Board of Mayor and Aldermen

City Council Meeting

Portland City Hall
100 South Russell Street
Portland, TN 37148
October 16, 2023
5:00 PM

A. Call To Order

B. Prayer And Pledge

C. Roll Call

D. Approval Of Minutes

Documents:

MINUTES 10-2-23.PDF

E. Approval Of Agenda

F. 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.*

G. Communications From Council Members

H. Mayor's Report

I. Community Development

Alderwoman Megann Thompson

J. Finance

Alderwoman Penny Barnes

K. Fire Department

Vice Mayor Jody McDowell; Financed by: General Fund

L. Human Resources

Alderwoman Penny Barnes

M. Legislative
Mayor Mike Callis

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

1. Ordinance No. 23-49 - Second 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

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

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

1. Ordinance No. 23-54- First Reading
An Ordinance to amend Article IV of the Combined Zoning Ordinance No. 387 of the City of Portland to specify requirements for Residential Accessory Buildings and/or structures to include side-yard carports.

Documents:

ORDINANCE 23 54 ZONING AMENDMENT CARPORT.PDF

2. Discussion - PUD Regulations

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

1. Resolution No. 23-92
A Resolution by the City of Portland, Tennessee to declare certain property owned by the City to become surplus.

Documents:

RES 23-92 FOR PD SURPLUS VEHICLES.PDF

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

1. Ordinance 23-55 - First Reading
An Ordinance to enter into an agreement with Jetton Property Group and the City of Portland to construct a 50x80x22 salt building.

Documents:

ORD 23-55 SALT SHED CONTRACT WITH JETTON PROPERTIES.PDF

2. Ordinance 23-56 - First Reading

   An Ordinance to enter an agreement with Campbell Partners to construct a concrete wall and concrete floor for a 50x80x22 salt building.

   Documents:

   ORD 23-56 CONCRETE FLOOR FOR SALT SHED WITH CAMPBELL.PDF

S. 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 - Second 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 - GAS - 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 - Second 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 - SEWER - TO AMEND ORD 22-59 TDOT SIA (SEWER).PDF
   ORD 23-52 A1 - SEWER CU9243 SUP 1 PACKET.PDF

3. Ordinance No. 23-53 - Second Reading

   An Ordinance to amend ordinance 22-60, the contract agreement between the city of Portland and the Tennessee department of transportation (TDOT), for the relocation of water utilities within the proposed state industrial access project commodore (Dorman products.

   Documents:

   ORD 23-53 WATER - TO AMEND ORD 22-60 TDOT SIA (WATER).PDF

4. Ordinance No 23-57– First Reading

   An Ordinance to enter an agreement with Ensafe, Inc. for the underground storage tank closure project at the Water Treatment Plant.

   Documents:

   ORDINANCE 23-57 ORD FOR ENSAFE INC FOR THE UNDERGROUND STORAGE TANK CLOSURE.PDF
   ATTACHMENT ESTIMATE OF QUANTITIES AND BID FROM ENSAFE.PDF

5. Resolution 23-93

   A Resolution authorizing L & W Properties GP to pay-in-lieu of installing approximately 1,100 linear feet of 12-inch water main for the entire length of their road frontage from West Market St to Sandya Avenue, along Hwy 52W.

   Documents:

   RESOLUTION 23-93 L W PROPERTY TO PAY-IN-LIEU OF INSTALLATION OF WATER MAIN ALONG HWY 52 W.PDF
   ATTACHMENT LW PROPERTIES - PAY IN LIEU OF CALCULATOR.PDF

6. Discussion

   Mitchellville sewer tap request.

   Documents:

   ATTACHMENT DISCUSSION ON MITCHELLVILLE SEWER TAP REQUEST 9.8.23.PDF

7. Discussion

   Fire line meters and fire line.

   Documents:

   ATTACHMENT FIRELINE TESTING.PDF
   ATTACHMENT- CONTROLLING WATER LOSS.PDF

T. Discussion - Ad Hoc Committee

U. Adjournment

CITY OF PORTLAND
BOARD OF MAYOR AND ALDERMEN
MINUTES
October 2, 2023
5:00 PM

1. Call to Order
Mayor Callis called the meeting to order at 05:01 PM.

2. Prayer and Pledge
Alderman Jennings led the prayer and pledge.

3. Roll Call

Present	Also Present
Alderman Mike Hall	Attorney John Bradley
Alderwoman LaToya Holcomb	City Recorder Rachel Slusser
Alderman Drew Jennings	Assistant City Recorder Tracy Kizer
Vice-Mayor Jody McDowell	
Alderwoman Meggan Thompson	**Absent**
Alderman Brian Woodall	Alderwoman Penny Barnes
Mayor Mike Callis	

4. Approval of Minutes

A. August 21, 2023 Minutes
Motion to: Approve
By: Woodall
Second: Holcomb
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

5. Approval of Agenda
Motion to: Amend agenda to include Ordinance No. 23-53 under Utilities, and remove Section H.
By: Thompson
Seconded: Jennings
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

6. Communications from Council Members

- Alderman Hall showed a PowerPoint presentation about population & demographics.
- Alderwoman Holcomb congratulated the Mayor for his award as Mayor of the year.

