1
NEW GRASS/RUBISH COMP	26	CITY HALL BANK ESCORTS	18
RE-INSPECTIONS	2	MAIL DELIVERY	18
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	4
FOLLOW-UP PARKING COMP	0	ARRESTS	1
VEHICLES (NON-COMP)	3	REPORTS	0
WORK ORDERS	8	CITATIONS	0
PROPERTY LIENS	1	WRITTEN WARNINGS	0
RELEASE OF LIENS	2		

CALLS FOR SERVICE					
911 HANG UP	22	EVADING	0	SCHOOL ZONE	83
911 MISDIAL	34	EXPARTE SERVICE	0	SEX OFFENDER REGISTRY	0
911 MISDIRECT	1	EXTRA PATROL	265	SEXUAL ASSAULT	1
911 OPEN LINE	31	FIELD INTERVIEW	0	SHOOTING	0
ABANDONED VEH	2	FIGHT	0	SHOPLIFTING	0
ABUSE INVESTIGATION	1	FIREARM DENIAL	0	SHOTS FIRED/HEARD	3
ACCIDENT INJURY	11	FIREWORKS	0	SOLICITOR	0
ACC. INJURY HIT/RUN	0	FOLLOW UP	33	SPECIAL ASSIGNMENT	7
ACCIDENT PROPERTY	36	FORGERY	1	SPC. ASSIGNMENT-COMMUNITY	9
ACC. PROPERTY HIT/RUN	4	FRAUD	5	STABBING	0
ACC. SERIOUS INJURY	0	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	0
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	8
AIRCRAFT EMERGENCY	0	HARASSMENT	4	SUBJECT CHECK	19
ALARM	34	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	4
ALARM HOLD UP/PANIC	2	HOTEL CHECK	0	SUS. INCIDENT	23
ALARM TEST	1	ILLEGAL DUMPING	0	SUS. PERSON	13
ANIMAL CALL	54	INDECENT EXPOSURE	0	SUS. VEHICLE	8
APARTMENT CHECK	5	INVESTIGATION	1	TALK TO OFFICER	203
ARMED SUBJECT	0	JUVENILE	19	THEFT	3
ARSON	0	JUVENILE TRANSPORT	0	THREATS	3
ASSAULT	0	KIDNAPPING	0	TRAFFIC ENFORCEMENT	15
ASSIST CITIZEN	28	KNOCK AND TALK	1	TRAFFIC HAZARD	21
ASSIST EMS	13	LAKE CHECK	0	TRAFFIC STOP	713
ASSIST FIRE	6	LOCKOUT	0	TRESPASS	4
ASSIST OTHER AGENCY	33	LOCKOUT URGENT	0	UNAUTHORIZED USE OF VEH	1
ATTEMPT TO LOCATE	17	LOST/FOUND PROPERTY	13	UNK SITUATION	1
BARRICADED SUBJECT	0	LPR HIT	2	VANDALISM	1
BOLO	2	MENTAL TRANSPORT	1	VEH. BURGLARY	0
BOMB THREAT	0	MISC/MATTER OF RECORD	6	VEHICLE CHECK	32
BURGLARY	0	MISSING ADULT	2	VIOLATION CORRECTION VERIFY	4
BUSINESS CHECK	351	MISSING JUVENILE	0	VIO. ORDER OF PROTECTION	0
CAR SEAT CHECK	0	NOISE COMPLAINT	4	WARRANT	1
CHECKPOINT	0	OPEN DOOR	2	WEATHER RELATED ISSUES	0
CITY CALL OUT	2	OVERDOSE	0	WELFARE CHECK	13
CIVIL MATTER	12	PARK CHECK	103		
CODE 99	0	PARKING COMPLAINT	1		
CODES	27	PROSTITUTION	0		
DAMAGE TO PROPERTY	9	PROWLER	0		
DEATH INVESTIGATION	0	PUBLIC INTOX	0		
DELIVER MESSAGE	2	RECKLESS DRIVER	32		
DISORDERLY CONDUCT	0	REFERRAL	2		
DISTURBANCE	10	REPO	5		
DOMESTIC	15	RIOT	0		
DRILL	0	ROBBERY	0		
DUI	4	RUNAWAY	1		
DRUG INVESTIGATION	9	SCAM	2		
ESCORT	9	SCHOOL CHECK	56		
PHONE MESSAGE	0	TEST CALL	3		
PRIVATE PROPERTY TOW	1	PRISONER TRANSPORT	0		

Total Calls for Service	2545
Total Written Warnings	232
Total Speeding Citations	101
Total all other city citations	109
Commercial vehicle enforcements	9
Total Arrest	45

FLEX UNIT INFORMATION					
TRAFFIC STOPS	115	DRUGS CASES	18	WEAPONS SEIZED	0
WARNINGS	78	Misdemeanor	13	RIFLE	0
CITATION	14	Felony	5	SHOTGUN	0
ARRESTS	31	Paraphernalia	10	PISTOL	0
		ASSET FORFEITURES	2	OTHER	0
		Vehicles	1		
		Currency	\$1,861.00	KNOCK AND TALKS	2
		Other	0		

WARRANTS SERVED	3	ASSIST PATROL	6	CONSENSUAL ENCOUNTERS	2
K-9 ALERTS	5	ASSIST OTHER AGENCY	0	ASSIST CID	26

FLEX UNIT COURT INFORMATION					
GRAND JURY	# OF CASES	2	# OF HOURS	1.5	
GENERAL SESSIONS	# OF CASES	4	# OF HOURS	9.5	
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: 9/1/2023

Stormwater Management Monthly Report- August 2023

Annual Report

The City is required to submit to TDEC an annual report by September 30th every year summarizing how the Stormwater Department met all the required minimum control measures throughout the last reporting period (July 1, 2022-June 30, 2023). Stormwater staff began compiling information for the report in August. The report will be submitted to TDEC next month and a copy will be provided with the September council report.

Public Education and Outreach

While gathering information for the Annual Report, staff began updating policies and procedures for each MCM. Public Education and Outreach will see significant changes for the upcoming reporting year as more activities will be planned and executed.

Illicit Discharge Detection and Elimination

There were no illicit discharge complaints in August. Several previous complaints were followed up to ensure corrective measures were still functioning.

Construction Site Runoff Control

Pre-Con/Pre-App Meetings: 5

LDPs issued: 10

CGP Inspections: 22

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: 2

LTMA Inspections Received: 0

A meeting was requested by a local industry to update their Stormwater Pollution Prevention Plan. Staff advised them on how to update the plan and introduced the Long-Term Maintenance



CITY OF PORTLAND
STORMWATER MANAGEMENT PROGRAM
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
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Agreement. A copy of the Agreement was given to the industry and will be recorded at the County property office once it has been reviewed and completed.

Good Housekeeping

TDEC held numerous training sessions on the new Annual Report. Beginning with this Annual Report, it will be submitted online only through myTDEC forms rather than sending a paper copy like years before. Each MCM was broken down to have its own hour-long training session. These trainings were very beneficial to Staff since it is the first time reporting this way. One IDT training session was held in August.

Stormwater Field Crew Council Report

Submitted by: David Harris
Data for the month of August
Meeting Date: October 2, 2023

Checked and cleaned tiles and storm drains throughout the city
Beaver Dams - broke loose and reset traps / Various locations

Called in Tn One Call tickets
Met with homeowners about drainage issues or upcoming jobs

Placed order for supplies needed for upcoming jobs. Unload deliveries.
Prep and move supplies, trucks and equipment for upcoming jobs.
Cleaned and service equipment

Brush cut at Rock Bin, William Mack Ln, Golf Course, Behind Collins Bldg and waterways.
E Longview Dr (by Diemaster) - Ditch cleanout, installed 48' concrete pipe, seed and straw.
Rock Bin - Cut, weed eat, spray, and organize
Golf Course - cleared and removed trees
Strawberry St. - Ditch clean out
Richland St. - Ditch clean out, add on to existing 15" pipe, seed and straw.
Old Westmoreland Rd - Ditch clean out, installed a 12" pipe, seed and straw.
Haynes Rd - Ditch clean out, seed and straw.
Cody Ct. - Dirtwork, installed french drain, repaired catch basin, seed and straw.
Homeless Camp - cleaned up and hauled to Sumner Co. Resource Authority.

