

**CITY OF PORTLAND
BOARD OF MAYOR AND ALDERMEN
AGENDA
December 4, 2023**

1. Call to Order

2. Prayer and Pledge

3. Roll Call

4. Approval of Minutes

A. November 6, 2023 City Council Minutes

5. Approval of Agenda

6. Presentation of Recognitions

A. Honoring David Amonette

B. Police Department Recognition

7. Public Recognition

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.

8. Public Hearing

A. 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.

9. Communications from Council Members

10. Department Reports:

A. Department Reports

11. Mayor's Report

12. Community Development – Alderwoman Megann Thompson

13. Finance – Alderwoman Penny Barnes

14. Fire Department – Vice Mayor Jody McDowell

15. Human Resources – Alderwoman Penny Barnes

- A. Ordinance No. 23-58 – Second Reading - An Ordinance to amend, Section 3 – Compensation, of the City of Portland Personnel Policy.

16. Legislative – Mayor Mike Callis

- A. Ordinance No. 23-59 – Second Reading - An Ordinance to amend Title 9 of the Portland Municipal Code by repealing and replacing Chapter 10, a provision for Mobile Food Vendors.
- B. Resolution No. 23-101 – A Resolution to establish City Council Meeting and Planning Commission Meeting dates for 2024.
- C. Resolution No. 23-108 - A Resolution to petition the Tennessee Legislature to consider possible Legislative changes.

17. Municipal Airport – Alderman Mike Hall

18. Parks & Recreation – Alderman Brian Woodall

- A. Ordinance Number 23-67 - First Reading - An Ordinance to enter an agreement with Nabholz Construction Corporation for the 2023 window replacement for Richland Gym Project at Richland Park

19. Planning & Codes – Alderwoman Megann Thompson

- A. Ordinance No. 23-54 - Second 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.
- B. Ordinance No. 23-60 – Second Reading – An Ordinance to amend title 20 of the Portland Municipal Code, by repealing and replacing Chapter 2, impact fees, to revise the impact fee schedule for Parks, Police, and Fire.

20. Police Department – Alderman Drew Jennings

- A. Discussion of wages.

21. Public Works – Alderwoman LaToya Holcomb

- A. Ordinance No. 23-66 – Second Reading - An Ordinance to authorize new collection fee rates for Sanitation Service in the City of Portland.
- B. Ordinance No. 23-65 – First Reading - An Ordinance to repeal Ordinance 16-46 which authorized a residential stormwater base rate and a tier rate for commercial and industrial properties and replace with this Ordinance to set a new rate schedule.
- C. Ordinance No. 23-68 - First Reading - An Ordinance authorizing the acceptance of the best bid for the City of Portland 2023 sidewalk contract effective December 4, 2023-December 31, 2024 with a one (1) one year renewal option.
- D. Ordinance No. 23-71 - First Reading - An Ordinance to rescind Chapters 5 and 6 of Title 18 of The Portland Municipal Code and replace with this Title, Stormwater Management, Title 21.

22. Utility Infrastructure – Alderman Brian Woodall

- A. Ordinance No. 23-61 – Second Reading - An Ordinance requiring all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025.
- B. Ordinance No. 23-62 –Second Reading – An Ordinance to authorize the Mayor to enter into a developer’s agreement with Stratton-Taylor Builders, LLC for upsizing the existing four (4) inch waterline along Highway 259 to a six (6) inch, located at 2098 Highway 259, tax map 013, parcels 24.00, 24.01, 24.02, and 24.03 in Portland, Tennessee.
- C. Ordinance No. 23-63 – Second Reading - An Ordinance to authorize the Mayor to enter into a developer’s agreement with Kristen South for upsizing the existing four (4) inch waterline along South Church St to a six (6) inch and extending the waterline west along Oak St, then north to connect to the existing six (6) inch along West Main St, located at 1005 West Main St(in Mitchellville, TN), tax map 016c, group a, parcels 16.00, 17.00, 18.00, 19.00, and 20.00 in Portland, Tennessee.
- D. Ordinance No. 23-64 – Second Reading - An Ordinance to authorize the Mayor to enter into a developer’s agreement with Lesa G. Fleming of Fleming Acres (Graves n Leath Rd) for upsizing the existing 4-inch waterline along Highway 259 to a 6-inch and the existing 2-inch waterline along North Leath Road to a 6-inch, located at 0 North Leath Road, tax map 014, parcels 35.02 in Portland, Tennessee.
- E. Ordinance 23 – 44 – Second Reading - An Ordinance to authorize the mayor to enter into a developer’s agreement with Stevison Ham Company for utility and paving improvements, located at 125 Stevison Ham Rd, tax map 019, parcel 124.00 in Portland, Tennessee.
- F. Ordinance No. 23-73 – First Reading - An Ordinance to enter an agreement with Community Development Partners, LLC (CDP) to provide professional administrative services for The City of Portland’s Tennessee Department of Environment and Conservation (TDEC) American Rescue Plan Act (ARPA) Competitive Water Resources Protection Grant
- G. Ordinance No. 23-69 – First Reading - An Ordinance creating a job position as Utility Inspector I for the City of Portland department of Utilities.
- H. Ordinance No. 23-72 – First Reading - An Ordinance to rescind and replace Ordinance 21-59 to begin a new Fire Line Billing Structure for all dedicated fire lines.

- I.** Resolution No. 23-102 - A Resolution authorizing the billing of any utility within The City of Mitchellville to be calculated at the Outside City Rate.
- J.** Resolution No. 23-103 - A Resolution authorizing the approval of water improvements for eleven (11) water taps for the Eade waterline development, located at 2092 Hwy 259, tax map 013, parcels 024.00, 024.01, 024.02 & 024.03 in Portland, Tennessee.
- K.** Resolution No. 23-104 - A Resolution authorizing the approval of water improvements for seven (7) water taps for the Fleming Acres Development, located at the intersection of North Leath Road & Highway 259, tax map 014, parcel 035.02 in Portland, Tennessee.
- L.** Resolution No. 23-105 - A Resolution authorizing the approval of water improvements for eight (8) water taps for the South Mitchellville Development, located at 1005 West Main Street, tax map 016c, group a, parcels 16.00, 17.00, 18.00, 19.00, & 20.00 in Portland, Tennessee.
- M.** Resolution No. 23-106 - A Resolution to enter an agreement with OHM advisors to provide GPS collection services for the Masons Tank 12-inch Connector Project.
- N.** Resolution No. 23-107 A Resolution to enter an agreement with OHM Advisors to provide Stream Gauge Support Services for the continued Hydrologic Modeling of West Fork Drakes Creek.
- O.** Drought Resiliency Options with Cost (Fixed Cost, Depreciation and Assumed Rate):
 - a. Regionalization
 - i. 16-inch (31E & CSBWUD) and 12-inch (52E)
 - ii. 16-inch (CSBWUD & 52E) and 18-inch (31E)
 - b. GPU Line up Hwy 109
 - c. Reservoir(s)

Adjournment

**CITY OF PORTLAND
BOARD OF MAYOR AND ALDERMEN
MINUTES**

**November 6, 2023
6:00 PM**

1. Call to Order

Mayor Mike Callis called the meeting to order at 06:02 PM.

2. Prayer and Pledge

Dr. Dave Snook led the prayer and pledge.

3. Roll Call

Present

Alderwoman Penny Barnes
Alderman Mike Hall
Alderwoman LaToya Holcomb
Alderman Drew Jennings
Vice-Mayor Jody McDowell
Alderwoman Megann Thompson
Alderman Brian Woodall

Also Present

Absent

***Note:** Alderman Mike Hall left the meeting at 7:40 pm.

4. Approval of Minutes

A. Minutes 10-16-23

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Thompson

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None

Abstain: None

Absent:

Motion Passed(voice vote)

5. Approval of Agenda

Motion to: Approve

By: Vice-Mayor McDowell

Second: Alderwoman Thompson

Discussion: None

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell

No:None

Abstain: None

Absent:

Alderwoman Thompson
Alderman Woodall

Motion Passed(voice vote)

6. Public Presentation

A. History Museum Update

Dr. Shadowens reported the Portland Museum had approximately 650 visitors, they have damage to the building, will be concentrating on funding and other information.

7. Public Comment Period

- Drew Thompson spoke against Ordinance No. 23-58.

**Motion to: Suspend the Rules, so Drew Thompson
could continue his thoughts on the Ordinance.**

Second: Vice-Mayor McDowell

By: Alderman Jennings

No:None

Abstain: None

Absent: Alderman Hall

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

Motion Passed(voice vote)

- Chris Shoemaker spoke against Ordinance No. 23-58.

8. Communications from Council Members

No comments

9. Department Reports:

A. Department Reports

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None

Abstain: None

Absent:

Motion Passed(voice vote)

10. Mayor's Report

- We are currently in a drought.

- If it continues, we will put drought mitigation plans in place.
 - Be careful with open burning.
 - Hopeful for rain soon.
 - The TOSHA inspection was this week and we had one violation that has already been corrected.
 - Rep William Lamberth has worked with the Airport Authority and they have received 2 million dollar no-match grant and will be working on projects.
 - The City has received both water grants they applied for.
 - 100 % on 5 million to up-grade water treatment plant - 4 million, 350k with City match of 750k
 - 100% of collaborative grant through the Sumner County submission. This will be for the pipeline installation. All projects have to be finished and paid out by September 3,2026.
- The City of Portland and the northern part of Sumner County received 1/5 of the available funding from the State of Tennessee.

11. Community Development – Alderwoman Megann Thompson

- A.** Resolution No. 23-95 - A Resolution authorizing an agreement with Sumner County in support of the submission of a Broadband Ready Grant application.

Motion to: Approve

By: Alderwoman Thompson

Second: Alderwoman Holcomb

Discussion: None

Yes:Alderwoman Barnes

No:None

Alderman Hall

Abstain: None

Alderwoman Holcomb

Absent:

Alderman Jennings

Vice-Mayor McDowell

Alderwoman Thompson

Alderman Woodall

Motion Passed(voice vote)

12. Finance – Alderwoman Penny Barnes

No Items

13. Fire Department – Vice Mayor Jody McDowell

No Items

14. Human Resources – Alderwoman Penny Barnes

- A.** Ordinance No. 23-58 - First Reading - An Ordinance to amend certain sections of the City of Portland Personnel Manual.