7. Public Comment Period

- Randel Hinton - 117 TGT Rd. spoke against Ordinance 23-50
- Trudy Crafton - 108 TGT Rd spoke against Ordinace 23-50
- Randy Gilliam - 108 Oakhill Dr. spoke against Ordinace 23-50

8. Alcohol Beverage Board

Chair Jody McDowell called the Beer Board to order @ 5:21.

A. Discussion of off-premises permit for Circle K.
Chairman McDowell advised Circle K is purchasing Mapco and is requesting a beer permit.
Motion to: Approve
By: Jennings
Second: Hall
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

B. 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.
Motion: to Approve
By: Jennings
Second: Thompson
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

C. 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
Motion to: Approve
By: Jennings
Second: Thompson
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent:Barnes
Motion passed (voice vote)

9. Department Reports:

Motion to: Approve
By: Thompson
Second: Woodall
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Abstain: None
Absent: Barnes
Motion passed (voice vote)

10. **Mayor's Report** - Mayor Callis reported:

- The Fall Festival will be October 21,2023.
- The old Farmers Bank building is being remodeled and structural issues have been uncovered.

11. **Community Development – Alderwoman Megann Thompson**

No Items

Additional Discussion: Alderwoman Thompson reported there may be discussion, at a future meeting, of a retail strategy plan, possible funding and working with another community partner.

12. **Finance – Alderwoman Penny Barnes**

A. Resolution No. 23-87 - A Resolution to establish a Capital Asset and Depreciation Policy for the City of Portland.
Motion to: Approve
By: Woodall
Second: McDowell
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

B. Resolution No. 23-88 - A Resolution to begin the City of Portland's Hometown Heroes Program.
Motion to: Approve
By: Woodall
Second: McDowell
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

13. **Fire Department – Vice Mayor Jody McDowell**

No Items

14. **Human Resources – Alderwoman Penny Barnes**

No Items

15. **Legislative – Mayor Mike Callis**

No Items

16. **Municipal Airport – Alderman Mike Hall**

A. 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.
Motion to: Approve
By: Hall
Second: McDowell
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None

Absent: Barnes
Motion passed (voice vote)

B. 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.
Motion to: Approve
By: Hall
Second: Woodall
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

17. Parks & Recreation – Alderman Brian Woodall

A. Resolution No. 23-89 - A Resolution to authorize the removal of excess fill dirt at Richland Park.
Motion to: Approve
By: Woodall
Second: Jennings
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)
Addition Discussion: Jamie White reported the cost of the sign would be $10,000 and he would be moving forward. He did not know any time frames until he could give the approval.

18. Police Department – Alderman Drew Jennings
No Items

19. Planning & Codes – Alderwoman Megann Thompson

A. Resolution No. 23-86 - A Resolution to appoint one member, to the Portland Municipal Planning Commission.
Motion to: Approve
By: Thompson
Second: Jennings
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

B. 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.
Motion to: Discuss/Approve
By: Thompson
Second: Holcomb
Discussion: Don Collins, TTL representative, explained the project. Owner/developer Mr. Reyes addressed the council.

Yes: None
No: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
Absent: Barnes
Motion failed (voice vote)

20. Public Works – Alderwoman LaToya Holcomb
No Items

21. Utility Infrastructure – Alderman Brian Woodall

A. 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).
Motion to: Approve
By: Woodall
Second: McDowell
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

B. 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).
Motion to: Approve
By: Woodall
Second: Holcomb
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

C. Ordinance No. 23-53 - First Reading - An Ordinance to amend ordinance 22-60, the contract agreement between the city of Portland and the Tennessee department of transportation (TDOT), for the relocation of water utilities within the proposed state industrial access project commodore (Dorman products.
Motion to: Approve
By: Woodall
Second: McDowell
Yes: McDowell, Hall, Woodall, Thompson, Jennings, Holcomb
No: None
Absent: Barnes
Motion passed (voice vote)

Adjournment
Meeting adjourned at 6:24 pm.

ORDINANCE

City of Portland, Tennessee

No. 23 – 49

Second 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: October 2, 2023

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	End Date	Agency Tracking #	Edison ID
7/1/2023	6/30/2024	40100-51008	74118

Grantee Legal Entity Name	Edison Vendor ID
Portland Airport Authority	4116

Subrecipient or Recipient	Assistance Listing Number # N/A
☒ Subrecipient ☐ Recipient	Grantee's fiscal year end

Service Caption (one line only)

FY24 Airport Maintenance

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	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.
☐ Non-competitive Selection	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)	Account Code (optional)
TX00	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 offence 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 isnot 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 necessaryfor 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 4000series.