Took equipment to Parman Tractor for repairs and picked up.
Sprayed various city properties
Went to Lowes to change out tools

Street Dept Council Report

Submitted by: Martin Weekley

Data for the month of August

Meeting Date: Oct. 2, 2023

Maintain the downtown area - pick up trash, empty cans, water flowers, etc...

Maintain sidewalks and roadways - pick up trash, weedeat and spray

Maintain all the intersection islands and curbs.

Maintenance of traffic signals, school zone lighting and decorative street lights.

Trimmed low hanging branches and tree's that fell over the roadway

Signage - Replaced stop signs, brackets, replace post, install new signage & post.

Potholes: checked, graveled and/or patched with hot mix.

Road Cuts: gravel filled until patched with hot mix

Repaired edge of multiple roadways

Brush & Bulk (Chipper truck, 2 claw trucks, truck with trailer) numerous loads

Mowing - Right of ways, City owned lots, Canels, High Crossing, Sinkhole area, City Lake, City Shops and Codes lots

Mow, Weed eat and spray various streets, sidewalks, and city and codes lots.

Equipment used: Bushhog, batwing, zero turn mowers, tractors etc.....

Office paperwork - Time sheets, po request, review work orders and route sheets

Training / Meetings - Safety videos

Clean, Check and Maintenance trucks and equipment

Clean at the Shop / put away tools - Daily

Repair equipment and tools

Helped check storm drains -city wide

Set up and take down Stage for events on Main St.

Install new signage - High School, Mechanic Shop, Gas Shop, & Temple Theater

Wired the new lift at the mechanic shop

Helped clean up Homeless camp

Installed camera's on claw trucks

Cut multiple tree's on city right of ways

Poured concrete at decorative pole

Removed banners from intersection of Hwy 52 and 109

Built box for new Welcome to Portland Signage

Blocked traffic for the Homecoming Parade

Street Dept Council Report

Convenience 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

Call and schedule dumpster hauls with Volunteer Recycling Center

Took various trucks and equipment to city shop or outside shops for repairs

Traveled to pick up parts, equipment and various supplies.

Tri-Green Equipment -pick up parts for equipment

Dixon mowers to get blades

Jimmy's Transmission Shop - Took T-119

Econo Signs to pick up sign order

Stringfellow -pick up T-117

Rogers Group - pick up multiple loads of hot mix

Woody's - to get parts repaired

Sanitation Dept Council Report

Monthly Report for August 2023

Meeting Date: Oct. 2, 2023

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
City of Portland	57	547.95	55.00	30,137.25
Vounteer Recycling	15	48.7	55.00	2,678.50
		596.65		\$32,815.75

Volunteer Recycling

Center	# of loads	Haul cost	Hauling Total
City of Portland	14	275.00	\$3,850.00
Portland Cares	0	137.50	
			\$3,850.00

Monthly Dump Fee	\$32,815.75		
Monthly Haul Fee	\$3,850.00		
	\$36,665.75	Aug.	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 – Aug.-Sept. 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, Construction has been increased to \$195,083.00. No need to use TAP fund.

Railroad Crossing – Need to set up Bidding date for the Constructions, updating bid documents by engineering firm.

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

Scattersville Road – City received payment confirmation on 8/11/2023, Prepping for next reimbursement.

Kirby Road & S. Russell Street Resurface –Design Phase and working on next reimbursement. NEPA FY 22-23 #2 & FY 23-24.

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 \$27,209.27.

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

Ready to Request final reimbursement for STBG Scattersville Rd & New Deal Potts Rd project amount of \$3,082.00.

Ready to request 2nd reimbursement for STBG Kirby Rd & S. Russell St. FY 22-23 \$11,446.50 and FY 23-24 \$8,804.80.

Ready to Request for STBG College St. sidewalks FY 22-23 #3 amount of \$27,507.65.



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	\$ 297,765.64	\$ 322,965.64
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

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 – August 2023

- 4 Gas Services installed consisting of 1,194ft of ¾" service line pipe
- Repaired leaking risers at 201 Oak St and 208 Megan Dr
- Performed annual Leak Survey in NW Quad- TPUC/PHSMA Requirement
- Repaired 11 leaks discovered in NW Quad Leak Survey
- Relocated gas service riser at 1030 Songbird Dr
- Repaired 4" gas main leak- TGT Rd
- Repaired 4" gas main excavation damage -Cedar Grove Rd
- C&C Services performed annual Cathodic Protection Survey- TPUC/PHSMA Requirement
- Installed new anode on steel high pressure line -Cedar Grove Rd
- Annual plastic pipe fusion requalification and Operation and Maintenance Plan review - TPUC/PHSMA Requirement
- 2 Gas Dept yard restorations & 2 days provided an employee for Water Dept yard repairs
- Leath Rd Gate Station Mercaptan Refill by DM Services
- Site Grading at WTP Lagoon Dump Site
- Supervisor and Crew Lead attended a seminar on Natural Gas Safety in Dickson, TN
- Atmospheric Corrosion Inspections on residential and industrial gas meters-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



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 August 2023.

During the Month of August, 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 3 of these this month and 2 short notice locates.

We had a few "Service Calls" which resulted in rodding 2 service lines. 6 calls were issues and questions, the homeowner had with their service line. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were installing Sewer lines and pumpstations. We had 4 new sewer inspections & 1 Grease interceptor replacement inspection. We also had some Telemetry Call out with the heavy rains and flooding on the 4th of the month. We installed 10 more inflow dishes and reset 1 manhole.

While checking the pump stations this month we found several problems. We pulled 7 clogged pumps and worked on multiple others. We repaired airlocked pumps, checked suction lines, changed a float rehung fallen floats and we changed 2 start capacitors. We also replaced and tightened belts on pumps, a PHZ monitor at Storm Water pump station, and replaced the discharge force main at Smith Rd. We had issues with the telemetry, giving us false alarms, and did a draw down test on one pumpstation.

We had other non-pumpstation related work such as raising a low cleanout box, replacing 2 broken plastic c/o boxes and 1 broken cleanout assembly. 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 ways. We made 2 new sewer taps and worked several days at the lagoon dumpsite grading out dirt, setting concrete blocks to dump against and pouring concrete.

We CCTV 8 services for tap locations and needed repairs. We located taps for demo permits. We CCTV & cleaned 1 Storm Drain for Storm Water and cleaned out 2 pumpstations with the Vac Truck. We also used the vac truck to clean out a stopped-up manhole and to hydro excavate the electrical line at Richland Park for the pumpstation replacement.

This month we met with contractors and developers at Park side Estates for a Pre-construction meeting, and Southern sales for plans for changing out the Richland Park Pumpstation. We are still working on the area at 124b Davis St to determine the condition of all the existing sewer lines. We had 4 days with interviews, we had 2 impromptu meeting with TDEC and TOSHA over a false complaints We finalized the employee evaluations, did Cyber Security Training. The Collection System had a total of 14 Overflows. Each event involves informing TDEC within 24HRS with an Email and then filling out a report on my TDEC Forms and inputting it on Survey 123. We also go back to each overflow and clean up the debris on the ground and spread lime to the affected area. Our monthly safety meeting this month was over SLIPS, TRIPS & FALLS.

Jon Harrison
Supervisor of Collections.