Motion to: Approve

By: Alderwoman Barnes

Second: Vice-Mayor McDowell

Discussion:

- Chief Thornton explained the history of comp time and the Fire Department's use of holiday, overtime and comp time accumulation and pay.
- Alderman Hall questioned if Chief Thornton was in support of this Ordinance. Chief Thornton replied yes.

- Alderwoman Barnes questioned the business side of the Ordinance, or what we are trying to achieve. Chief Thornton advised the auditors do not like our Comp time amount.
- Mayor Callis explained that he gave Chief Thornton a directive to stay within his budget. If anyone has an issue, come see him.
- Vice-Mayor McDowell questioned staffing, overtime, comp time and funding. He questioned why comp time was needed and how reducing comp time would help in overtime.
- Alderwoman Thompson questioned why holiday time was not at 24 hours, the same as their shift.
- Alderwoman Thompson questions what the cost of a new hire was. Chief Thornton explained the department has made several changes in uniforms, internal training, and other changes to reach an approximate cost of \$3000 for a new hire.
- Alderwoman Thompson questioned the hourly rate of new firefighters. Chief Thornton replied that a noncertified firefighter starts at \$13/hour.
- Alderwoman Thompson said if it's not broke don't fix it.
- Vice-Mayor McDowell questioned if firefighters ever ask for cashing in comp time or do they mostly want a day off. Chief Thornton replied it depends on the time of the year.

Motion to: Defer to first meeting in March and appoint a Committee to review.

Second: Alderwoman Barnes

By: Alderman Woodall

Discussion: None

Yes: Alderwoman Barnes

Alderman Hall

Alderman Woodall

No: Alderwoman Holcomb

Alderman Jennings

Vice-Mayor McDowell

Alderwoman Thompson

Abstain: None

Absent: None

Motion Failed(Roll Call)

Motion to: Amend by removing the language dealing with changing the comp time.

Second: Alderwoman Thompson

By: Vice-Mayor McDowell

Discussion: None

Yes: Alderwoman Barnes

Alderwoman Holcomb

Alderman Jennings

Vice-Mayor McDowell

Alderwoman Thompson

Alderman Woodall

No: Alderman Hall

Abstain: None

Absent: None

Motion Passed(voice vote)

Motion to: Amend by striking the Holiday pay so that Human Resources can review all departments Holiday pay .

Second: NONE

By: Alderman Woodall

Motion Failed

Motion to: Amend by removing the holiday pay wording.

By: Alderwoman Thompson

Discussion: None

Second: Alderman Woodall

Yes: Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No: Alderman Hall

Abstain: None

Absent: None

Motion Passed(voice vote)

Vote for amended Ordinance No. 23-58 -

Yes: Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No: Alderman Hall

Abstain: None

Absent: None

Motion Passed(voice vote)

15. Legislative – Mayor Mike Callis

- A.** Resolution No. 23-94 - A Resolution to Appoint One Member to the Portland Housing Authority Board.

Motion to: Approve

By: Vice-Mayor McDowell

Discussion: None

Second: Alderman Woodall

Yes: Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No: None

Abstain: None

Absent: None

Motion Passed(voice vote)

- B.** Ordinance No. 23-59 – First Reading - An Ordinance to amend Title 9 of the Portland Municipal Code by repealing and replacing Chapter 10, a provision for Mobile Food Vendors.

Motion to: Approve

By: Vice-Mayor McDowell

Discussion:

Second: Alderman Jennings

- Vice-Mayor McDowell said he has a concern about no limit of the number allowed in the City.

Motion to: Amend by excluding any trucks that are currently connected to the sewer system and, under a pretreatment program, will be excluded from moving each night.

By: Alderman Jennings
Discussion: None

Second: Alderwoman Thompson

No:None
Abstain: None
Absent: None

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

Motion Passed (voice vote)

Back to ordinance as amended

Ordinance as Amend Vote:

Yes:Alderwoman Barnes
Alderman Hall
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None
Abstain: None
Absent:

Motion Passed(voice vote)

* Alderman Hall left meeting at this time.

16. Municipal Airport – Alderman Mike Hall

No Items

17. Parks & Recreation – Alderman Brian Woodall

A. Discussion - New benches

- Alderman Woodall said several people have approached him wanting to buy benches & place small plaque in memory of someone like the new purple benches at city locations.
- Alderman Woodall suggested this would be a one-time purchase.
- Mayor Callis advised the ones at gazebo was a special project that high school students made.
- Purple mesh benches are 560/each and the city added padded area to mount.

18. Planning & Codes – Alderwoman Megann Thompson

- A. Ordinance No. 23-60 – First Reading – An Ordinance to amend title 20 of the Portland Municipal Code, by repealing and replacing Chapter 2, impact fees, to revise the impact fee schedule for Parks, Police, and Fire.**

Motion to: Approve

By: Alderwoman Thompson

Second: Alderwoman Holcomb

Discussion: Mayor Callis reported that the fees are at 50% of the fee that was recommended in the study.

Yes:Alderwoman Barnes
Alderwoman Holcomb
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:Alderman Jennings
Abstain: None
Absent: Alderman Hall

Motion Passed(voice vote)

19. Police Department – Alderman Drew Jennings

No Items

20. Public Works – Alderwoman LaToya Holcomb

- A.** Ordinance No. 23-55 – Second Reading - An Ordinance to enter into an agreement with Jetton Property Group and the City of Portland to construct a 50x80x22 salt building.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: None

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None
Abstain: None
Absent: Alderman Hall

Motion Passed(voice vote)

- B.** Ordinance No. 23-56 – Second Reading - An Ordinance to enter an agreement with Campbell Partners to construct a concrete wall and concrete floor for a 50x80x22 salt building.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: None

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None
Abstain: None
Absent: Alderman Hall

Motion Passed(voice vote)

- C.** Ordinance No. 23-66 – First Reading - An Ordinance to authorize new collection fee rates for Sanitation Service in the City of Portland.

Motion to: Approve

By: Alderwoman Holcomb

Second: Alderman Woodall

Discussion: Alderman Woodall explained the increase was what the Ad Hoc committee suggested.

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None
Abstain: None
Absent: Alderman Hall

Motion Passed(voice vote)

21. Utility Infrastructure – Alderman Brian Woodall

- A.** Ordinance No. 23-57 – Second Reading - An Ordinance to enter an agreement with EnSafe, Inc. for the underground storage tank closure project at the Water Treatment Plant.

Motion to: Approve

By: Alderman Woodall
Discussion: None

Second: Alderwoman Barnes

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

No:None
Abstain: None
Absent: Alderman Hall

Motion Passed(voice vote)

- B.** Ordinance No. 23-61 – First Reading - An Ordinance requiring all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025.

Motion to: Approve

By: Alderman Woodall
Discussion: Warren Garrett presented information and reported that 56 locations have been tested.

Second: Alderwoman Barnes

No:None

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell
Alderwoman Thompson
Alderman Woodall

Abstain:
Absent: Alderman Hall

Motion Passed(voice vote)

- C.** Ordinance No. 23-62 – First Reading – An Ordinance to authorize the Mayor to enter into a developer’s agreement with Anita West Eade for upsizing the existing four (4) inch waterline along Highway 259 to a six (6) inch, located at 2098 Highway 259, tax map 013, parcels 24.00, 24.01, 24.02, and 24.03 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall
Discussion: None

Second: Alderwoman Barnes

No:None

Yes:Alderwoman Barnes
Alderwoman Holcomb
Alderman Jennings
Vice-Mayor McDowell

Abstain: None
Absent: Alderman Hall

Alderwoman Thompson
Alderman Woodall

Motion Passed(voice vote)

- D.** Ordinance No. 23-63 – First Reading - An Ordinance to authorize the Mayor to enter into a developer's agreement with Kristen South for upsizing the existing four (4) inch waterline along South Church St to a six (6) inch and extending the waterline west along Oak St, then north to connect to the existing six (6) inch along West Main St, located at 1005 West Main St, tax map 016c, group a, parcels 16.00, 17.00, 18.00, 19.00, and 20.00 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderman Jennings

Discussion: None

Yes:Alderwoman Barnes

No:None

Alderwoman Holcomb

Alderman Jennings

Abstain:

Vice-Mayor McDowell

Alderwoman Thompson

Absent: Alderman Hall

Alderman Woodall

Motion Passed(voice vote)

- E.** Ordinance No. 23-64 – First Reading - An Ordinance to authorize the Mayor to enter into a developer's agreement with Lesa G. Fleming of Fleming Acres (Graves n Leath Rd) for upsizing the existing 4-inch waterline along Highway 259 to a 6-inch and the existing 2-inch waterline along North Leath Road to a 6-inch, located at 0 North Leath Road, tax map 014, parcels 35.02 in Portland, Tennessee.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Yes:Alderwoman Barnes

No:None

Alderwoman Holcomb

Alderman Jennings

Abstain: None

Vice-Mayor McDowell

Alderwoman Thompson

Absent: Mike Hall

Alderman Woodall

Motion Passed(voice vote)

- F.** Resolution No. 23-96 – A Resolution to approve change order #2 in the increase amount of \$31,437.34 for the contract with Cumberland Valley Constructors, Inc for the Wastewater Treatment Plant expansion.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Yes:Alderwoman Barnes

No:None

Alderwoman Holcomb

Alderman Jennings

Abstain:

Vice-Mayor McDowell

Alderwoman Thompson

Absent: Mike Hall

Alderman Woodall

Motion Passed(voice vote)

- G.** Resolution No. 23-97 - A Resolution to authorize the City of Portland to allow seventy-five additional sewer taps for the City of Mitchellville for the John McCloud and Brandon West development on Main Street.

Motion to: Approve

By: Alderman Woodall

Second: Vice-Mayor McDowell

Discussion:

Motion to: Amend the Resolution is contingent upon every aspect of the Developer's Agreement.

Second: Alderwoman Holcomb

By: Alderwoman Thompson

Discussion: None

No:None

Yes: Alderwoman Barnes

Alderwoman Holcomb

Abstain: None

Alderman Jennings

Vice-Mayor McDowell

Absent: Alderman Hall

Alderwoman Thompson

Alderman Woodall

Motion Passed (voice vote)

Vote for Amended Resolution

Yes:Alderwoman Barnes

No:None

Alderwoman Holcomb

Alderman Jennings

Abstain: None

Vice-Mayor McDowell

Alderwoman Thompson

Absent: Alderman Hall

Alderman Woodall

Motion Passed (voice vote)

- H.** Resolution No. 23-98 – A Resolution authorizing the approval of water improvements for twenty (20) water taps for Steven Graves, located on Billy Brown Rd, tax map 041, parcel 016.00 in Portland, Tennessee in the Oak Grove moratorium zone.