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 casebasis regardless of the item's inclusion in the lists above.

ATTACHMENT TWO

PAGE ONE

GRANT BUDGET

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
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**	
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: ______________________________

ORDINANCE

City of Portland, Tennessee

No. 23 – 54

First Reading

AN ORDINANCE TO AMEND ARTICLE IV OF THE COMBINED ZONING ORDINANCE NO. 387 OF THE CITY OF PORTLAND TO SPECIFY REQUIREMENTS FOR RESIDENTIAL ACCESSORY BUILDINGS AND/OR STRUCTURES TO INCLUDE SIDEYARD CARPORTS.

WHEREAS, an amendment to Ordinance No. 387 Combined Zoning Ordinance, Article IV: Supplementary District Regulations, Chapter 4. Development Standards, Subsection 4-404 Residential Accessory Buildings and/or structures has been deemed necessary; and

WHEREAS, the Portland Municipal Planning Commission recommended approval of this Zoning Code Amendment to City Council by a vote of 9 - 0 , at their October 10th, 2023, meeting; and

WHEREAS, the City of Portland Planning and Codes Departments proposes no issues with the additional carport regulations.

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

CHAPTER 4. DEVELOPMENT STANDARDS

SECTION 4-404: RESIDENTIAL ACCESSORY BUILDINGS AND/OR STRUCTURES SUBSECTION 4-404.3 CARPORTS

4-404.3 CARPORTS.

An unattached carport open on three (3) or more sides, may be constructed or erected on the side of or behind any principal building and/or structure in any residential district, provided that:

- A. No such carport shall be constructed closer than ten (10) feet to any property line and shall be located a minimum of five (5) feet from any building and/or structure.
- B. Any such carport located on a corner lot shall be set back at least the minimum front yard setback for the district in which it is located.
- C. Carport coverings shall be placed on gravel, asphalt, or concrete and be properly anchored.
- D. Carport coverings shall not exceed the height of the principal structure.

- E. Carport coverings shall not pass the front build line of the principal structure.

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

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

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

Recommended by Planning Commission: October 10, 2023
Passed First Reading:
Public Hearing
Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 23 - 92

A RESOLUTION BY THE CITY OF PORTLAND, TENNESSEE TO DECLARE CERTAIN PROPERTY OWNED BY THE CITY TO BECOME SURPLUS

WHEREAS, the City of Portland has identified the following items as surplus and will be sold; and

WHEREAS, the City assets being declared surplus are:

2006 Ford Escape- VIN: 1FMYU02Z46KB57025 (PPD # 061)

2007 Ford Explorer- VIN: 1FMEU73E47UB03978 (PPD# 075)

2008 Ford F150- VIN: 1FTPW14V58FB32270 (PPD# 085)

2008 Ford Crown Victoria- VIN: 2FAHP71V38X152987 (PPD# 083)

2008 Ford Crown Victoria- VIN: 2FAHP71V48X109422 (PPD# 086)

2009 Ford Crown Victoria- VIN: 2FAHP71V19X142492 (PPD# 093)

2014 Ford Taurus- VIN: 1FAHP2MK8EG185912 (PPD# 144)

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Board of Aldermen of the City of Portland declare the above referenced items as surplus property to be sold according to policy and removed from the City of Portland assets list; 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 2023.

ORDINANCE

City of Portland, Tennessee

No. 23 – 55

First Reading

AN ORDINANCE TO ENTER INTO AN AGREEMENT WITH JETTON PROPERTY GROUP AND THE CITY OF PORTLAND TO CONSTRUCT A 50x80x22 SALT BUILDING

WHEREAS, The City of Portland opened and read aloud sealed bids for the Contract A identified as a 50x80x22 Metal Building complete with engineered plans, steel beams, and contains metal gutters on Thursday September 28, 2023 at 2:31 pm.; and

WHEREAS, the City reviewed and determined that Jetton Property Group is the apparent low bidder on this project with a bid in the amount of $68,125; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the best bid from Jetton Property Group shall be approved to construct the salt building; and

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

_______________________________ _______________________________

Mike Callis, Mayor Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 56

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH CAMPBELL PARTNERS TO CONSTRUCT A CONCRETE WALL AND CONCRETE FLOOR FOR A 50x80x22 SALT BUILDING

WHEREAS, The City of Portland opened and read aloud sealed bids for Contract B identified as a 50x40 External Concrete Wall and Internal Concrete Floor Contract on Thursday September 28, 2023 at 2:31 pm.; and