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

AUGUST 2023 MONTHLY REPORT WATER DISTRIBUTION

- **Yard Restorations**

- | | |
|--|------------------------|
| ○ 466 Jim Courtney Rd | 322 Scattersville Rd |
| ○ 6233 Red River School Rd | 218 Woods Rd |
| ○ 2495 Hwy 52 E | 1834 Hwy 52 E |
| ○ Williams St | 1164 Payne Rd |
| ○ 327 Meadow Ln | 187 Hwy 259 |
| ○ Searcy Ln (@ W B Dye) | 124 B Davis St |
| ○ 129 Breanna Blvd | 115 A & B Gayla Ct |
| ○ 1259 N Corinth Rd (495 Meadows Rd tap) | |
| ○ 345 N Harris Rd | 411 B Nubia Rd |
| ○ 1201 Hwy 52 E | 8783 Byrums Chapel Rd |
| ○ 1108 Fairfield Rd | 110 Old Hwy 52 E |
| ○ 1109 W Main St | 8946 Byrums Chapel Rd |
| ○ 1100 W Main St | 2045 Hwy 52 E |
| ○ 122 Nikita Dr | 840 Hwy 259 |
| ○ 425 N Swamp Rd | 6057 Highland Rd |
| ○ 1085 Fairfield Rd | Hwy 259 & N Corinth Rd |
| ○ 351 N Harris Rd | 1321 Hwy 52 E |
| ○ 240 Parker Rd | 3304 Hwy 52 E |

- **8/3/2023 – Citco 3 Hour training class on Brass service fittings, Brass Saddles**
- **Service Line Leaks – All services were renewed with new setters, meters w/itrons and meter boxes.**
 - **¾" Services**
 - 204 Austin Dr
 - 206 Austin Dr
 - 4141 Dobbins Pike
 - 1101 Minor Rd
 - 181 Scattersville Rd
 - 318 Airport Rd
 - 101 E Dana Kepley Rd
 - 155 E Dana Kepley Rd

- 135 Briley Ln
 - 116 High St
 - 1107 Fairfield Rd
- 1" Services
 - Shady Park Extension – TN Dept of Safety
 - 218 Ranch Rd
- Service Leaks – Retirements
 - 0 Short St – no main on Short St – ¾" Galvanized service on Gibson St – retired at main.
 - Empty Lot across from 318 Airport Rd – 1" copper service removed tap installed Full Seal.
- Meter Leaks Replacements
 - Veterans Dr (Peytons) 2" Meter – changed out with new Concrete Metro Box.
- Service Renewals
 - ¾" Services
 - 133 Buntin Mill Rd – Customer complaining of water bill doubling and a leak insisting was on City side. Renewed service w/ new setter. Meter and meter box. Leak was on Customer PVC service. While installing new setter cut out portion of PVC that was leaking.
 - 322 Fowler Ford Rd – retired service on ¾" galvanized main. Ran new service to 8" PVC main. Shot mole. Customer was having pressure issues.
 - 324 Fowler Ford Rd - retired service on ¾" galvanized main. Ran new service to 8" PVC main. Shot mole. Customer was having pressure issues.
- Spoils Removal – 8/2/2023 removed 8 Loads of spoils from office on Morningside Dr to Ranch Rd. 8/7/2023 removed 18 loads 8/9/2023 Removed (4) loads. All spoils from 122 Morningside Dr are clear.
- Vanzora Meter Box Locating

○ 135 Cline Rd	1425 Thompson Rd
○ 125 Cline Rd	426 Parker Rd
○ 101 Keen Rd	240 Parker Rd
○ 188 Keen Rd	131 Parker Rd
○ 155 A Keen Rd	444 Parker Rd
○ 180 B V Young Rd	822 Nubia Rd
○ 104 B V Young Rd	830 Highland Rd
○ 795 Nubia Rd	120 Nubia Rd
○ 415 Nubia Rd	425 Nubia Rd
○ 435 Nubia Rd	511 Nubia Rd
○ 440 Nubia Rd	439 Nubia Rd
○ 357 Parker Rd	
- New Service Installations
 - ¾" New Service Installation
 - 1319 N Corinth Rd – Road Bore
 - 1323 N Corinth Rd – Road Bore

- 1331 N Corinth Rd – Road Bore
 - 1339 N Corinth Rd – Road Bore
 - 4060 N Pinson Rd
 - 104 A North St – Mole
 - 104 B North St Mole
- **Service Retirements**
 - North St – (area on 104) retired $\frac{3}{4}$ " copper service leading to empty lot.
- **Cat Tank**
 - 8/7 – Isolated the Cat Tank and drained tank.
 - 8/8 – Utility Services Performed Tank wash out, started filling tank.
 - 8/9 took Bac-T sample opened tank to finish filling.
- **Oak Grove Tank Washout**
 - 8/10 performed test. Isolated tank had one booster pump running while hooked up to Westmoreland.
 - 8/15 Isolated and drained tank.
 - 8/15 took Bac-T sample opened tank.
- **Cut off List.**
 - 8/2 – 27 cut offs
 - 8/9 – 8 cut offs.
 - 8/17-36 cut offs.
- **Remove Meters and Lock Setters**
 - 9240 Shady Park Rd
- **Re-built fire hydrant on Kirby Dr in front of Unipress**
 - New break away flange, upper shaft, and bonnet repair kit.
- **Normal day to day operations**
 - Performed locates.
 - Flushed system at various points, installed (2) new temporary flushers.
 - Traffic



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 August 2023

- Submitted May 2023 DMR via the EPA CDX online portal. (8/1/23)
- Submitted May 2023 MOR's via certified mail. (8/3/23)
- Thompson power onsite to perform PM2 service on both backup generators. PM2 service included load bank testing. (8/9/23)
- Collected /delivered quarterly TOC, DBP, and fluoride samples to Pace Analytical in Mt. Juliet. (8/10/23)
- Obsolete Hach 1720E turbidimeters were replaced with Swan Turbiwell turbidimeters. (8/21 & 8/22/23)
- Hawkins Chemical reps onsite to make chemical feed recommendations when utilizing city lake as our main source. (8/22/23)
- 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 70,064,000 gallons of potable water for distribution to customers.



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

Date: 9/22/2023

WWTP AUGUST MONTHLY REPORT

Construction continues at the Water Reclamation Facility. Semi-Annual Industry Inspections and Sampling were done. We had a Surprise inspection from TDEC due to an anonymous complaint, all went extremely well. We had an issue with the wall trying to bow in the SBR #2 wall that was fixed through extra support system. We hired a Grade 4 Operator to work with us and that has been a big plus. Our Hach sampler was fixed and it's up and running now.

Larry Quattlebaum
Portland TN WRF Chief Operator

RESOLUTION

City of Portland, Tennessee

No. 23 – 87

A RESOLUTION TO ESTABLISH A CAPITAL ASSET AND DEPRECIATION POLICY FOR THE CITY OF PORTLAND

WHEREAS, municipalities are required by state law to comply with Governmental Accounting Standards Board pronouncements for budgeting, accounting, and financial reporting; and

WHEREAS, the City of Portland Board of Mayor and Aldermen previously established capitalization thresholds for financial reporting purposes as required by Governmental Accounting Standards Board via Resolution 5137 in March 2006; and

WHEREAS, the City of Portland Board of Mayor and Aldermen desire to amend the previously adopted policy to expand upon and establish additional policies related to capital asset management; and

WHEREAS, the City Staff wish to adopt the Model Capital Asset and Depreciation Policy provided by MTAS.

NOW, THEREFORE BE IT RESOLVED, that the City of Portland, Board of Mayor and Aldermen hereby approves the Capital Asset and Depreciation Policy, as it is attached and part of this Resolution.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

City of Portland

Capital Asset and Depreciation Policy

Purpose

This Capital Asset Policy is designed to ensure a uniform understanding of the City of Portland's capitalization policy for assets. This policy establishes the method of maintaining fixed asset information and the minimum cost (capitalization amount) that shall be used to determine the fixed assets that are to be reported in the financial statements in accordance with standards established by the Governmental Accounting Standards Board (GASB).