Motion to: Discuss

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: Megan Heisler advised the tap letter expired in September 2022.

No:Alderwoman Barnes

Alderwoman Holcomb

Yes: None

Alderman Jennings

Vice-Mayor McDowell

Alderwoman Thompson

Alderman Woodall

Abstain: None

Absent: Alderman Hall

Motion Failed (voice vote)

- I.** Resolution No. 23-99 - A Resolution authorizing the release of a water tap for 3420 Highway 259 to connect to the City of Portland's water distribution system due to the hardship of a failing well system in the Oak Grove moratorium zone.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Barnes

Discussion: Alderwoman Thompson questioned if it had been confirmed the problem with the well.

Megan Heisler advised that the requester said their pumps were going bad.

Motion to: Defer until paperwork has been brought validating that the well is failing and not the equipment.

Second: Vice-Mayor McDowell

By: Alderman Woodall

Discussion: None

No:None

Yes:Alderwoman Barnes

Abstain: None

Alderwoman Holcomb

Alderman Jennings

Absent: Alderman Hall

Vice-Mayor McDowell

Alderwoman Thompson

Alderman Woodall

Motion Deferred (voice vote)

- J.** Resolution No. 23-100 - A Resolution approving a natural gas tap from the City of Portland that will be placed at the right of way for 150 B Trivett Drive, which will then be a customer-owned gas service line due to the terrain of the property.

Motion to: Approve

By: Alderman Woodall

Second: Alderwoman Holcomb

Discussion: None

Yes:Alderwoman Barnes

No:None

Alderwoman Holcomb

Alderman Jennings

Abstain: None

Vice-Mayor McDowell

Alderwoman Thompson

Absent: Alderman Hall

Alderman Woodall

Motion Passed(voice vote)

Adjournment

Motion to: Adjourn

By: Vice-Mayor McDowell

Second: Alderman Woodall

Meeting Adjourned at 8:24 pm.

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, 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.
- F. Side coverings may extend to 20% of the height of the structure from the roof.

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.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

4-404 RESIDENTIAL ACCESSORY BUILDINGS AND/OR STRUCTURES.

It is the intent of this section that accessory buildings and/or structures may be permitted on any lot used or zoned for residential purposes. The following standards apply to residential accessory buildings and/or structures:

4-404.1 ACCESSORY BUILDINGS.

- A. Are permitted in rear yards; no accessory building and/or structure shall be permitted in a regulatory front or side yard.
- B. Shall be located a minimum of five (5) feet from any building and/or structure
- C. Shall be located a minimum of ten (10) feet or the minimum side yard setback, whichever is least, from any property line.
- D. Shall be included in calculations for impervious surface, lot coverage, floor area ratio, or any other zoning or site design requirements applying to the principal use of the lot.
- E. Shall be secondary and subordinate to the principal structure.
- F. Shall comply with any size requirements for the applicable zoning district.
- G. Vehicles, including recreational vehicles, and travel trailers, shall not be used as temporary or permanent living quarters, storage buildings, utility buildings, or other such uses.

4-404.2 SWIMMING POOLS, WADING POOLS, HOT TUBS, AND SIMILAR

- A. Swimming pools, wading pools, hot tub, or similar structure shall be constructed no closer than five (5) feet from the waterline to any property line and shall be completely enclosed by a fence or wall in accordance with any adopted swimming pool code.
- B. Any building or roofed area associated with a pool, hot tub, or similar structure shall comply with the accessory structure requirements if detached from the primary structure. If attached to the primary structure, it shall comply with the zoning requirement of the primary structure.

4-404.3 CARPORTS

- 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.
- F. Side coverings may extend to 20% of the height of the structure from the roof.



Portland Building Codes Department
October 2023 Monthly Report

<u>PERMIT TYPE</u>	<u>No. of Permits</u>	<u>Amount</u>
Use & Occupancy Permits	-NA-	\$ -NA-
Swimming Pool	-NA-	\$ -NA-
Plumbing	6	\$ 774.35
Mechanical	4	\$ 11,714.40
Stand Alone Building	4	\$ 1,104.50
Residential Building	4	\$ 6,769.47
Fire Alarm / Fire Suppression	-NA-	\$ -NA-
Commercial/Industrial	2	\$ 920.00
Plan Review	11	\$ 6,744.37
Demolition	-NA-	\$ -NA-
Fire Works	-NA-	\$ -NA-
Moving	-NA-	\$ -NA-
TOTAL ALL PERMIT FEES	31	\$ 28,027.09
PORTLAND IMPACT FEE – PARKS		\$ 1,906.00
PORTLAND IMPACT FEE – POLICE		\$ 1,006.00
PORTLAND IMPACT FEE – FIRE		\$ 2,303.00
TOTAL – PORTLAND IMPACT FEES		\$ 5,215.00
GRAND TOTAL		\$ 33,242.09



CITY OF PORTLAND, TENNESSEE

OFFICE OF ECONOMIC & COMMUNITY DEVELOPMENT

DENISE GEMINDEN, DIRECTOR

OCTOBER, 2023



Proof the fun and enjoyment at the shows & events at the theatre are generational.



The Chairman of the Preservation Foundation points out the value of the hours of volunteer wiring contributed by Ken Wilber to the "plug & play" opportunity for stage shows with their own very expensive equipment.



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

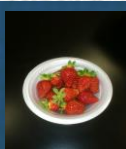
For More Information Call: 615/325-5575

Be sure to check out the
December Event
opportunities at
www.templetheatretn.com

- Continued the KnowBe4 You IT Security Training Classes in October.
- Participated with introduction to new Budgeting software.
- Traced the ownership of the DeRoyal property as requested.
- Attended the Mayor's Monday Supervisor Staff Meetings in October.



Leadership Sumner toured the Temple Theatre this month.



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



October, 2023

Commemorative Engraved Bricks are available from the Preservation Foundation.

Please help us pave the Way!

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



*Dean Solon & daughter Kalli (Solar Chicks)
– and Tate Dequire of Create Energy, LLC
were a huge hit at the Fall Festival.*



*Portland hosted a visit from Leadership
Sumner this month; the group took
advantage of a great downtown photo
opportunity.*



DOWNTOWN, DOWNTOWN, DOWNTOWN



*The Portland Preservation
Foundation and the Certified
Downtown Committee met on
October 5th, 2023.*



***Help Pave the Way
Thank you for
supporting the Temple Theatre Restoration***

**Event Bookings for the Temple Theatre are managed
through Barry Young
615/745-5327.**

barry@templetheatretn.com

***Event tickets are now available for purchase
online at:***

www.templetheatretn.com

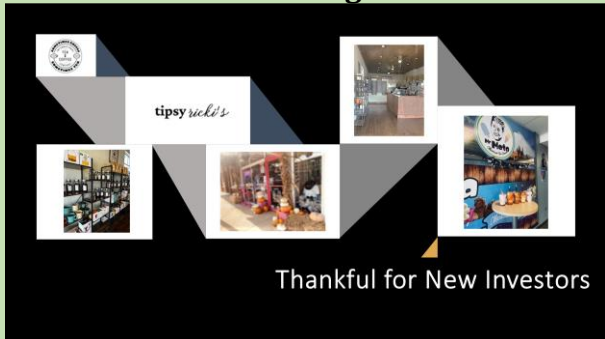
Or at the door while seats are available.

***Sponsorships of Movies and Live
Shows as well as Advertising
opportunities are now available.***

- Coordinated with TDOT for communication between them and the Public Works Director for the placement of the **Historical Marker for the Moye-Green Boarding House.**
- Portland High School's Honors Chorus performed our **Second Classical Performance** at the Temple on Tuesday, October 17th. This event was well attended. **Due to the Classical Series Sponsorship & Grant Award** – the door fees were donated back to the Chorus. (See photo on Page One.)
- Participated in a webinar introducing an opportunity to apply for a non-competitive grant from the State of TN through Sumner County for **broadband enhancements**. Prepared a Resolution for consideration of the council to enter an agreement for Sumner County to determine the dispensation of the grant funds.
- Sadly, the **Preservation Foundation** received the resignation of the Chamber Director from the board of trustees on October 12th. Sherri is offered sincere thanks for her service.



Had an exciting tour of Macy's following the New York Nashville Connection Meeting.



SUSTAINING EXISTING ECONOMIC DEVELOPMENT

- Attended the **Robertson County Joint Economic & Community Development Board meeting** on October 12th. Provided a follow-up report to the mayor.
- Left, Dorman Products frequently uses the theatre training room for **off-campus training**.
- Honored to be invited to the **New York Nashville Connection at Macy's**. Pictured left local and out of town attendees pause for a photo while experiencing an amazing tour of the Macy's facility. Thank you, Philip Mann, Carrie Dipiazza, Lori Moody and Amanda Costellow, for your hospitality.
- Attended several **pre-application meetings** as scheduled in October.
- Communicated with the TN Comptroller's office regarding Payment in Lieu and Tax Increment Financing reporting for the **Industrial Development Board**.
- Responded to Recruitment **Requests for Information** as applicable.
- Hosted the **Sumner County Economic Developer's meeting** with a luncheon on October 18th.
- Sent thank-you cards to **new business investors downtown**.
- Fielded calls regarding the **TDOT State Industrial Access Road Project** for Eubanks Road. Learned the contract let date for this project has been extended to May of 2024.
- Coordinated calls with a realtor and TVA about **power needs** for a prospect at a specific site.
- Answered questions regarding the tie-in location of the new by-pass.

Did you know:

Costco is scheduled to open in Hendersonville, Tennessee on Wednesday, November 15th.



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

October, 2023

Portland Municipal Airport

- Forwarded two match requests to the Finance Director at Sumner County Requesting reimbursement for our portion of grant matches.
- Uploaded invoices for the Airport Property Acquisition Environmental and Appraisal Project to Black-Cat.
- The Director confirmed to the Finance Director the audit finding for the Runway Resurfacing project has been corrected.
- Uploaded invoice #1 for the Airport Layout Plan to Black-Cat Aviation.
- Submitted to finance, the request for a check to TDOT to be forwarded to their finance division for the match of \$2,110.00 representing our portion of an amendment to the Property Acquisition (Appraisal & Environmental) grant.
- The Director provided the up-load to Black-Cat for a grant representing the Design Phase for South Ramp Parking.
- Notified by Aeronautics there are now tools available to verify invoices submitted and approved.
- Provided meeting notice and packet documents for the Airport Authority meeting held October 12th. Provided minutes of the meeting this month.