WHEREAS, the City reviewed and determined that Campbell Partners are the apparent low bidder on this project with a bid on the External Concrete Wall amount of $27,000 and the Internal Concrete Floor amount of $20,700; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the best bid from Campbell Partners shall be approved for the Contract B for the External Concrete Wall and Internal Concrete Floor; and

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

______________________________ ____________________________________

Mayor Mike Callis Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 51

Second 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: October 2, 2023

Passed Second Reading:

74945-2488-04

TN TDOT Department of Transportation

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

TN TDOT Department of Transportation

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

TDOT USE ONLY

RG Approval and Date: Dean Mc... 9/22/23	
Consult Appr. Date: / /	
Amount Approved: $ -	
HQ Approval and Date: Chris Johnston 9/25/2023	
CH86 Y / N	PIN#: 127961.00
LET: / /	Contract #: 9244 Sup 1
Easement Contract #	

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) ☐

	CHAPTER 86	NON-CHAPTER 86
REIMBURSEMENT	MOVE PRIOR ☐	% Private / Public Relocation ☒
REQUESTED	MOVE IN State Contract ☐	% Private / Public MOVE IN State Contract ☐
(Please check ONE)	Other ☐	Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description			Amount
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)

Description		Amount
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

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:	**$**	**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 CONS'T 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

TN TDOT Department of Transportation

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 expresses 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: 9/21/23 ~~4/12/2023~~

Signature of submitting State Representative — Date: 9/22/23

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

Ordinance

City of Portland, Tennessee

No. 23 – 52

Second 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: October 2, 2023

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

Robertson 127961.00 - City of Portland - Sewer Revised Estimate - Sup#1 to 9243

TN TDOT Department of Transportation

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

TDOT USE ONLY

RG Approval and Date: Sean McDonough 9/22/23
Consult Appr. Date: / /
Amount Approved: $ -
HQ Approval and Date: Chris Johnston 9/25/2023
CH86 Y / N — PIN#: 127961.00
LET: / / — Contract #: 9243 Sup 1
Easement Contract #

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) ☐

REIMBURSEMENT REQUESTED (Please check ONE)

CHAPTER 86		NON-CHAPTER 86	
MOVE PRIOR	☐	% Private / Public Relocation	X
MOVE IN State Contract	☐	% Private / Public MOVE IN State Contract	☐
Other	☐	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 ✓

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

UTLITY 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 CONS'T 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

TN TDOT Department of Transportation

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 expresses 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.

Ordinance

City of Portland, Tennessee

No. 23 - 53

Second Reading

AN ORDINANCE TO AMEND ORDINANCE 22-60, THE CONTRACT AGREEMENT BETWEEN THE CITY OF PORTLAND AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT), FOR THE RELOCATION OF WATER 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 9242; 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 **$379,046.32**, 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 **$357,450.00** 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 **74%** 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 **26%** 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 **$792,832.41**, including the amount of **$65,769.37** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **May 13, 2021**; the amount of **$50,613.03** for the cost of inspection provided by the Utility; and the amount of **$676,450.00** for the cost of relocating the Utility's facilities, including the amount of **$100,000.00** for the cost of betterment to the Utility's facilities (hereinafter called "Betterment Cost"), and of which **74%** 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 **26%** 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 water utility relocation; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to amend Ordinance 22-60 to revise the contract agreement with TDOT in the increased amount of $413,786.09 for the relocation of water utilities within the proposed state industrial access Project Commodore (Dorman Products). Once approved the total amended agreement amount shall be $792,832.41, with $512,695.98 of that being reimbursable; and

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

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

Passed First Reading: October 2, 2023

Passed Second Reading:

Ordinance

City of Portland, Tennessee

No. 23 - 57

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH ENSAFE, INC. FOR THE UNDERGROUND STORAGE TANK CLOSURE PROJECT AT THE WATER TREATMENT PLANT

WHEREAS, the City of Portland deems it necessary to permanently close one 7,660-gallon underground storage tank (UST) formerly used for storage of an aluminum sulfate product utilized in the water purification at the Water Treatment Plan; and

WHEREAS, the City of Portland received and opened bids on September 13, 2023, from only EnSafe, Inc. in the amount of $34,400.00; and

WHEREAS, after careful consideration the bid from EnSafe, Inc has been recommended as best bid for the Underground Storage Tank Closure Project; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to enter in an agreement with EnSafe, Inc. in the amount of $34,400.00 as best bid for the Underground Storage Tank Closure Project; and

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

Mike Callis, Mayor	Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

PROPOSAL
(Continued)

ESTIMATE OF QUANTITIES AND SCHEDULE OF PRICES

The contractor shall fill in a price, in both numerals and words for the total below.