Capital Asset Classifications

Land - Land is the surface on earth, which may be used to support structures. Land improvements consist of betterments, site preparation and site improvements (other than buildings) of a permanent nature that ready the land for its intended use. The costs associated with improvements to land are added to the cost of the land. Land and land improvements are inexhaustible assets and do not depreciate over time.

Buildings - A structure that is permanently attached to the land and is not intended to be transportable or moveable. Building improvements are capital events that materially extend the useful life of a building, increase the value of a building or both. A building improvement should be capitalized and recorded as an increase to the value of the existing building if the cost of the improvement meets or exceeds the capitalization threshold and increases the estimated useful life.

Improvements other than Buildings - Include depreciable improvements and betterments made to land of a permanent nature, other than buildings that add value to land, but do not have an indefinite useful life.

Machinery and Equipment - An apparatus, tool, or conglomeration of pieces to form a tool, or purchased equipment, used in operations. These items can be fixed or movable tangible assets. They will stand alone and not become a part of a basic structure or building.

Furniture and Fixtures - Represents items that are not permanently affixed to a building and are easily removable.

Vehicles - Vehicles for which title and license must be obtained such as cars, trucks, boats, road-going trailers, etc.

Infrastructure - Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets. Infrastructure assets include drainage, water distribution and sewer collection system rehabilitation, streets and parking lots, curb and gutter, streetscape enhancement, bridges and tunnels, sidewalks, traffic signals and streetlights.

Construction in Progress - Represents the temporary accumulation of costs, such as labor, materials, equipment, and any ancillary charges directly attributable to the construction of the project. The accumulation of costs continues in the CIP account until the project is complete. Once the asset is complete and placed into service, the costs are transferred from CIP to the appropriate capital asset category.

Capitalization Thresholds

Assets purchased, constructed, or received through capital lease or donation must be uniformly grouped into capital asset types. The following table summarizes the capitalization thresholds for the town's capital asset types. Amounts are capitalized when the individual cost equals or exceeds the applicable threshold amount.

Type	Threshold Amount
Land	Purchase Price
Buildings	\$10,000
Improvements	\$10,000
Infrastructure	\$10,000
Machinery, Equipment, and Vehicles	\$10,000
Furniture & Fixtures	\$10,000
Vehicles	\$10,000

Capital Asset Costs

Capital assets are stated at historical cost or, in some instances, estimated historical cost. Donated capital assets are reported at acquisition value. Major outlays for capital assets and improvements are capitalized as projects are constructed. The cost of normal maintenance and repairs that do not add to the value of an asset or materially extend the asset's life is not capitalized. Capital assets, except for land, land improvements and intangible assets with an indefinite useful life are depreciated over their estimated useful lives.

Depreciation

Depreciation is the systematic and rational allocation of net cost (cost less estimated residual value) over the depreciable asset's estimated useful life. Depreciation is calculated on a straight-line basis over the estimated useful life. Depreciation begins in the first month of use for a full month, or if the starting month is not known, depreciation is assumed for half of the fiscal year of implementation.

Residual value is the estimate of what an asset may be sold for at the end of its service life. The City utilizes capital assets until they are deemed worthless, so a residual value of zero (0) is assigned to all capital assets.

Useful Life

The useful life of an asset is that period during which the asset provides benefits. Estimates of useful life consider factors such as physical wear and tear and technological changes that bear on the economic usefulness of the asset. They typically have a useful life of more than one year. The city uses straight-line depreciation over the estimated useful life of the capital asset. Listed below is the schedule use for its capital assets.

Type	Est Life (Years)
Land	Not Depreciated
Buildings (Office and Plant)	30 - 50
Improvements	20 - 50
Infrastructure	30 - 50
Water & Wastewater	
Pumps & Treatment	15 - 20
Transportation Equipment	5 - 10
Lines and Storage	40 - 50
Well/Dam	Engineer's Estimate
Wastewater System	40 - 50
Machinery & Equipment	5 - 15
Furniture & Fixtures	5 - 10
Vehicles	5 - 15

Surplus Property - Disposition of Capital Fixed Assets

Surplus property is defined as assets retained by the city that are not currently in use. Once an asset is determined to be surplus, it is the responsibility of the governing body to declare the property as surplus and determine the method of disposal, which should be consistent with methods allowed under state law.

Procedures and Exceptions

The Finance Department will implement procedures that are in accordance with this policy. If a capital assets situation arises that is not covered within this policy, the governing body may authorize the method of handling. Assets not meeting the requirements above will be inventoried for tracking purposes to reduce the risk of loss.

RESOLUTION

City of Portland, Tennessee

No. 23 - 88

A RESOLUTION TO BEGIN THE CITY OF PORTLAND'S HOMETOWN HEROES PROGRAM

WHEREAS, the City of Portland, Tennessee, is extremely proud and indebted to those among us who have answered the call to duty and served our country in the armed services; and

WHEREAS, the City of Portland is particularly indebted to those from Portland who have served; and

WHEREAS, such heroism should not go without recognition from the City of Portland; and

WHEREAS, to recognize these heroes, Portland wishes to begin a *Hometown Heroes Banner Program*; and

WHEREAS, each banner is unique and will include the veteran's picture, name, rank, branch of service, and era of service; and

WHEREAS, the banners will be displayed throughout the City from May to November of each year; and

WHEREAS, the cost of the program will be shared by the sponsor of the veteran, contributions from private sources, and the City; and

WHEREAS, donated funds will be placed in an assigned fund balance account to be used for the Hometown Heroes Program.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland will begin a *Hometown Heroes Banner Program* to honor the local heroes that bravely served our county. Application is attached and part of this Resolution herein.

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

**City of Portland
Hometown Heroes
Banner Program**

The City of Portland is proud to announce the Hometown Heroes banner program. This program serves as a tribute to recognize the men and women from Portland, who have served or are serving our country in a branch of the military. Each individual banner is unique and will include their picture, their name, rank, branch of service, and era of service.

Hometown Heroes Banners

- ❖ The banners are 24" wide and 48" high and will be located on streets throughout the City.
- ❖ The banners will be displayed yearly from May until after Veteran's Day.
- ❖ Cost of banners \$250.00 to families, individuals, sponsors, and civic organizations. Accepted forms of payment: cash, check, money order, or credit/debit card (2.75% fee for card).
- ❖ The City will accept contributions of any amount to be used for the banner program.
- ❖ Applications can be found on our website: www.cityofportlandtn.gov; or the business office at City Hall, 100 S. Russell Street, Portland.
- ❖ Applications will be accepted from October 1 until December 31 of each year.
- ❖ Only a limited number of applications will be accepted each year on a first come, first serve basis. The schedule is as follows:

2023	20 applications
2024	30 applications
2025 and beyond	50 applications
- ❖ Applications will only be accepted and processed with a fully completed application, photo, proof of service, proof of honorable discharge (if available), and payment. No applications will be accepted after December 31 or after the yearly limit has been met (the City will not hold the applications).
- ❖ A valid email must be provided. The City will send a proof of the banner to the email address in which a signature is required to verify the information on the banner (name, rank, branch of service). After the proof with the signature is returned to the City, the banner will be ordered.
- ❖ Applications will only be accepted in the Business Office at City Hall.
- ❖ Banner placement will be solely at the discretion of the City of Portland.
- ❖ Please contact Brandon McGuire at City Hall, 615-325-6776 ext. 225 with any questions about the banner program.

Ways to Support the Portland Hometown Heroes Banner Program

Anyone may purchase or sponsor a Hometown Heroes banner provided the above requirements are met (application form, photo, and payment).

Contributions toward the program will be graciously accepted and appreciated. The City will use the contributions to support the banner program.

Explanation of the Application

ALL INFORMATION ON APPLICATION MUST BE LEGIBLE – PROOF OF SERVICE IS REQUIRED – PROOF OF HONORABLE DISCHARGE IF AVAILABLE IS REQUIRED

Veteran Information Section

1. This section must include the Veteran's name as it should appear on the banner and their rank.
2. What branch of service.
3. Include the years the veteran served and the era (if applicable).