The Airport has accomodated recreational, agricultural, emergency and corporate patrons this month.

*Thank you for your support of
The Portland Municipal Airport*



www.cityofportlandtn.gov



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

As of October 31, 2023
Fiscal Year has elapsed - 34%

	Amount	Unspent Committed Funds
GO Bond 2020	\$3,921,537	\$2,604,636
W/S Bond 2020	\$18,238,174	\$8,813,606

		Board Passed	
		10/31/2023	% of Budget
GENERAL FUND			
Revenue			
Taxes & Licenses	1,080,409	9,052,000	11.9%
Planning & Codes	393,275	675,750	58.2%
Intergovernmental	522,059	2,354,000	22.2%
Miscellaneous	7,857	29,600	26.5%
Court	56,292	152,500	36.9%
Other Revenues	124,677	157,300	79.3%
Loan Proceeds - Other Fin Source	874,383	900,000	97.2%
Grants & Special Projects	297,766	0	0.0%
TOTAL	3,356,719	13,321,150	25.2%
Expense			
General Government	557,971	1,975,061	28.3%
Administrative & Mayor	139,718	383,083	36.5%
Human Resources	37,069	120,726	30.7%
Planning & Zoning	81,536	324,945	25.1%
Codes	47,280	151,955	31.1%
Court	28,327	93,160	30.4%
Police	1,452,117	4,429,397	32.8%
Fire	1,724,639	3,468,260	49.7%
Streets & Highways	417,020	1,284,002	32.5%
City Garage	61,752	150,637	41.0%
State Street Aid	10,704	650,000	1.6%
Animal Control	30,402	69,600	43.7%
Grants & Special Projects	77,019	1,820,000	4.2%
Swimming Pool	0	0	0.0%
Parks & Recreation	413,074	949,920	43.5%
Community Development	42,570	125,402	33.9%
TOTAL	\$5,121,199	\$15,996,148	32.0%

WATER & SEWER		10/31/2023	Board Passed Budget	% of Budget
Revenue				
	Revenue	4,029,377	9,792,000	41.1%
	TOTAL	4,029,377	9,792,000	41.1%
Expense				
	Water Plant	530,698	1,756,238	30.2%
	Water Distribution System	712,941	2,819,389	25.3%
	Grants & Projects	1,865,575	8,787,000	21.2%
	Sewer Collection	467,776	2,108,296	22.2%
	Sewer Plant	727,296	2,759,151	26.4%
	Business Office	144,542	476,334	30.3%
	Utility Administration	220,265	702,941	31.3%
	TOTAL w/ Bond	4,669,093	19,409,349	24.1%

		10/31/2023	Board Passed Budget	% of Budget
AIRPORT FUND				
Revenue		\$288,390	\$368,000	78.4%
Expense		\$201,395	\$367,839	54.8%

DRUG FUND				
Revenue		\$4,339	\$4,000	108.5%
Expense		\$36,570	\$43,000	85.0%

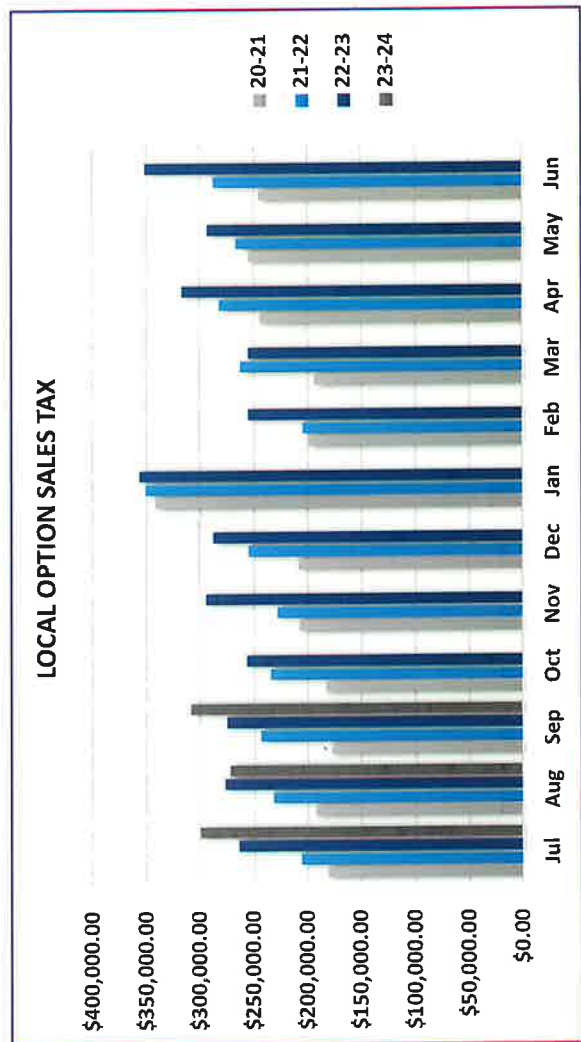
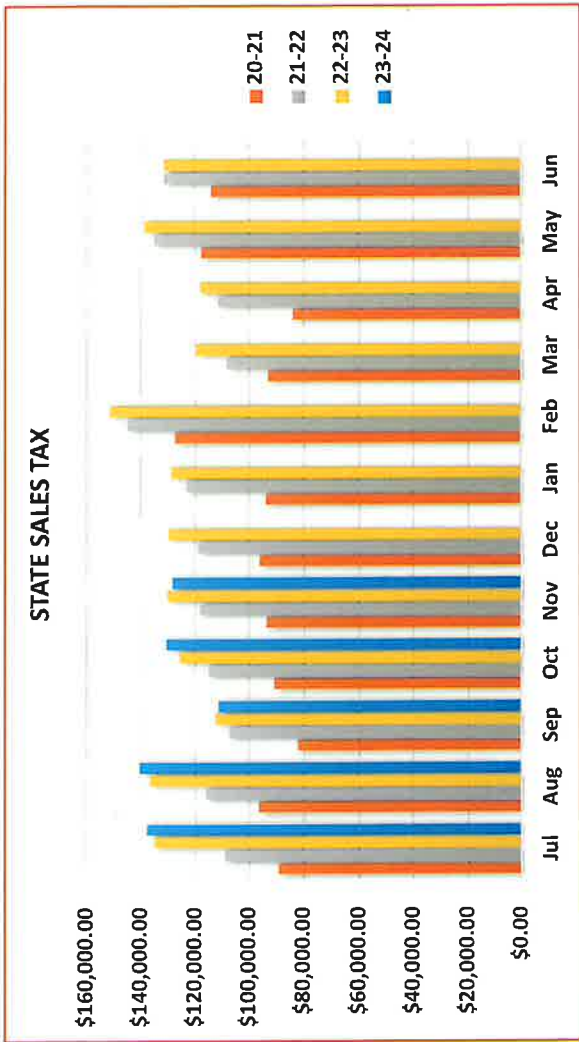
STORMWATER				
Revenue		\$335,462	\$815,000	41.2%
Expense		\$348,837	\$1,201,659	29.0%

SOLID WASTE				
Revenue		\$475,925	\$1,355,603	35.1%
Expense		\$363,927	\$1,312,620	27.7%

GOLF COURSE				
Revenue		\$276,505	\$569,400	48.6%
Expense		\$237,185	\$563,713	42.1%

		10/31/2023	Board Passed Budget	% of Budget
IMPACT FEES				
Revenue				
	Parks	23,850	20,000	119.3%
	Police	13,800	15,000	92.0%
	Fire	29,763	7,500	396.8%
	Interest	8,243	0	
	TOTAL	\$75,656	\$42,500	178.0%
Expense				
	Parks	0	65,000	0.0%
	Police	21,170	0	0.0%
	Fire	100,654	76,000	132.4%
	TOTAL	\$121,824	\$141,000	86.4%
DEBT SERVICE - GENERAL FUND				
Revenue	Transfer from General Fund	\$37	\$719,229	0.0%
Expense		\$161,150	\$719,229	22.4%
GAS				
Revenue		1,093,202	5,881,000	18.6%
Expense		1,044,649	6,770,369	15.4%

Rachel Slusser, CMFO



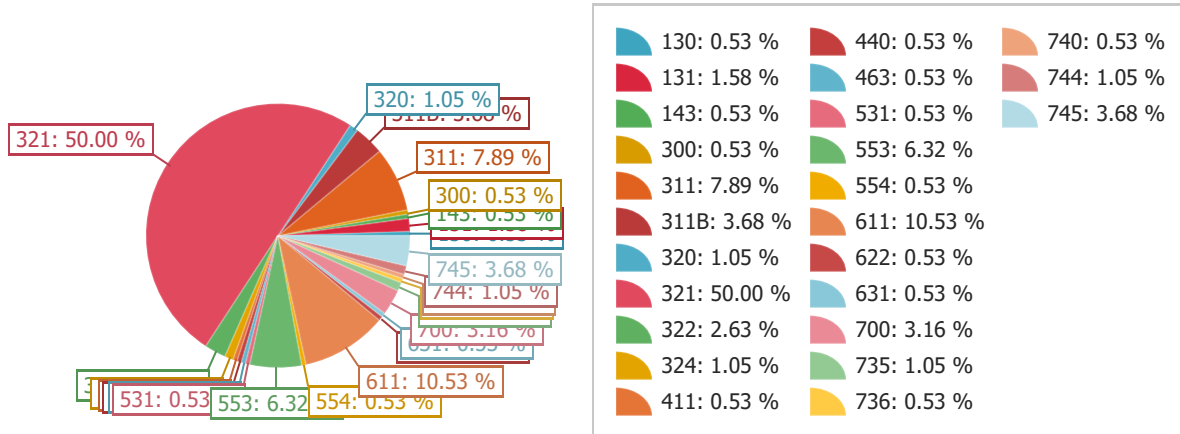


Portland Fire Department

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



Incident Reports By Incident Type, Summary



Incident Type	Total Incidents	Percent
130 - Mobile property (vehicle) fire, other	1	0.53%
131 - Passenger vehicle fire	3	1.58%
143 - Grass fire	1	0.53%
300 - Rescue, EMS incident, other	1	0.53%
311 - Medical assist, assist EMS crew	15	7.89%
311B - Public Assist	7	3.68%
320 - Emergency medical service incident, other	2	1.05%
321 - EMS call, excluding vehicle accident with injury	95	50.00%
322 - Motor vehicle accident with injuries	5	2.63%
324 - Motor vehicle accident with no injuries.	2	1.05%
411 - Gasoline or other flammable liquid spill	1	0.53%
440 - Electrical wiring/equipment problem, other	1	0.53%
463 - Vehicle accident, general cleanup	1	0.53%
531 - Smoke or odor removal	1	0.53%
553 - Public service	12	6.32%
554 - Assist invalid	1	0.53%
611 - Dispatched & canceled en route	20	10.53%