Scope of Work:

1. Prepare a Notice of Intent to Permanently Close-In-Place Hazardous Substance Underground Storage Tank System(s) in Tennessee and submit to the Environmental Protection Agency (EPA) Region 4 office in Atlanta, Georgia.

2. Contact EPA Region 4 to schedule a UST closure date.

3. Place a Tennessee One Call at least three working days prior to UST closure activities.

4. Contract a private utility locator to assess the excavation area (soil/backfill material over the top of the UST) for the presence of underground utilities and/or other identifiable obstructions.

5. Provide an experienced subcontractor to close the UST in place. Closure tasks include, but are not limited to the following:

- Pump and dispose up to 500 gallons of residual tank product/sludge and dispose at a licensed disposal facility.
- Remove concrete pads and other aboveground structures (vent pipe, fill pipe, manhole riser) associated with the UST.
- Excavate soil/fill material around the pipe and manhole risers to the extent necessary to remove the risers.
- Excavate soil/fill material to the extent necessary to expose the product line, cut the line at the tank and at the pump (located inside the building), drain/flush the line, and cap the line at both ends. (at the tank and inside the building)
- From the manhole opening, clean/rinse interior surfaces of the tank and dispose of liquids at a licensed disposal facility (confined space entry to the tank will not be conducted)
- Fill the tank with a flowable fill slurry.
- Backfill the excavation with excavated material and/or other clean material to within 6 inches of ground surface.
- Backfill the top 6 inches of the excavation with clean topsoil and seed/straw.

- Dispose of pipe, riser, concrete, soil/backfill not reused, and other debris at an approved offsite location.

6. Following completion of closure activities, prepare a closure report and submit to EPA Region 4

Lump sum bid... $34,400.00

Written Form of Bid Thirty four thousand four hundred & 00/100 dollars
(Words)

Resolution

City of Portland, Tennessee

No. 23 - 93

A RESOLUTION AUTHORIZING L&W PROPERTIES GP TO PAY-IN-LIEU OF INSTALLING APPROXIMATELY 1,100 LINEAR FEET OF 12-INCH WATER MAIN FOR THE ENTIRE LENGTH OF THEIR ROAD FRONTAGE FROM WEST MARKET ST TO SANDYE AVENUE, ALONG HWY 52W.

WHEREAS, the City of Portland, Tennessee is installing a 12-inch water main to supply fire protection for future commercial properties along Hwy 52W; and

WHEREAS, L&W Properties GP's road frontage along Hwy 52W is approximately 1,100 linear feet; and

WHEREAS, L&W Properties GP will be required to pay the City of Portland $275,000 for the 1,100 linear feet of 12-inch water main prior to construction of the proposed 12-inch water main; and

WHEREAS, L&W Properties GP shall grant the City of Portland a 20-foot-wide Permanent Public Utility Easement (P.U.E.) along the Hwy 52W road frontage for the property located at 608 W Market St, Tax Map 034E, Group B, Parcel 20.01; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the L&W Properties will be required to pay-in-lieu of installing approximately 1,100 feet of 12-inch for the entire length of their road frontage from W Market St to Sandye Ave, along Hwy 52W, and will be required to grant the City of Portland a P.U.E. for the property stated above.

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

______________________________	______________________________
Mayor Mike Callis	Rachel Slusser, City Recorder

Approved this ______ day of _______ 2023

City of Portland Developer's Contribution Calculator

Development Name: L&W Properties - 12-inch from Searcy to Sandye

NOTES: Contingencies are based on 25% of cost of surety category. Per Section 3-102.2 Amounty of Surety.
Maintenance Surety shall not be less than 15% of the total surety.
Surety is calculated by the City Planner in consultation with the approriate Department Head.
Imput Field

PDU No. 0101-211
Date: 9/14/2023

SURETY SUMMARY	SUB TOTAL	CONTINGENCY	TOTAL
I. CITY WATER:	$ 275,000.00	$ -	$ 275,000.00
II. CITY SEWER:	$ -	$ -	$ -
III. PRIVATE WATER:	$ -	$ -	$ -
IV. PRIVATE SEWER:	$ -	$ -	$ -
TOTAL SURETIES	**$ 275,000.00**	**$ -**	**$ 275,000.00**

MAINTENANCE SURETY TO BE HELD	SUB TOTAL	TOTAL
I. CITY WATER:	$ 275,000.00	$ 41,250.00
II. CITY SEWER:	$ -	$ -
TOTAL MAINTENACE SURETY	**$ 275,000.00**	**$ 41,250.00**