Era

- Global War on Terror (Sept 22, 2001 - Present)
- Persian Gulf War (Aug 22, 1990 - Aug 31, 1991)
- Cold War (Sept 2, 1945 - Dec 26, 1991)
- Vietnam Conflict (Feb 28, 1962 - Nov 7, 1975)
- Korean War (June 27, 1950 - Jan 31, 1955)
- WWII (Dec 7, 1941 - Dec 31, 1946)
- WWI (Apr 6, 1917 - Nov 11, 1918)
- Spanish American War (Apr 1898 - Aug 1898)
- Civil War (1861 - 1865)

4. If there is a sponsor for the banner, please include the name.

******THE SPONSOR'S NAME WILL NOT BE ON THE BANNER******

Purchaser Information Section

1. Name of purchaser that will be responsible for approving banner proof and answering any questions the City may have.
2. What is the purchaser's relation to the veteran.
3. Please provide a good phone number and email address.
4. Purchaser address.

Photo Section

1. The photo must be the following:
 - Legible
 - Original Photo – it will be mailed back to purchaser at the address provided.
 - Veteran in uniform (combat, service, or dress).
 - Photo of veteran only. No family or platoon/squad photo will be accepted.

Please read and sign the application. Only applications that are complete will be accepted. The application must include a photo, proof of service, and payment. Partial completed applications and/or lack of photo will not be accepted until all requirements are met.

Accepting applications from October 1 - December 31
Submit an **ORIGINAL PHOTO** – it will be returned.

City of Portland

Hometown Heroes Banner Application

Banners cost \$250 and will be displayed in the City of Portland from May to November of each year. Any questions can be emailed to bmcguire@cityofportlandtn.gov.

Application must be filled out completely, payment of banner, proof of service, proof of honorable discharge, and photo must accompany this application. An email must be provided so a proof of the banner can be emailed to verify spelling of the veteran's name. Once the proof is accepted and signed by the purchaser, the order is placed. It is of the upmost importance that Portland honors our heroes with accurate information. Thank you for taking an interest in this program and allowing us to honor your hero.

VETERAN INFORMATION

1. Name and Rank (if known) of Veteran being honored:

2. Branch of Service:

3. Era/Service Years (example 1943-1945):

4. Sponsor's Name (i.e. Joe & Jane Smith; Mom & Dad; the Smith Family, etc) NAME

WILL **NOT** BE ON BANNER

PURCHASER INFORMATION

****Purchaser will be responsible for approving all proofs.**

1. Name of Purchaser:

2. Relation to Veteran:

3. Phone Number:

Email:

4. Address:

PHOTO

Photo must be legible.

Photo of veteran must be in uniform.

Original Photo – it will be returned.

Photo of veteran only (no family or platoon/squad).

By my signature below, I hereby grant Portland permission to use the accompanying photo (which includes a likeness of me my loved one) in the Hometown Heroes Banner Program and for promotional use. I assume all responsibility for providing accurate, true, and correct information regarding the veteran being honored on the banner. **Submit an ORIGINAL PHOTO – it will be returned.**

Sign

Date

Accepted payments are cash, check, or credit/debit card. There is a 2.75% service fee for the use of credit card.



Hometown Heroes Banner Contribution

****Contributor's name will not appear on the banner.****

First Name _____

Last Name _____

Address _____

City/State/Zip _____

Home Phone _____ Cell Phone _____

Email _____

Enclosed is my gift of \$ _____

I would like my donation applied toward:

☐ Hometown Hero Banner Program

Please make checks, corporate matches, and other donations payable to:

City of Portland, 100 S. Russell St, Portland, TN 37148

☐ Please keep my donation confidential

City of Portland is a government organization. Please keep a copy of this form and your receipt for your records.

ORDINANCE

City of Portland, Tennessee

No. 23 – 48

Second Reading

AN ORDINANCE APPROVING A CONTRACT AMENDMENT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR CONTRACT 83-555-0736-23, AERO-23-215-00.

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provided a contract as defined No. 83-555-0736-23 at the Portland Municipal Airport; and

WHEREAS funding for participation in this program has been approved by the State of Tennessee Department of Transportation Aeronautics Division for the Portland Municipal Airport and this project requires an amendment for additional environmental work and boundary surveys for land acquisition; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Portland, Tennessee that the contract amendment for the aforementioned project sponsored by the State of Tennessee Aeronautics Division is hereby approved so as to be an obligation of the Portland Airport Authority and the State of Tennessee; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: September 11, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 49

First Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR MAINTENANCE COSTS FOR THE FISCAL YEAR 7-1-2023 THROUGH 6-30-2024.

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for the reimbursement of eligible maintenance costs at the Portland Municipal Airport; and

WHEREAS funding for this application has been approved by the State of Tennessee Department of Transportation Aeronautics Division for the fiscal year ending 6/30/2024; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Portland, Tennessee that the contract to provide funds for maintenance reimbursement between the Portland Airport Authority and the State of Tennessee **TAD Project Number 83-055-0738-24; TAD Contract Number AERM-23-150-00** is hereby approved and the Airport Authority Chairman is authorized and directed to execute said contract so as to be an obligation of the Portland Airport Authority and the State of Tennessee; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 49

First Reading

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE PORTLAND AIRPORT AUTHORITY AND THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AERONAUTICS DIVISION FOR MAINTENANCE COSTS FOR THE FISCAL YEAR 7-1-2023 THROUGH 6-30-2024.

WHEREAS the State of Tennessee Department of Transportation Aeronautics Division provides a contract for the reimbursement of eligible maintenance costs at the Portland Municipal Airport; and

WHEREAS funding for this application has been approved by the State of Tennessee Department of Transportation Aeronautics Division for the fiscal year ending 6/30/2024; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Portland, Tennessee that the contract to provide funds for maintenance reimbursement between the Portland Airport Authority and the State of Tennessee **TAD Project Number 83-055-0738-24; TAD Contract Number AERM-23-150-00** is hereby approved and the Airport Authority Chairman is authorized and directed to execute said contract so as to be an obligation of the Portland Airport Authority and the State of Tennessee; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)																																															
Begin Date 7/1/2023		End Date 6/30/2024		Agency Tracking # 40100-51008	Edison ID 74118																																										
Grantee Legal Entity Name Portland Airport Authority					Edison Vendor ID 4116																																										
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number # N/A Grantee's fiscal year end																																													
Service Caption (one line only) FY24 Airport Maintenance																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Funding — FY</th> <th style="text-align: right;">State</th> <th style="text-align: right;">Federal</th> <th style="text-align: right;">Interdepartmental</th> <th style="text-align: right;">Other</th> <th style="text-align: right;">TOTAL Grant Contract Amount</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2024</td> <td style="text-align: right;">\$15,000.00</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$15,000.00</td> </tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td> </td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td style="text-align: right;">TOTAL:</td> <td style="text-align: right;">\$15,000.00</td> <td style="text-align: right;">\$0.00</td> <td></td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$15,000.00</td> </tr> </tbody> </table>						Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount	2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00																									TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00
Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount																																										
2024	\$15,000.00	\$0.00		\$0.00	\$15,000.00																																										
TOTAL:	\$15,000.00	\$0.00		\$0.00	\$15,000.00																																										
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection For every project, the airport owner, sponsor or educational program must submit a letter of request and an application to the Aeronautics Division. The Aeronautics Division staff reviews all project requests monthly. The review is based on the Division's established criteria and policies. The review results are presented to the Commissioner for approval. Grant award amounts will be based upon available funds and the amount requested, and such funding will be continued in order of application approval. Describe the reasons for a non-competitive grantee selection process.																																															
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG																																											
Speed Chart (optional) TX00		Account Code (optional) 71302																																													