Incident Type	Total Incidents	Percent
622 - No incident found on arrival at dispatch address	1	0.53%
631 - Authorized controlled burning	1	0.53%
700 - False alarm or false call, other	6	3.16%
735 - Alarm system sounded due to malfunction	2	1.05%
736 - CO detector activation due to malfunction	1	0.53%
740 - Unintentional transmission of alarm, other	1	0.53%
744 - Detector activation, no fire - unintentional	2	1.05%
745 - Alarm system activation, no fire - unintentional	7	3.68%

Total Number of Incidents: 190

Total Number of Incident Types: 25

Incident Type

Total Incidents

Percent

Report Filter Settings

Report File Name: Incident Reports by Incident Type, Summary

Filter Name: Last Calendar Month

Filter Expression: [AlarmDateTime] is between '10/1/2023 12:00:00 AM' and '10/31/2023 11:59:59 PM'

Human Resources Monthly Report October 2023

New Hire Orientations	September	YTD
Full-Time	4	32
Re-Hires	0	1
Part-Time	1	7
Retirements	0	1
Severances		
• Voluntary	2	21
• Involuntary	1	3
Workers Comp Claims	3	23
Current posted positions	6	



Monthly Report / October 2023

Jamie White, Parks Director

Tammy Groves, Assistant Parks Director

Trent Stephens, Park Maintenance Supervisor

Marty Bullington, Golf Course Manager

Civic Clubs

Portland Youth Football League	In Season
Portland Soccer Club	In Season
Dixie Youth Baseball	Fall Ball

Parks and Recreation Programs and Events

The Chamber Golf Tournament was held on Tuesday October 12th at Dogwood Hills. This year we had enough teams to do two sessions. The course was in amazing shape. A special thanks to our Chamber of Commerce for putting on a great event.

Trick in the Park is set for Tuesday October 31st, 2022, at Richland Park from 5pm to 7pm.

The 50th Annual Harvest Craft Show will be on Saturday November 12th at Richland Gym from 9am to 4pm. We will have 69 booths this year.

Visit with Santa is set for Saturday December 9th at Richland Gym from 10 am to 12 noon.

Christmas for Kids wrestling event is set for Saturday December 16th at Richland Gym.

The columns to Richland Gym were moved back and the entrance has been paved.

The Cold Spring School project has been completed. The north, south and west walls have new wood siding, and the entire schoolhouse has been painted.

The third phase of the electrical work done to Richland Gym has been completed. The electrical panels needed to be grounded.

New mulch for the playground at Richland Park has been completed.

The ditches for the electrical work done to the Flag Poles has been repaired, seeded and strawed.

We have had a few contractors begin to remove dirt from Richland Park.



January 2023 – September 2023

<u>Category</u>	<u>Items Sold</u>	<u>Total Sales</u>
Annual Memberships	62	\$71,350.00
Cart Rentals	1,227	\$6,155.00
Concessions	6,719	\$11,864.25
Daily Rounds	8,795	\$229,465.00
Pro Shop	1,771	\$54,288.12
Shed Rentals	6	\$1,800.00
Total:		\$374,922.37

PORTLAND POLICE DEPARTMENT MONTHLY REPORT

10/1/2023 to 10/31/2023

CID ACTIVITY					
Cases Assigned	23	Interviews Conducted	86	Asset Forfeitures	0
Cases Closed	7	Monitored Interviews	0	DCS/AOA	34
Cases Cleared	15	Search Warrants	3	Knock and Talk	1
Call outs	0	Judicial Subpoenas	5	Assist Patrol Units	11
Grand Jury Cases	0	General Sessions Cases	6	Forensic Interviews	0
Grand Jury Hours	0	General Sessions Hours	12	Fire Investigations	0
Juv Court Cases	1	Criminal Court Cases	0		
Juv Court Hours	2	Criminal Court Hours	0		

Records Activity			
Copies Distributed		Background Checks	
Walk-ins	17	Government	5
E-mails	48	Public Housing	0
Grand Jury & DA Copies	6	Local	0
Arrest Reports	46	Incident Reports	104
Written Warnings	83	City Citations	82

ANIMAL CONTROL ACTIVITY					
CALLS ANSWERED	49	WILDLIFE	0	DECLARED VICIOUS	0
ANIMALS PICKED UP	18	RETURNED TO OWNER OR RESCUE	7	BARKING COMPLAINT	1
SENT TO S.C.S.C.	0	TRAPPED ANIMALS	0	CRUELTY & WELFARE COMPLAINTS	1
DOGS	11	ANIMAL BITE ON ANIMAL	0	WILDLIFE/LIVESTOCK COMPLAINTS	2
CATS	1	ANIMAL BITE ON HUMANS	2	TICKETS/WARRANTS/ARRESTS	3
LIVESTOCK	0	EUTHANASIA	0	WARNINGS	4
		ADOPTIONS	2	REPORTS	4
SPECIAL ASSIGNMENTS	2	INTAKE	8		

PROPERTY MAINTENANCE / CODES			
CASE NUMBERS	9	RESOLVED BY CONTACT/PHONE	3
NON-COMPLIANCE LETTERS	10	CITY COURTS DATES	2
NEW GRASS/RUBISH COMP	9	CITY HALL BANK ESCORTS	20
RE-INSPECTIONS	0	MAIL DELIVERY	21
PARKING COMPLAINTS	0	ASSIST ANIMAL CONTROL	13
FOLLOW-UP PARKING COMP	0	ARRESTS	Civil warrant
VEHICLES (NON-COMP)	3	REPORTS	0
WORK ORDERS	4	CITATIONS	0
PROPERTY LIENS	0	WRITTEN WARNINGS	0
RELEASE OF LIENS	1		

CALLS FOR SERVICE					
911 HANG UP	16	EVADING	0	SCHOOL ZONE	36
911 MISDIAL	20	EXPARTE SERVICE	2	SEX OFFENDER REGISTRY	0
911 MISDIRECT	0	EXTRA PATROL	192	SEXUAL ASSAULT	0
911 OPEN LINE	32	FIELD INTERVIEW	1	SHOOTING	0
ABANDONED VEH	4	FIGHT	0	SHOPLIFTING	1
ABUSE INVESTIGATION	0	FIREARM DENIAL	0	SHOTS FIRED/HEARD	1
ACCIDENT INJURY	10	FIREWORKS	0	SOLICITOR	0
ACC. INJURY HIT/RUN	0	FOLLOW UP	38	SPECIAL ASSIGNMENT	2
ACCIDENT PROPERTY	28	FORGERY	0	SPC. ASSIGNMENT-COMMUNITY	3
ACC. PROPERTY HIT/RUN	6	FRAUD	3	STABBING	0
ACC. SERIOUS INJURY	0	GANG ACTIVITY	0	STALKING	0
ACTIVE SHOOTER	0	GAS DRIVE OFF	0	STOLEN VEHICLE	2
ADMIN INVESTIGATION	0	HANGING	0	SUBDIVISION CHECK	7
AIRCRAFT EMERGENCY	0	HARASSMENT	2	SUBJECT CHECK	13
ALARM	32	HOSTAGE SITUATION	0	SUICIDAL SUBJECT	8
ALARM HOLD UP/PANIC	3	HOTEL CHECK	0	SUS. INCIDENT	32
ALARM TEST	0	ILLEGAL DUMPING	1	SUS. PERSON	15
ANIMAL CALL	40	INDECENT EXPOSURE	0	SUS. VEHICLE	12
APARTMENT CHECK	10	INVESTIGATION	0	TALK TO OFFICER	161
ARMED SUBJECT	0	JUVENILE	9	THEFT	6
ARSON	0	JUVENILE TRANSPORT	0	THREATS	3
ASSAULT	2	KIDNAPPING	0	TRAFFIC ENFORCEMENT	1
ASSIST CITIZEN	38	KNOCK AND TALK	1	TRAFFIC HAZARD	9
ASSIST EMS	19	LAKE CHECK	2	TRAFFIC STOP	347
ASSIST FIRE	7	LOCKOUT	3	TRESPASS	1
ASSIST OTHER AGENCY	20	LOCKOUT URGENT	2	UNAUTHORIZED USE OF VEH	0
ATTEMPT TO LOCATE	7	LOST/FOUND PROPERTY	11	UNK SITUATION	0
BARRICADED SUBJECT	0	LPR HIT	3	VANDALISM	3
BOLO	9	MENTAL TRANSPORT	1	VEH. BURGLARY	1
BOMB THREAT	0	MISC/MATTER OF RECORD	2	VEHICLE CHECK	28
BURGLARY	2	MISSING ADULT	0	VIOLATION CORRECTION VERIFY	13
BUSINESS CHECK	320	MISSING JUVENILE	1	VIO. ORDER OF PROTECTION	0
CAR SEAT CHECK	0	NOISE COMPLAINT	4	WARRANT	3
CHECKPOINT	0	OPEN DOOR	4	WEATHER RELATED ISSUES	0
CITY CALL OUT	0	OVERDOSE	5	WELFARE CHECK	10
CIVIL MATTER	7	PARK CHECK	78		
CODE 99	0	PARKING COMPLAINT	4		
CODES	11	PROSTITUTION	0		
DAMAGE TO PROPERTY	6	PROWLER	0		
DEATH INVESTIGATION	1	PUBLIC INTOX	3		
DELIVER MESSAGE	1	RECKLESS DRIVER	23		
DISORDERLY CONDUCT	0	REFERRAL	4		
DISTURBANCE	12	REPO	4		
DOMESTIC	11	RIOT	0		
DRILL	0	ROBBERY	0		
DUI	2	RUNAWAY	5		
DRUG INVESTIGATION	4	SCAM	2		
ESCORT	10	SCHOOL CHECK	47		
PHONE MESSAGE	0	TEST CALL	2		
PRIVATE PROPERTY TOW	0	TRAFFIC COMPLAINT	2		