I. CITY WATER:	QUANTITY	UNIT	UNIT COST	TOTAL
6" Main		LF	$ 100.00	$ -
8" Main		LF	$ 150.00	$ -
10" Main		LF	$ 200.00	$ -
12" Main	1100.00	LF	$ 250.00	$ 275,000.00
16" Main		LF	$ 280.00	$ -
24" Main		LF	$ 300.00	$ -
Booster Station (applicant provides quote)		QUOTE		$ -
1" Auto Flusher		EA	$ 5,000.00	
Hydrant		EA	$ 6,000.00	$ -
Note: City Water includes all Public, City of Portland Infrastructure. Does not inclue private service lines.			**SUBTOTAL**	**$ 275,000.00**

II. CITY SEWER:	QUANTITY	UNIT	UNIT COST	TOTAL
8" Gravity Main		LF	$ 200.00	$ -
10" Gravity Main		LF	$ 215.00	$ -
12" Gravity Main		LF	$ 250.00	$ -
15" Gravity Main		LF	$ 255.00	$ -
18" Gravity Main		LF	$ 280.00	$ -
24" Gravity Main		LF	$ 410.00	$ -
30" Gravity Main		LF	$ 530.00	$ -
4' Manhole		EA	$ 7,500.00	$ -
5' Manhole		EA	$ 8,500.00	$ -
4" Force Main		LF	$ 65.00	$ -
6" Force Main		LF	$ 75.00	$ -
8" Force Main		LF	$ 85.00	$ -
10" Force Main		LF	$ 110.00	$ -
12" Force Main		LF	$ 130.00	$ -
16" Force Main		LF	$ 145.00	$ -
24" Force Main		LF	$ 235.00	$ -
Pump Stations (applicant provides quote)		QUOTE		$ -
Note: City Sewer includes all Public, City of Portland Infrastructure. Does not inclue private service lines.			**SUBTOTAL**	**$ -**

III. PRIVATE WATER:	QUANTITY	UNIT	UNIT COST	TOTAL
6" Line		LF	$ 65.00	$ -
8" Line		LF	$ 70.00	$ -
Booster Station (applicant provides quote)		QUOTE		$ -
Fire Hydrant		EA	$ 4,000.00	$ -
Note: Private Water includes all non-public infrastruture required to serve a devlopment. Does not inclue private service lines.			**SUBTOTAL**	**$ -**

IV. PRIVATE SEWER:	QUANTITY	UNIT	UNIT COST	TOTAL
8" Line		LF	$ 110.00	$ -
10" Line		LF	$ 130.00	$ -
4' Manhole		EA	$ 3,500.00	$ -
5' Manhole		EA	$ 4,200.00	$ -
4" Force Main		LF	$ 60.00	$ -
6" Force Main		LF	$ 65.00	$ -
Pump Stations (applicant provides quote)		QUOTE		$ -
Note: Private Sewer includes all non-public infrastruture required to serve a devlopment. Does not inclue private service lines.			**SUBTOTAL**	**$ -**

City of Mitchellville
1003 N. Church St
P.O. Box 13
Mitchellville, Tn 37119
(615) 325-6020

September 8, 2023

Attn: City of Portland

The City of Mitchellville is requesting seventy-five (75) sewer taps. These taps will be used inside the city limits for the development project led by John McCloud and Brandon West. A letter from Portland dated August 18, 2023 informed the two gentlemen that sewer capacity was available pending a Developers Contribution towards point repairs in the area. They are prepared to pay this fee, pending the release of the taps by Portland City Council.