VENDOR ADDRESS: 12

LOCATION CODE: PORTLA-011

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
PORTLAND AIRPORT AUTHORITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Portland Airport Authority hereinafter referred to as the "Grantee," is for the provision of maintenance, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4116

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The purpose of this grant shall be to provide financial assistance to a publicly owned airport. Pursuant to the provisions of Tennessee Code Annotated 42-2-203, assistance shall be for eligible maintenance work items or improvements as described but not limited to as shown in Attachment Reference. The Grantee shall provide a five percent (5%) participation of actual costs.
- A.3. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
 - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (**Attachment One**) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on July 1st, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as **Attachment Two** is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Transportation – Aeronautics Division
<https://www.blackcataviation.com>

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Transportation – Aeronautics Division.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were

incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:
The State:

Matthew Burns
Transportation Program Monitor
Aeronautics Division
TN Dept. of Transportation – Aeronautics Division
7335 Centennial Boulevard
Nashville, TN 37209
Telephone: 615-741-3208

The Grantee:

Douglas Hunter, Airport Director
Portland Airport Authority
601 Airport Road
Portland, TN 37148
Email: dhunteraviation@aol.com
Telephone: 615-323-7500

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. Grantee shall submit one of the following for Grant amounts greater than Two Thousand dollars (\$2,000.00) but less than Ten Thousand dollars (\$10,000.00): Grants with a term of only one (1) year – Grantee shall submit a final report within three (3) months of the Effective Date. Grants with a term more than one (1) year, the Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

If the Grantee is subject to an audit under this provision, then the Grantee shall complete **Attachment Three**.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Reserved.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.3. Reimbursements to Reflect Match/Share. Reimbursements to Grantee shall reflect the percentage of Grantee Match/Share detailed in the Grant Budget. Reimbursements are subject to the other provisions of this Grant Contract, including but not limited to, the maximum liability amount in Section C.1.
- E.4. Airport Operations. For all grants that total fifty thousand dollars (\$50,000.00) or more, as consideration for receiving this Grant from the State, the Grantee agrees to operate and maintain the Airport for a period of twenty (20) years from the effective date of this Grant Contract.
- E.5. No Retainage Allowed. The Grantee may not withhold retainage on progress payments from the prime contractor and the prime contractor may not withhold retainage from their subcontractors.
- E.6. Printing Authorization. The Grantee agrees that no printing/publication shall be printed pursuant to this Grant Agreement without the prior authorization of the State even if printing costs are included in the budget line items, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. The Grantee and its employees may publish the results of the

research in whole or in part as they deem appropriate without authorization by the State if it is at no cost to the Grantor State Agency.

IN WITNESS WHEREOF,

PORTLAND AIRPORT AUTHORITY:

83-555-0738-24

DOUGLAS HUNTER
DOUGLAS HUNTER (Aug 17, 2023 12:43 CDT)

Aug 17, 2023

GRANTEE SIGNATURE

DATE

DOUGLAS HUNTER, AIRPORT DIRECTOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, DEPUTY GOVERNOR & COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

JOHN REINBOLD, GENERAL COUNSEL

DATE

This grant is intended to assist airports with expenses related to the maintenance and upkeep of airport facilities and grounds that are not of sufficient size to request a stand-alone project.

The following are examples of eligible and ineligible items for use with your Airport Maintenance grant. This is not an all-inclusive list. If you have questions about the eligibility of an expense contact TDOT Aeronautics Division.

Eligible Uses:

1. Preventive maintenance, repair or replacement of maintenance buildings, equipment, navigational aids, lighting systems, pavements and other property or facilities necessary for the safe and efficient functioning of the airport
2. Purchase of mowing equipment
3. Maintenance services such as mowing, landscaping or other related work on airport property (i.e. services contracted by airport sponsor, county/city grounds service – journal vouchered for the time worked on airport maintenance only)
4. Unicom and other radio equipment
5. Airport signage, including airfield signage, entrance signs, road signs, and directory signs
6. Fire extinguishers including inspection fees
7. Installation and subscription to an aviation flight planning satellite weather system (i.e. D.T.N., W.S.I. or Pan Am Weather Systems)
8. Testing or inspection of underground fuel storage tanks, and associated fees (as necessary to comply with federal and/or state regulations)
9. Sales tax on eligible items
10. QTPod Fuel Services for upgrade to self-service stations from the 3000 series to 4000 series.

Ineligible Uses:

1. Food or drink
2. Fuel for any purpose
3. Uniforms or Uniform Services
4. Cleaning supplies, cleaning service including waste removal
5. Items that would only be used/worn by one individual. (i.e. boots, clothing, gloves, etc.)
6. Utility or telephone bills (including cellular / "land line")
7. Maintenance of facilities or equipment not owned or located on the airport property
8. Purchase or maintenance of aircraft, automobiles, pickup trucks, tugs or any passenger vehicle including club cars (golf carts).
9. Services performed by a Fixed Based Operator (FBO), by anyone employed or contracted by the FBO, or employees of the airport sponsor, for any type of airport operational duties or functions that would normally be required of their job.
10. Insurance of any type
11. Computers, computer software, computer peripherals, or Internet Service (unless otherwise noted above)
12. Office supplies, including toner and copy paper
13. Furniture (including cabinetry of any type)
14. Television/Cable
15. Office Equipment (unless otherwise noted above)
16. Repairs of office equipment
17. Registration, travel or expenses for conferences or seminars
18. Purchase (or repair) of appliances
19. Firearms/Weapons
20. Local matching funds for Projects

TDOT Aeronautics will determine the eligibility for reimbursement for all items on a case by case basis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET				
Portland Airport Authority: FY24 Airport Maintenance				AERM-24-150-00
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: 7/1/2023		END: 6/30/2024		
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$15,000.00	\$789.47	\$15,789.47
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	\$15,000.00	\$789.47	\$15,789.47

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT TWO
PAGE TWO

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FY24 Airport Maintenance	\$15,000.00
TOTAL	\$15,000.00

TAD Project # 83-555-0738-24

Project Breakdown: \$15,000.00 95% State
TX# \$ 789.47 5% Local Participation
Grant Total: \$15,789.47

Reimbursable Amount: \$15,000.00

Notwithstanding any provision contained herein, grantee agrees to participate (fund) at least five (5%) of the total project cost.

**ATTACHMENT THREE
PAGE ONE**

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

RESOLUTION

City of Portland, Tennessee

No. 23 - 89

**A RESOLUTION TO AUTHORIZE THE REMOVAL OF EXCESS FILL DIRT
AT RICHLAND PARK**

WHEREAS, A detention pond was created on Richland Park property to accommodate development on an adjoining property; and

WHEREAS, The City has exhausted its need for the remaining excavated dirt and is ready for removal from property; and

WHEREAS, It has been determined that it would be best to allow interested licensed and insured commercial contractors to come in and request the dirt and haul it away on a first-come-first-served basis using guidelines created by the Park Director; and

NOW, THEREFORE BE IT RESOLVED, That the governing body does hereby authorize the removal of remaining fill dirt from Richland Park according to guidelines put forth by the Park Director; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 23 - 86

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

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

WHEREAS, one member of the Municipal Planning Commission moved and left a vacancy on the board; and

WHEREAS, Vince Ellis has expressed an interest in filling the position and has consented to serve; and

NOW, THEREFORE BE IT RESOLVED, By the Mayor and Board of Aldermen that Vince Ellis is hereby appointed to fill the remainder of an unexpired (3) year term (Resolution No. 21-108) that will expire December 6, 2024, effective immediately; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

ORDINANCE

City of Portland, Tennessee

No. 23 – 50

First Reading

AN ORDINANCE TO AMEND THE CITY OF PORTLAND, TENNESSEE ZONING MAP BY REZONING 42.72 ACRES AT (108 TENNESSEE GAS PUMPING STATION ROAD) (MAP 019M, E, PARCELS 022.00) FROM RS-15 (RESIDENTIAL) TO PLAN UNIT DEVELOPMENT DISTRICT (RESIDENTIAL PUD W/ BASE ZONE R-10 RESIDENTIAL) WITH A PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE VILLAGE GREEN

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

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

WHEREAS, the Portland Municipal Planning Commission recommended disapproval of the rezoning to Plan Unit Development (Residential PUD), with a base zone R-10 Residential, by a vote of 5-2 at their September 12, 2023 meeting.