Total Calls for Service	1869
Total Written Warnings	143
Total Speeding Citations	41
Total all other city citations	83
Commercial vehicle enforcements	2
Total Arrest	51

FLEX UNIT INFORMATION					
TRAFFIC STOPS	79	DRUGS CASES	6	WEAPONS SEIZED	0
WARNINGS	60	Misdemeanor	4	RIFLE	0
CITATION	10	Felony	2	SHOTGUN	0
ARRESTS	14	Paraphernalia	6	PISTOL	0
		ASSET FORFEITURES	0	OTHER	0
		Vehicles	0		
		Currency	0	KNOCK AND TALKS	2
		Other	0		

WARRANTS SERVED	3	ASSIST PATROL	7	CONSENSUAL ENCOUNTERS	1
K-9 ALERTS	3	ASSIST OTHER AGENCY	1	ASSIST CID	20

FLEX UNIT COURT INFORMATION				
GRAND JURY	# OF CASES	1	# OF HOURS	2.25
GENERAL SESSIONS	# OF CASES	8	# OF HOURS	32.5
JUVENILE COURT	# OF CASES	0	# OF HOURS	0
CRIMINAL COURT	# OF CASES	1	# OF HOURS	3



CITY OF PORTLAND

298 PORTLAND LAKE ROAD

PORTLAND, TENNESSEE 37148

Telephone 615/325-6776 ext. 192

Mobile 615/566-7074

Email Address: PortWTP@cityofportlandtn.gov

Portland WTP Report for Month of October 2023

- Submitted September 2023 DMR via the EPA CDX online portal.
- Submitted September 2023 MOR's via certified mail.
- Cleaned leaves from WFDC intake as needed.
- Performed clearwell drop test to verify accuracy of WTP effluent meters.
- Processed bac-t samples for CSBUD and the City of Westmoreland water system.
- Verified genset weekly exercises @ WTP and both booster sites.
- Checked monitoring wells at City Lake.
- Collected and processed 25 bac-t compliance samples.
- Routine maintenance was performed on schedule.
- Produced 64,751,000 gallons of potable water for distribution to customers.



CITY OF PORTLAND

PORTLAND NATURAL GAS

LUCAS BAKER – GAS SUPERVISOR

126-B MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

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

Email Address: lbaker@cityofportlandtn.gov

Gas Dept Monthly Report – October 2023

- 11 Gas Services installed consisting of 2,422ft of ¾" service line pipe
- Abandoned services – 115 North St, 820 Jackson Rd, 341 Woods Rd
- Repaired ¾" service leaks at 108 Franklin Cr and 760 Halltown Rd
- Repaired damaged 2" main at end of Hood Trail
- Rebuilt meter at 700 N Broadway – leak survey leak repair
- 2023 TPUC Gas Pipeline Safety Inspection on Leaks, Corrosion, Patrolling, Valve Maintenance
- Replaced valve box at Guthrie Rd
- Relocated TGT station odorant tank
- TGT Station building/roof installed
- 3 yard repairs
- Atmospheric Corrosion Inspections on residential and industrial gas meters-TPUC Requirement
- Gathered GIS data to assist in updating the Natural Gas System
- Gas Leak Investigations
- Various gas pressure checks
- Air Test Inspections
- Daily monitoring of Gate Stations and odorant injection
- Daily work orders and Tennessee One Calls
- Monthly Odorant Sniff Test – TPUC requirement



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

Date: 11/06/2023

NOVEMBER MONTHLY REPORT

Construction continues at the Water Reclamation Facility. The Semi-Annual Report for Industrial Pretreatment was Done and Turned in a Timely Manner. FOG Inspections were conducted and some rechecked just for Verification purposes. The Sludge Press went down that parts were ordered and hopefully will be repaired shortly.

Larry Quattlebaum
Portland TN WRF Chief Operator



DEPARTMENT OF UTILITIES

SEWER COLLECTION DEPARTMENT

122 D MORNINGSIDE DR.

PORTLAND, TENNESSEE 37148

Telephone 615-323-1437

Email Address: jharrison@cityofportlandtn.gov

Monthly Report for October 2023.

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

We had some "Service Calls" which resulted in rodding 3 service lines. Some calls were issues or questions, the homeowner had with their service line or problems under the house. Other calls were questions about plumbing repairs or odor complaints. We met with Contractors that were installing Sewer lines and private pumps. We had 2 new sewer inspections and had to inspect the cleaning of the service line at the Portland Car Wash, they had gravel and grit in their service. We had 1 Telemetry Call out, due to pump failure. We reset 1 manhole and had 4 after hours call outs.

While checking the pump stations this month we found several problems. We pulled 10 clogged pumps and worked on multiple others. We repaired airlocked pumps, changed 5 floats & rehung fallen floats and we changed a start capacitor as well. We also replaced a 5hp grinder pump at Diane PL., that we had in surplus. We had to replace a section of split airline in a pumpstation. Worked on Carlin Estates getting parts ready for a retrofit to the wet well. We dug up Carlin estates, but found we needed a different size fitting and backfilled it until parts could arrive. We also spent time working on Buntin Farms pump #1.

We had other non-pumpstation related work such as replacing 3 broken plastic c/o boxes and 1 broken c/o assembly. We also continued with our monthly grease removal at pump stations and to weed eat the pumpstations and the manholes that are overflow points and the ones that get hit by the state mowers on the highway right ways. We also did 1 yard repair. We capped off 1 unused service and 1 service for DEMO. We Hydro excavated out broken fitting at Bonnie Dr and made the repair. We disassembled an old pumpstation to use needed parts and hauled off scrap.

We CCTV 7 services for tap locations and needed repairs. We inspected taps for business permits, demos, and main lines for location of taps. We cleaned grease out of 2 pumpstations and spotted lines for repairs. We cleaned out a storm water basin & CCTV a storm Drain. We used the vac truck to prevent 2 possible overflows this month.

This month we met with Steve Perdue daily, inspecting Park Side Estates, as he is installing the sewer lines. We are still working on the area at 124b Davis St to determine the condition of all the existing sewer lines. We had 1 day of interviews. This month we worked on updating the SDS Book and getting ready for a TOSHA inspection. I worked on Cyber Security training. The Collection System had no Overflows this month. Our monthly safety meeting this month was over "Trenching and Shoring Safety".

Jon Harrison
Supervisor of Collections.



CITY OF PORTLAND
WATER DEPT SUPERVISOR THOMAS O'LOUGHLIN
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PORTLAND, TENNESSEE 37148
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October 2023 MONTHLY REPORT

WATER DISTRIBUTION DEPARTMENT

- Yard Restorations
 - 204 & 206 Austin Dr 133 Buntin Mill Rd 1319 N Corinth Rd
 - 1323 N Corinth Rd 1331 N Corinth Rd 1339 N Corinth Rd
 - Shady Park Ext TDOT 218 Ranch Rd 4141 Dobbins Pike Rd 1101 Minor Rd
 - 181 Scattersville Rd 318 Airport Rd 1660 Hwy 52 E
 - 101 E Dana Kepley Rd 155 E Dana Kepley Rd 135 Briley Ln Gibson St/Short Rd
 - 218 Delrose Dr 4060 N Pinson Rd 1107 Fairfield Rd
 - 116 High St 104A and B North St 1720 Hwy 52 E
- ¾" Service Line Leaks (All services were renewed)
 - 1102 Ash St
 - 1202 N Church St
 - 1008 W Main St
 - 418 W George Durham Rd
 - 1668 New Deal Potts Rd
 - 1219 S Russell St
 - 139 Denning Ford Rd
 - 608 N Russell St
 - 1664 New Deal Potts Rd
 - 330 N Harris Rd
 - 139 Smith Rd
 - 508 Old Parkers Chapel Rd
 - 1075 Staggs Dr
 - 1011 Silver Maple Ln
 - 101 Silver Maple Ct
 - 202 Riggs Ave
 - 100 Nestledown Circle.
- 1" Service Line Leaks (Services Renewed)
 - 382 Blue Door Rd

- Water Main Breaks
 - 9234 Byrums Chapel Rd – Section pipe
 - Old Westmoreland Rd and Grandview – Full seal clamp
 - Hwy 52 and Portland Courtyard – section pipe
- ¾" New Service Installations
 - 1208 Minor Rd
 - 1355 N Corinth Rd
 - 1669 New Deal Potts Rd
 - 7926 Hwy 52 W
 - 332 B Woods Rd
 - 334 A Woods Rd
 - 338 B Woods Rd
 - 340 A Woods Rd
 - 340 B Woods Rd
 - 342 B Woods Rd
 - 109 Thompson Branch Rd
 - 187 Thurman Kepley Rd
 - 765 Coker Ford Rd
 - 468 Fowler Ford Rd
- Replace Meters
- Test Fire lines
- Locates
- Traffic
- Cut Off Lists
- Flushing
- Retired 1" main running down Nestledown Circle.

ORDINANCE

City of Portland, Tennessee

No. 23 – 58

Second Reading

AN ORDINANCE TO AMEND, SECTION 3 – COMPENSATION, OF THE CITY OF PORTLAND PERSONNEL POLICY

WHEREAS, the City of Portland approved Ordinance 13-32 on October 7, 2013, which established a Comprehensive Personnel Policy; and

WHEREAS, the City of Portland approved Ordinance 19-67, Ordinance 20-07 and Ordinance 21-53 all of which amended the original 2013 Personnel Policy; and

WHEREAS, the update currently recommended to the Personnel Policy is **Section 3 – Compensation, 3.2, Pay for Part Time Work**, by removing the following paragraph:

Volunteer Firefighter and Volunteer EMT compensation is on a per-call basis. Each call will be paid a de minimis payment intended to cover expenses as a nominal fee. The fee paid is subject to establishment and adjustment by Resolution of the City Council.

WHEREAS, **Section 3 – Compensation**, as amended, shall instead read as follows:

3.2. PAY FOR PART TIME WORK

Employees who are employed in part-time positions are not eligible for benefits and will only be paid for their actual hours worked. In the event that hours worked by a part-time employee exceed the FLSA defined workweek/work period threshold, overtime rates will apply. Part-time employees performing the same function as full-time employees will begin employment at the minimum rate of pay for the position as described in the classification and pay ranges established by the City but will be eligible for across-the-board increases. Ongoing part-time workers are limited to an average of 29 hours or fewer per workweek.