Thank you,

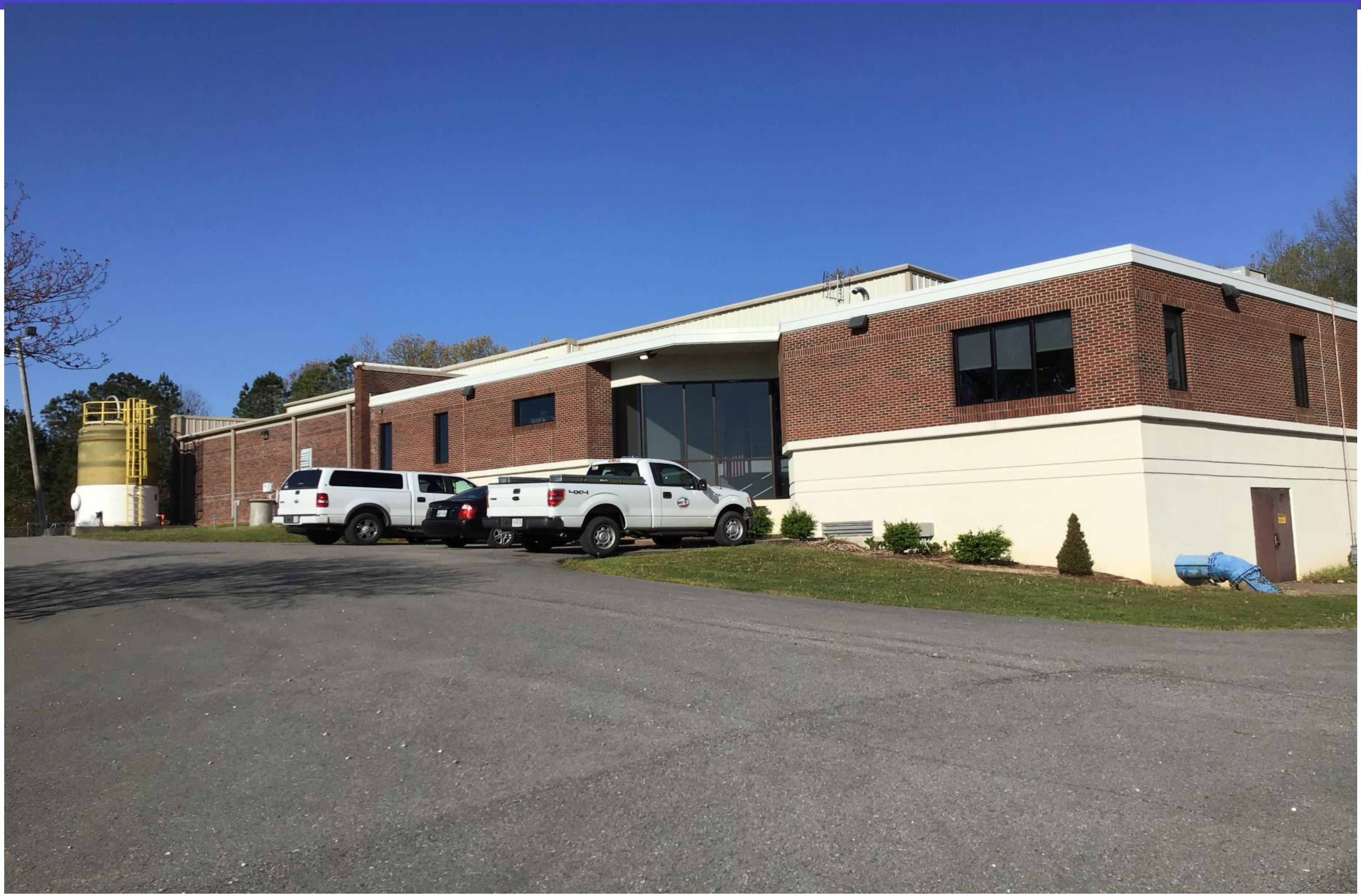
Jimmie Green
Mayor of Mitchellville
mayor@cityofmitchellville.com
Cell: 615 438 3089

Fire Line Sample Testing
Portland Dept of Utilities
10/11/2023

Location	Size	GPM *	Gallons lost per Day	Estimaed Monthly Unaccounted for Water	Estimated Yearly Unaccounted for Water	Estimated Lost Revenue Per Month	Estimated Lost Revenue Per Year
1	8"	1.40	2,014	60,394	734,789	$214.94	$2,579.28
2	10"	3.67	5,285	158,544	1,928,952	$1,040.53	$12,486.36
3	8"	0.23	326	9,765	118,809	$13.82	$165.80
4	8"	1.60	2,311	69,323	843,424	$539.20	$6,470.43
5	4"	1.00	1,440	43,200	525,600	$283.97	$3,407.64
6	6"	4.00	5,760	172,800	2,102,400	$1,209.60	$14,515.20
7	10"	3.00	4,320	129,600	1,576,800	$830.11	$9,961.23
8	8"	3.00	4,320	129,600	1,576,800	$869.88	$10,435.52
9	8"	2.50	3,600	108,000	1,314,000	$712.85	$8,554.20
10	8"	5.00	7,200	216,000	2,628,000	$1,498.00	$17,976.00
11	8"	0.00	0	0	0	$0.00	$0.00
12	8"	0.00	0	0	0	$0.00	$0.00
13	8"	4.00	5,760	172,800	2,102,400	$1,183.94	$14,207.28
14	8"	2.50	3,600	108,000	1,314,000	$712.85	$8,554.20
15	8"	0.00	0	0	0	$0.00	$0.00
16	10"	4.80	6,912	207,360	2,522,880	$1,395.42	$16,745.04
17	8"	2.50	3,600	108,000	1,314,000	$712.85	$8,554.20
18	8"	8.00	11,520	345,600	4,204,800	$2,440.20	$29,282.40
19	10"	3.00	4,320	129,600	1,576,800	$830.10	$9,961.20
20	6"	4.00	5,760	172,800	2,102,400	$1,209.60	$14,515.20
TOTALS.....			***78,047***	***2,341,385***	***28,486,854***	***$15,697.86***	***$188,371.19***

* The flows where determined by a dynasonics strap on meter. The meter was installed for approximately 15 minutes per location to determine if there was any usage on a fire service line. The flow listed was constant during the 15 minutes. All usage and revenue is estamated assuming the constant flow rate over the day, month, or year.