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

Section 1. That the property described herein be, and the same is hereby, rezoned from RS-15 (Residential) to (Residential PUD District) with a base zone of R-10 Residential, as described in Exhibit 'A' and approves the Preliminary Master Development Plan for The Village Green.

Approximately 42.72 +/- acres located at 108 Tennessee Gas Pumping Station Road as shown on the attached map.

For reference, see in the Registers of Deeds Office of Sumner County, Tennessee, and being shown as: For reference, see Record Book, Page , Page in the Register's Office of Sumner County, Tennessee, and being shown as Map 019M, E, Parcel 022.00, for Sumner County, Tennessee.

Section 2. That all Ordinances in conflict herewith are repealed to the extent of said conflict, and that this Ordinance shall become approved on final reading, 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

EXHIBIT A: PRELIMINARY MASTER DEVELOPMENT PLAN FOR RUBY SPRINGS





PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES
OR IMPLEMENTATION)

Sheet Title		
SITE LAYOUT		
No.	Date	Revision Description
Drawn By:		Checked By:
Date:		Proj. No.:
File Name: 0205.7.Sheet C2 01 Layout.dwg		

CHINA VOL.
C2.01

ORDINANCE

City of Portland, Tennessee

No. 23 – 51

First Reading

AN ORDINANCE TO AMEND ORDINANCE 22-58, THE CONTRACT AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT), FOR THE RELOCATION OF GAS UTILITIES WITHIN THE PROPOSED STATE INDUSTRIAL ACCESS PROJECT COMMODORE (DORMAN PRODUCTS)

WHEREAS the Tennessee Department of Transportation (TDOT) plans to construct a state industrial access road to serve Project Commodore (Dorman Products) which is in Robertson County – PIN #127961.00 Contract 9244; and

WHEREAS, this ordinance shall amend the budget for the project to change the following paragraphs; and

WHEREAS, the original contract states:

*WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$93,434.78**, including the amount of **\$24,416.32** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$24,418.46** for the cost of inspection provided by the Utility; and the amount of **\$44,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **100%** represents the pro-rata share to which the utility is entitled to reimbursement for relocation of Utility facilities located on private utility right-of-way, and **0%** represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the utility's facilities (hereinafter called "Utility's Cost"); and*

WHEREAS, the supplemental contract states:

*WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$96,807.82**, including the amount of **\$31,962.61** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$20,245.21** for the cost of inspection provided by the Utility; and the amount of **\$44,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **100%** represents the pro-rata share to which the utility is entitled to reimbursement for relocation of Utility facilities located on private utility right-of-way, and **0%** represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the utility's facilities (hereinafter called "Utility's Cost"); and*

WHEREAS it is necessary that the City of Portland amends the contract agreement with TDOT for this gas utility relocation; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to amend Ordinance 22-58 to revise the contract agreement with TDOT in the increased amount of \$3,373.04 for the relocation of gas utilities within the proposed state industrial access Project Commodore (Dorman Products). Once approved the total amended agreement amount shall be \$96,807.82, with \$96,807.82 of that being reimbursable; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

74945-2488-04



Contract No. 9244

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **9244** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Portland (Gas)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **9244**, dated the **26th day of September 2022**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **127961.00, State Industrial Access serving Project Commodore (Dorman Products)**, located in **Robertson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$93,434.78**, including the amount of **\$24,416.32** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$24,418.46** for the cost of inspection provided by the Utility; and the amount of **\$44,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **100** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **0** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the Utility's facilities (hereinafter called the "Utility's Cost"); and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$96,807.82**, including the amount of **\$31,962.61** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$20,245.21** for the cost of inspection provided by the Utility; and the amount of **\$44,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **100** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **0** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the Utility's facilities (hereinafter called the "Utility's Cost"); and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Portland (Gas)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Howard H. Eley
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if:

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012



EXHIBIT A

Project No: 74945-2488-04
County: Robertson
Date: September 22, 2023

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Mike Callis, Mayor
E-mail: mikecallis@cityofportlandtn.gov Phone: (615) 325-6776
Secondary Contact: _____
E-mail: _____ Phone: _____
Utility Name: City of Portland Gas
Address: 100 South Russell Street
City, State: Portland, Tennessee Zip: 37148

Percent On Private: 100% Private ROW - #Poles / Length of facility: 303
Percent On Public: 0% Public ROW - #Poles / Length of facility: 0
Total Percentage: 100% Total #Poles / Length of facility: 303 ✓

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

TDOT USE ONLY	
RG Approval and Date: <i>Don McGehee</i> 9/22/23	
Consult Appr. Date: 1	
Amount Approved: \$ -	
HQ Approval and Date: <i>Chris Johnston</i> 9/25/2023	
CH86 Y/N	PIN#: 127961.00
LET: 1 / 1	Contract #: 9244 Sup 1
Easement Contract #	

CHAPTER 86
REIMBURSEMENT MOVE PRIOR ☐
REQUESTED MOVE IN State Contract ☐
(Please check ONE) Other ☐

NON-CHAPTER 86
% Private / Public Relocation ☒ X
% Private / Public MOVE IN State Contract ☐
Utility Replacement Easement Reimbursement ☐

ENGINEERING		Amount
Description		
Pre-Construction		\$ 22,320.65
Construction		\$ 6,821.96
Construction Inspection	Private	\$ 20,245.21
Construction Inspection	Public	\$ -
Reimbursable Expenses		\$ 2,820.00
ENGINEERING COST:		\$ 52,207.82 ✓

CONSTRUCTION (LABOR & MATERIAL)		Amount
Description		
Installation Labor		\$ 44,600.00
Installation Materials		\$ -
Removal Labor		\$ -
Site Costs		\$ -
Material Provided to State		\$ -
Salvage Materials		\$ -
Non-Usable Materials		\$ -
ESTIMATED CONSTRUCTION COST:		\$ 44,600.00 ✓

BETTERMENT		Amount
Description		
Installation Labor		\$ -
Installation Materials		\$ -
ESTIMATED UTILITY BETTERMENT COST:		\$ -
ESTIMATED REPLACEMENT EASEMENT COST:		\$ -
If cost is listed above, separate Easement Contract is needed		
ESTIMATED TOTAL CONSTRUCTION COST:		\$ 96,807.82 ✓

UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ -
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE:	\$ 96,807.82 ✓

Does Estimate Exceed \$1.75M Cap? - N
Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)	
RELOCATION EXCEEDS \$1.75M CAP:	\$0.00
AMOUNT OVER 75% REIMBURSEMENT:	\$0.00
ESTIMATED UTILITY BETTERMENT COST:	\$0.00
NON-CHAPTER 86 MOVE-IN CONST COST:	\$0.00
TOTAL UTILITY DEPOSIT:	\$0.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Declaration of Scheduled Calendar Days

Project Number: 74945-2488-04

Date: _____

Description: State Industrial Access Serving Project Commodore

County: Robertson

Utility Name: City of Portland Gas

Address: 100 South Russell Street

City, State: Portland, Tennessee

Zip Code: 37148

Phone Number: (615) 325-6776

Fax Number: (615) 325-5345

Type of Facilities: ☐ Water ☐ Sewer ☒ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	50	
Mobilize Work Force (including Bidding process if Required)	40	
Complete Relocation	30	
Total Days To Complete	120	

Special Conditions:


Signature of submitting
Utility Representative


Date


Signature of submitting
State Representative


Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.