WHEREAS, this Ordinance, 23-58, will alter only the construct of the above-referenced **Section 3** of the Personnel Policy; and

WHEREAS, prior sections of the Personnel Manual that are in conflict with this ordinance shall be and are hereby repealed and replaced, with updated policies promulgated upon adoption; and

WHEREAS, the City of Portland's Personnel Manual shall now be updated to reflect all changes that have been made by amendments, approved by the Mayor and Board of Aldermen, and the Personnel Manual shall be included with this ordinance as a matter of record; and

NOW THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland, Tennessee that the **City of Portland Personnel Manual** originally adopted by Ordinance 13-32,

amended by Ordinances 19-67, 20-07 and 21-53 is hereby amended with Ordinance 23-58 at Section 3.2 **Pay for Part Time Work**, and the updated Personnel Manual, most recently known as the *City of Portland Manual – 2021*, shall be entered into permanent record with passage of this ordinance and distributed to all city employees.

BE IT FURTHER ORDAINED that this Ordinance shall become effective January 1, 2024, upon its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 6, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 59

Second Reading

AN ORDINANCE TO AMEND TITLE 9 OF THE PORTLAND MUNICIPAL CODE BY REPEALING AND REPLACING CHAPTER 10, A PROVISION FOR MOBILE FOOD VENDORS

WHEREAS, The City of Portland acknowledges the need for a provision for mobile food vendors; and

WHEREAS, Title 9 **Businesses, Peddlers, Solicitors, Etc.** shall be amended by repealing Chapter 10, Mobile Food Vendors in its entirety, and replacing it with Chapter 10, Mobile Food Vendors as follows:

9-1001. Purpose. The City has determined that regulation of Mobile Food Vendors (MFVs) is necessary in order to protect the health, safety, and welfare of the public, as well as to promote the public interest by regulating the areas and methods of operation. To meet these ends, the City has determined that all persons or entities that desire to vend from MFVs within the City must be issued a permit pursuant to the requirements of this Article. This Ordinance shall fall under the purview of the City Planning Department for updates and enforcement authority; and all are subject to spot inspections by City Codes and Fire.

9-1002. Definitions. The following words, terms and phrases, when used in this Article, shall have the following meanings ascribed to them in this section:

1. **Edible Food Products.** Edible Food Products are those products that are ready for immediate consumption, including Prepackaged Food, Prepared Food, and On-site Prepared Food. The term "Edible Food Products" does not include fresh produce so long as the produce has not been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared for consumption.
2. **Outside Preparation.** Any External Preparation of food or drink using external appliances, grills, or smokers that can safely be operated outside the MFV unit.
3. **Ice Cream Vending Unit.** A motor vehicle containing a commercial freezer from which a Vendor sells or gives away frozen food products such as ice cream, frozen yogurt, frozen custard, flavored frozen water, and similar desserts, whether prepackaged, prepared, or prepared on-site typically known as an ice cream truck. Such frozen food products are typically sold on City streets at intermittent locations. A Pedestrian Vendor selling frozen desserts

shall not be considered an Ice Cream Vending Unit.

4. **Mobile Food Vendor.** Generally, a Mobile Food Vendor ("MFV") is an enclosed unit, truck, or trailer, or similar vehicle-mounted unit that:
 - a. Is mobile or capable of being moved by a licensed motor vehicle;
 - b. Any unit such as hotdog, ice cream, or food cart that is unloaded or delivered to an area for the purpose of vending to walk up customers, and is not easily moved from location to location without motorized help;
 - c. May or may not be independent with respect to water, wastewater, and power utilities (any such hook-ups may require City approval and inspection);
 - d. Is used for the preparation and/or sale of food;
 - e. Does not exceed thirty-five (35) feet in length and nine (9) feet in width;
5. **Operate.** To "operate" or "operation" shall mean all activities associated with the conduct of business, including, but not limited to, set up, take down, and actual hours where the MFV is open for business.
6. **Prepackaged Food.** Any properly labeled and processed food or beverage, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at an off-site approved source, and that may be purchased at the MFV for immediate or later consumption.
7. **Prepared Food.** Any food or beverage that is served, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared by persons off-site from a MFV that may be purchased at the MFV for immediate or later consumption.
8. **Public Property.** Any property owned or maintained by the City.
9. **Right-of-Way.** For the purposes of this Article, right-of-way shall mean streets where public parking is allowed and includes marked or unmarked parking spaces thereon.

9-1003. Applicability of Article. The provisions of this Article shall apply to Mobile Food Vendors engaged in the business of preparing, cooking, and distributing food with or without charge on or in public or private property within the City limits. This Article shall also apply to vendors selling prepared or prepackaged food if the vendor desires to exceed the exemption provided for the vendor herein.

9-1004. Limited Exemptions.

1. **Ice Cream Vending Units.** This Article shall not apply to an Ice Cream Vending Unit so long as the unit is stationary in the same location for no more than fifteen (15) minutes at a time. An Ice Cream Vending Unit may sell or attempt to sell items that are frozen only on local streets where the speed limit is thirty (30) miles per hour or less. An Ice Cream Vending Unit shall not stop within twenty (20) feet of an intersection when attempting a sale or making a sale; and must have lights that are visible to oncoming traffic.

2. **Food Donations.** Public food donations are exempt, as long as no product is being sold in conjunction with a food give-a-way. All Edible Food Products must still follow safe food handling guidelines as directed by the TN State Health Department. Food donation vendors must still receive permission to set up and distribute, and must not hinder pedestrian, vehicular, or public safety traffic or access.
3. **Compliance with Article.** Any vendor who is granted an exemption under this Section and who desires to operate beyond the terms of the Limited Exemption described in this Section shall comply with the provisions of this Article that are applicable to MFVs.
4. **Community Events.** Certain City and Chamber events may be exempt.

9-1005. Mobile Food Vendor Permit.

1. **Application and Permit Required.** Unless exempted, every vendor desiring to engage in Mobile Food Vending shall submit an application, along with all necessary information and inspections, to the Business Office along with the appropriate fees before a permit shall be issued. The permit application shall not be considered complete until a safety inspection is completed, and the Business Office receives full payment for the type of permit desired. Permits are only valid during the calendar year in which they were issued, and each year the permitting process must be followed. Permits are non-transferrable.
2. **Applicable MFV Permits.** As with all MFV permits, if the MFV does not meet the requirements of the City, the MFV shall not receive a permit and it shall not be permitted to operate. The following MFV permit types are available:
 - a) **Special Event Permit** - Vendors that wish to operate within the City during a single event may apply for a permit that is valid up to 3 consecutive days; and this permit can only be issued 3 times in a calendar year for the same MFV. City and Chamber of Commerce sponsored events may require additional fees and conditions.
 - b) **Full Access Permit** - Vendors wishing to maintain a presence in the City with their MFV business may apply for daily operation.

NOTE: Regardless of permit choice, no food Truck shall be left on private property where food service is offered outside the operating hours set forth in this ordinance. The food truck site MUST be vacated after each operational day.

3. **Fees.** A non-refundable application fee in the amount of \$100.00 is required to receive an application for a MFV permit. There shall be no proration of fees; and fees are non-refundable once a permit has been issued. The following fees apply:
 - a. Special Event MFV Permit Fee - \$50.00
 - b. Full Access MFV Permit Fee - \$250.00
4. **Inspections after Permitting.** MFVs are subject to be checked quarterly at the discretion of the Fire Marshal, Codes Dept, and Property Maintenance Officer.
5. All reports will be relayed to the Planning Office for record keeping.
6. **Operation without Permit.** Any MFV operating without a valid Permit shall be deemed a public safety hazard and may be ticketed and impounded.

- 7. Revocation of Permit.** The City may revoke a Permit if it is discovered that:
 - a. An applicant obtained the Permit by knowingly providing false information on the application;
 - b. The continuation of the Vendor's use of the Permit presents a threat to public health or safety, or if the Vendor otherwise presents a threat to public health or safety; or
 - c. The Vendor violates the regulations of this Article or any other City ordinance.
- 8. Reinstatement.** After 90 days, the operator may request reinstatement of a revoked mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a non-refundable reinstatement fee of \$500 to offset the City's cost of enforcement measures, inspections, and compliance verifications. Operator may apply for reinstatement only ONCE in the same calendar year.

9-1006. Operation of Mobile Food Vendors. The following requirements apply to all MFVs and Vendors operating at any location, whether on City property, the right-of-way, or on private property within the City. Private property owners may seek additional requirements for MFVs operating on their property.

- 1. Additional Structures.** When vending on public property or right-of-way outside of a special event authorized by the City or Chamber, Vendors shall not provide any dining area. The term "additional structures" does not include the waste containers required by this Section. When vending on private property or within a special event authorized by the City or Chamber, permission from the property owner is required before the Vendor provides or allows any dining area, including but not limited to tables, chairs, booths, bar stools, benches and standup counters. Under no circumstances shall these dining areas encroach into the public right-of-way. The Vendor shall remove all additional structures when the Vendor ends its operations for the day.
- 2. Compliance with Laws.** Except as provided herein, MFV placement and operation must adhere to federal, state, and local laws, regulations, and policies. Local laws, regulations, and policies include, but are not limited to the City's zoning ordinances, noise ordinances, stormwater regulations, and fire code. The vendor must comply with all safe food handling rules as described by the TN Department of Health.
- 3. Distance between MFVs.** While operating, MFVs shall be at least ten (10) feet from other MFVs; except for approved events.
- 4. District Restrictions.**
 - a. Residential Districts.** MFVs are generally restricted in all areas zoned residential. MFVs in residential zones are allowed only as part of an event that is sponsored or hosted by a neighborhood association, by a homeowners' association, a non-profit corporation, by the City, the Chamber, or another governmental entity; and each event is limited to one day per calendar year for that particular neighborhood.