Controlling Water Loss



18-123. Limited use of unmetered private fire line

- Where a private fire line is not metered, no water shall be used from such line or from any fire hydrant thereon, except to fight fire or except when being inspected in the presence of an authorized agent of the city. All private fire hydrants shall be sealed by the city and shall be inspected at regular intervals to see that they are in proper condition and that no water is being used therefrom in violation of these rules and regulations. When the seal is broken on account of fire, or for any other reason, the customer taking such service shall immediately give the city a written notice of such occurrence. (1980 Code, § 13-124)

Controlling Water Loss

Water Loss as defined by Comptroller.TN.gov

- Non-Revenue Water must be less than 40% (Portland 41.5% FY 2021 & 42.7% FY 2022)
- Non-Revenue Water – Total Produced/Purchased Minus Water Sold
- Reported on the Annual Information Report

Water Loss Process as defined by Comptroller.TN.gov

- Referral to the Board (Portland 2022 & 2023)
- Completion of the AWWA 6.0 (Portland 2022 & 2023)
- Submission of a Water Loss Correction Plan (Portland 2022)
- Board staff reviews AIR for compliance (Portland 2022 & 2023)

REPORTING IS ONE YEAR IN THE REARS

Contribution to Water Loss

- Our biggest areas of loss occur from:

1. Service/Main Line leaks
2. Unmetered Fire lines

❖ Known Service Line/Main Line leaks are estimated and accounted for. Unknown leaks are also contributors to unaccounted for Water Loss.

❖ Unmetered Fireline's usage is 100% unaccounted for water loss.

- The Water Department has randomly applied clamp on meters to study flow patterns on unmetered Fireline's, an effort to lower unaccounted for Water.

Portland's current situation

- According to the last annual report, the City of Portland is selling an average of 61.2% of total water produced/purchased.
- Although within parameters for protocol per the Comptroller of non-revenue water loss to be below 40%, we need to aggressively address this situation and not be on the fence for non-compliance.
- Per currently collected data from clamp on meters, we could reduce our non-revenue water loss by an estimated 20% with a retro fit.

Water Loss by Year

- Water Loss FY 2021

Produced	Purchased	Sold	%	Unaccounted	%
829,567,000		484,963,453	58.5%	194,002,939	23.39%

- Water Loss FY 2022

Produced	Purchased	Sold	%	Unaccounted	%
821,040,187	16,323,293	479,622,864	57.3%	214,131,168	25.57%

- Water Loss FY 2023

Produced	Purchased	Sold	%	Unaccounted	%
806,329,000	5,982,475	497,158,619	61.2%	182,447,897	22.46%

Portland received Order from Comptroller for FY 2021. Received notice on October 9, 2023 of another order coming.

Water Loss Gallons Table

Fire Line Location	Installed Date	Usage 1st 10 Days	Usage 2nd 20 Days	Gallons Lost
#1	7/8/2023 Set 0	8/18/2023 76,146.93	9/7/2023 63,370.12	**139,517.05**
#2	8/11/2023 Set 0	8/18/2023 2,790.97	9/7/2023 3,719.11	**6,510.08**
#3	8/10/2023 Set 0	8/18/2023 14,991.66	9/7/2023 49,709.34	**64,701.00**
#4	7/12/2023 Set 0	8/18/2023 47,831.58	9/7/2023 22,028.64	**69,860.22**

X 70 Locations?

Revenue Loss Table

Fire Line Location	Installed Date	Gallons Used/Loss	Industrial Inside Rate	Lost Revenue Per Month
#1	7/8/2023	139,517.05	$22.06 per 1000 gallons	$3,066.34
#2	8/11/2023	6,510.08	Same	$132.36
#3	8/10/2023	64,701.00	Same	$1,433.90
#4	7/12/2023	69,860.22	Same	$1,544.20

X 70 Locations?

Summary

- Proposal to install Clamp on Meters to reduce non-revenue water loss.
- Will allow actual billing per current rate structures.
- Ultrasonic clamp on meters are priced at approximately $15,000 - $20,000 each installed with labor and concrete meter vault box.
- These Meters are accurate on any composition or size of pipe to within 1/10th gallon per minute (GPM).
- These Meters interact with Itron for automated meter readings.
- Implementation would need to be addressed through Ordinance.

Council Considerations

- Letter has been sent out with inquiry asking Business/Owner with unmetered fire line of any Knowledge of usage outside of a dedicated Fire-Line.
- Based on these answers, the city should verify usage, If usage is evident, the Business/Owner would be required to have meter installed.
- Passage of New Ordinance would eliminate monthly flat rate.
- Billing would be on actual usage; this would increase revenue without a rate increase.