ORDINANCE

City of Portland, Tennessee

No. 23 – 52

First Reading

AN ORDINANCE TO AMEND ORDINANCE 22-59, THE CONTRACT AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT), FOR THE RELOCATION OF SEWER UTILITIES WITHIN THE PROPOSED STATE INDUSTRIAL ACCESS PROJECT COMMODORE (DORMAN PRODUCTS)

WHEREAS the Tennessee Department of Transportation (TDOT) plans to construct a state industrial access road to serve Project Commodore (Dorman Products) which is in Robertson County – PIN #127961.00 Contract 9243; and

WHEREAS, this ordinance shall amend the budget for the project to change the following paragraphs; and

WHEREAS, the original contract states:

*WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$164,596.32**, including the amount of **\$21,596.32** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$0.00** for the cost of inspection provided by the Utility; and the amount of **\$143,000** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **88%** represents the pro-rata share to which the utility is entitled to reimbursement for relocation of Utility facilities located on private utility right-of-way, and **12%** represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the utility's facilities (hereinafter called "Utility's Cost"); and*

WHEREAS, the supplemental contract states:

*WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$282,498.82**, including the amount of **\$66,531.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$30,367.82** for the cost of inspection provided by the Utility; and the amount of **\$185,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **88%** represents the pro-rata share to which the utility is entitled to reimbursement for relocation of Utility facilities located on private utility right-of-way, and **12%** represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the utility's facilities (hereinafter called "Utility's Cost"); and*

WHEREAS it is necessary that the City of Portland amends the contract agreement with TDOT for this sewer utility relocation; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to amend Ordinance 22-59 to revise the contract agreement with TDOT in the increased amount of \$117,902.50 for the relocation of sewer utilities within the proposed state industrial access Project Commodore (Dorman Products). Once approved the total amended agreement amount shall be \$282,498.82, with \$248,598.96 of that being reimbursable; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

74945-2488-04



Contract No. 9243

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT **#1** to Contract No. **9243** made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Portland (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. **9243**, dated the **26th day of September 2022**, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. **127961.00, State Industrial Access serving Project Commodore (Dorman Products)**, located in **Robertson** County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$164,596.32**, including the amount of **\$21,596.32** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$0.00** for the cost of inspection provided by the Utility; and the amount of **\$143,000.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **88** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **12** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the Utility's facilities (hereinafter called the "Utility's Cost"); and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate and plans showing the cost and manner of relocating these facilities, which estimate is in the total amount of **\$282,498.82**, including the amount of **\$66,531.00** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **\$30,367.82** for the cost of inspection provided by the Utility; and the amount of **\$185,600.00** for the cost of relocating the Utility's facilities, including the amount of **\$0.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **88** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **12** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way/or any betterment to the Utility's facilities (hereinafter called the "Utility's Cost"); and

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY

City of Portland (Sewer)

BY: _____

TITLE: _____

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Howard H. Eley
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel



Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City

State

Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations

Title

Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

- (a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.
- (b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--
- (1) that their application would be inconsistent with the public interest;
 - (2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.
- [(4) Redesignated (3)]
- (c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- (d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.
- (e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--
- (1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or
 - (2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;
- that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.
- (f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--
- (1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and
 - (2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,
- the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

<http://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

Code of Federal Regulations

Title 23 – Highways

Volume: 1

Date: 2001-04-01

Original Date: 2001-04-01

Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways.

CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.

SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.

PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.

Updated: 04/26/2012



EXHIBIT A

Project No: 74945-2488-04
 County: Robertson
 Date: September 1, 2023

****Submittal and completion of this form is required for consideration of reimbursement on this project.****

Primary Contact: Mike Callis, Mayor
 E-mail: mikecallis@cityofportlandtn.gov Phone: (615) 325-6776
 Secondary Contact: _____
 E-mail: _____ Phone: _____
 Utility Name: City of Portland - Sewer
 Address: 100 South Russell Street
 City, State: Portland, Tennessee Zip: 37148

Percent On Private: 88% Private ROW - #Poles / Length of facility: 1376
 Percent On Public: 12% Public ROW - #Poles / Length of facility: 184
 Total Percentage: 100% Total #Poles / Length of facility: 1560 ✓

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? ☒ Y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

CHAPTER 86

REIMBURSEMENT MOVE PRIOR ☐
 REQUESTED MOVE IN State Contract ☐
 (Please check ONE) Other ☐

NON-CHAPTER 86

% Private / Public Relocation ☒
 % Private / Public MOVE IN State Contract ☐
 Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction	\$ 40,501.44
Construction	\$ 26,029.56
Construction Inspection Private	\$ 26,723.68
Construction Inspection Public	\$ 3,644.14
Reimbursable Expenses	\$ -
ENGINEERING COST:	\$ 96,898.82 ✓

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	\$ 185,600.00
Installation Materials	\$ -
Removal Labor	\$ -
Site Costs	\$ -
Material Provided to State	\$ -
Salvage Materials	\$ -
Non-Usable Materials	\$ -
ESTIMATED CONSTRUCTION COST:	\$ 185,600.00 ✓

BETTERMENT

Description	Amount
Installation Labor	\$ -
Installation Materials	\$ -
ESTIMATED UTILITY BETTERMENT COST:	\$ -
ESTIMATED REPLACEMENT EASEMENT COST:	\$ -
If cost is listed above, separate Easement Contract is needed	
ESTIMATED TOTAL CONSTRUCTION COST:	\$ 282,498.82 ✓

TDOT USE ONLY

RG Approval and Date: *Sean McDermott 9/18/23*
 Consult Appr. Date: 1/1
 Amount Approved: \$ -
 HQ Approval and Date: *Chris Johnston 9/25/2023*
 CH86 Y / ☒ ☐ PIN#: 127961.00
 LET: 1/1 Contract #: 9243 Sup 1
 Easement Contract #

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT: \$ -
 CHAPTER 86 MOVE PRIOR: \$ -
 NON-CHAPTER 86 MOVE-IN CONTRACT: \$ -
 NON-CHAPTER 86 % PUBLIC/PRIVATE: \$ 248,598.96

Does Estimate Exceed \$1.75M Cap? - N
 Does Estimate Require 75% Cap? - N

UTILITY DEPOSIT (IF APPLICABLE)

RELOCATION EXCEEDS \$1.75M CAP: \$0.00
 AMOUNT OVER 75% REIMBURSEMENT: \$0.00
 ESTIMATED UTILITY BETTERMENT COST: \$0.00
 NON-CHAPTER 86 MOVE-IN CONST COST: \$0.00
 TOTAL UTILITY DEPOSIT: \$0.00

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.



Declaration of Scheduled Calendar Days

Project Number: 74945-2488-04

Date: _____

Description: State Industrial Access Serving Project Commodore

County: Robertson

Utility Name: City of Portland - Sewer

Address: 100 South Russell Street

City, State: Portland, Tennessee

Zip Code: 37148

Phone Number: (615) 325-6776

Fax Number: _____

Type of Facilities: ☐ Water ☒ Sewer ☐ Gas ☐ Telephone ☐ Electric
☐ CATV ☐ Fiberoptic ☐ Other

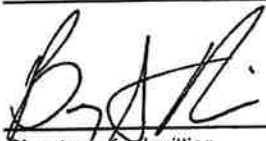
Required Period services cannot be interrupted: _____

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	50	
Mobilize Work Force (including Bidding process if Required)	40	
Complete Relocation	30	
Total Days To Complete	120	

Special Conditions:

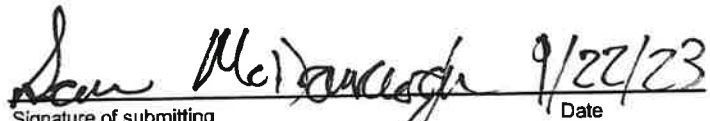
mmm



Signature of submitting
Utility Representative

9/21/23

Date



Signature of submitting
State Representative

9/22/23

Date

Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.