- b. **Commercial Districts.** Generally, Mobile Vending on private property is permitted only in Commercially zoned districts with improved lots except for City and Chamber approved events.
 - c. **City Property.** Use of City property is generally not available except for City and Chamber events. Certain City parking lots may allow MFVs, but that permission will be granted by the Parks Department at their discretion according to policies dealing with the use of City property.
 - d. **Unimproved Lots.** MFVs are not allowed to operate on unimproved lots.
5. **Electrical Requirements.** Any MFV under this Article shall comply with the requirements of the National Electrical Code, and any other rules and regulations which may apply.
6. **Electrical Service.** Any power required for a MFV on a public right-of-way or public property should be self-contained. MFVs operating on private property may use electrical power from the property being occupied or an adjacent property only when permission has been given by an operator of the property to hook up to electricity from the property. No power cord, cable, or equipment shall be extended at or across any public right-of-way, alley, sidewalk, or other public property. For the purposes of this section, "operator" refers to either the property owner or tenant where there is one occupant of the parcel or refers to the property owner where there are multiple occupants or tenants on a parcel. The owner/operator of the MFV may be responsible for any damage caused to the electrical system.
7. **Fire Safety and Inspection.** Any Vendor operating a MFV under this Article shall comply with requirements of the International Fire Code as adopted, along with any other regulatory) fire code as adopted. An inspection by the Fire Department must be passed before any permit is issued; and random inspections by City staff may be made any time after a permit is issued. All MFV operators are to adhere to the following:
- a. Vendors must have the appropriate fire suppression and/or fire extinguishers available at all times for their type of combustibles; such as described in NFPA 10.
 - b. All gasoline and propane must be properly stored and secured according to acceptable best practices, standards, and codes; such as that of the NFPA.
 - c. Each mobile unit must contain a fire/carbon monoxide alarm.
 - d. No trash or combustible material shall accumulate or be located within 3 feet of an open flame or fuel supply.
 - e. Gasoline generators shall only be filled when the generator is cool to the touch and not in operation.
8. **Hours of Operation.** Generally, MFVs are allowed to operate between the hours of 7am and 10pm; but may be shortened by the property owner. Certain approved events may dictate longer or shorter hours of operation as well.
9. **Items for Sale.** Generally, only food and beverage items may be sold from MFVs; a Vendor may sell or distribute merchandise from the MFV only if the merchandise bears the logo of the Vendor or the MFV; all other merchandise sales are prohibited. The sale or distribution of alcoholic beverages is prohibited specifically.

10. **Letter of Permission.** Vendors operating on private property shall obtain a letter from an operator of the property stating that the Vendor has permission to vend on the property and, if applicable, has permission to serve the operator's employees and/or customers. The Vendor shall keep a copy of the permission letter on the MFV at all times and while operating, the Vendor shall produce the letter upon the request of any City official acting in an enforcement capacity. For the purposes of this section, "operator" refers to either the property owner or tenant where there is one occupant of the parcel or refers to the property owner where there are multiple occupants or tenants on a parcel.
11. **Maximum Number of Units per Parcel.** While operating on private property, except for approved events by the City or Chamber, the number of MFVs allowed is limited by the size of the parcel as follows: For a lot that is one-half (.5) acre or smaller, a maximum of one (1) MFV is allowed; for a lot that is one-half to one (.5 -1.0) acre, a maximum of two (2) MFVs is allowed; for a lot that is larger than one (1.0) acre in size, a maximum of three (3) MFVs is allowed.
12. **Methods of Support.** MFVs shall be free-standing and shall not use stakes, rods, or any method of support that must be drilled, driven, or otherwise fixed, into or onto asphalt, pavement, curbs, sidewalks, or buildings.
13. **Mobile Vending on City Property.** MFVs wishing to operate on City property must schedule places and times through the Park Department. A minimum notice of 14 business days must be given to allow for scheduling; and schedules cannot be made for those who do not have an active permit. Scheduling times and places are limited, and are on a first come first serve basis. All City functions take precedence over MFVs; and MFVs may be asked at any time to move to another location on City property, or off of City property all together. The use, marking, or designation of spaces for Mobile Food Vending does not grant Vendors a vested right, property interest, or privilege in any specific space. City space for MFVs may be adjusted, modified, or removed if such adjustment, modification, or removal is determined to be in the interest of the public health, safety, welfare, and operation of the City.
14. **Obstruction of Vehicular and Pedestrian Traffic.** Placement of MFVs and any devices related to the MFV shall not obstruct or impede pedestrian or vehicular traffic, access to driveways or any egress or ingress, alley way, sight distance for drivers, loading bays, handicap parking spaces or access, or block fire hydrants or fire lanes.
15. **Operation on Unimproved Lots.** MFVs shall not operate on unimproved non-commercial lots. For the purposes of this Article, an unimproved lot is a lot without the following: Paved surface for the MFV and its customers, paved driveway access to a City street, and adequate lighting for the paved area. This prohibition regarding unimproved lots shall not be applicable to properties owned by the City or to events coordinated by the City and the Chamber.
16. **Outside Preparation.** Any food and beverage preparation outside of the MFV shall not obstruct vehicular or pedestrian traffic, and such preparation shall not create safety hazards for the public. Vendors shall not serve food to customers directly from any outside preparation unit. Any barbecue, smoker, or cooking device that is external to the MFV shall be blocked by sufficient barriers so as to protect, and alert, pedestrians from possible injury.

17. **Parking Direction.** When allowed, MFVs operating on public streets shall park in the same direction as traffic, with no more than eighteen inches (18") between the curb face or edge of pavement and with the service window, and the service window of the MFV must be facing the curb. Food trucks shall not block fire lanes, designated traffic lanes or ingress or egress to or from a building or street.
18. **Service to Pedestrians.** MFVs shall serve pedestrians only; a drive-thru or drive-in service for vehicular customers is prohibited. MFVs should use traffic cones to prevent vehicles from driving through the area where pedestrians would line up for service.
19. **Signs and Flashing Lights.** A MFV is limited to signs mounted to the exterior of the mobile food vendor's unit and one (1) detached sandwich board sign. Sandwich board signs shall not obstruct or impede pedestrian or vehicular traffic. MFVs signs shall not contain flashing lights or flashing light-emitting diodes (LED), nor shall the MFV use flashing lights or flashing LED as an embellishment on the MFV to attract attention.
20. **Sound Amplification.** MFVs or Vendors shall not use sound amplification equipment in a way that may create a nuisance to others.
21. **Spills.** To prevent discharges into the storm drain system, each MFV shall comply with the stormwater regulations of the City. In addition, each MFV should have a spill response plan and kit onboard to contain and remediate any discharge from the MFV.
22. **Waste Storage and Disposal.** Vendors shall supply, in a prominent location, trash containers sufficient in size to collect all waste generated by customers and staff of the MFV. The Vendor shall keep the area around the MFV clear of litter and debris at all times. All trash and debris generated by customers and staff shall be collected by the Vendor and deposited in their trash or recycling container and removed from the site by the Vendor. Vendors shall not pour wastewater or grease on the ground. Vendors shall not place food waste or grease into City owned trash receptacles. Vendors shall not place food, waste, or grease into any part of City's sanitary sewer system or stormwater system.
23. **Enforcement.** No food truck shall be left on private property where food service is offered outside the operating hours set forth in this Ordinance. The food truck site must be vacated after each operational day. The City of Portland Police and Codes Departments shall have authority to investigate and address any violation(s). Any MFV that is connected to the sewer system and under a pretreatment program, will be excluded from moving each night.

9-1007. Indemnity for Benefit of the City and Insurance. Any Vendor operating under this Article shall comply with all requirements of the City with regard to risk management, including the provision of insurance in accordance with the standards set by the City and the execution of an indemnity agreement in favor of the City when operating on City property.

BE IT ORDAINED, The City of Portland hereby amends Title 9 of the Municipal Code by repealing Chapter 10 in its entirety and replacing it with this Ordinance, and the monies from these fees shall be applied to the upkeep of the Veterans Park located at Richland Park; and

BE IT FURTHER ORDAINED, That all ordinances or parts of ordinances in conflict herewith are hereby repealed; and

NOW THEREFORE, BE IT ORDAINED, That this Ordinance shall become effective thirty days (30 days) after its passage, the public welfare requiring it.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 6, 2023

Passed Second Reading:

RESOLUTION

City of Portland, Tennessee

No. 23 - 101

A RESOLUTION TO ESTABLISH CITY COUNCIL MEETING AND PLANNING COMMISSION MEETING DATES FOR 2024

WHEREAS, the Municipal Charter of City of Portland, Tennessee, states that the City Council shall fix the time and place at which regular meetings of the City Council shall be held;

WHEREAS, the City of Portland's Council meetings shall be held at 5:00pm on the first and third Monday of the month in Council Chambers at Portland City Hall; and

WHEREAS, the dates for 2024 City Council meetings are as follows:

January 8	July 15
February 5	August 5, 19
March 4, 18	September 16
April 1, 15	October 7, 21
May 6, 20	November 4
June 17	December 2

WHEREAS, the City of Portland's Planning Commission voted on the 2024 Planning Commission meeting schedule on November 14, 2023; and

WHEREAS, the City of Portland's Planning Commission meetings shall be held at 5:00pm on the second Tuesday of the month in Council Chambers at Portland City Hall; and

WHEREAS, the dates for 2024 Planning Commission meetings are as follows:

January 9	July 9
February 13	August 13
March 12	September 10
April 9	October 8
May 14	November 12
June 11	December 10

WHEREAS, all regular City Council and Planning Commission meetings shall be opened to the public; and

WHEREAS, City Council and Planning Commission reserve the right to alter the schedule with proper notification: and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland hereby establishes the City Council and Planning Commission meeting dates for 2024.

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

Resolution

City of Portland, Tennessee

No. 23 - 108

A RESOLUTION TO PETITION THE TENNESSEE LEGISLATURE TO CONSIDER POSSIBLE LEGISLATIVE CHANGES

WHEREAS, As the 2024 legislative session approaches, the City of Portland feels it important to share thoughts and concerns about possible legislation that may affect city operations; and

WHEREAS, The City of Portland request that the following items be considered in the upcoming legislative session:

- **Annexation Authority** (TCA Title 6 Chapter 51) – The City of Portland request that the State planning office be restored, that the Urban Growth Boundaries be maintained, and that an appeals process be instituted at the state level to mediate differences between county and city, if annexation authority is transferred to county government.
- **County Powers Relief Act, Impact Fees, & Adequate Facilities Taxes** (TCA Title 67 Chapter 4; 2006 Public Chapter 953; TCA Title 6 Chapters 1-4,18-36) - The City of Portland request that the 2006 legislation be changed so that all counties and cities can set a fee structure based on approved studies conducted by each governing body to help pay for growth; and that a portion of impact fees be allowed to help pay for maintenance of existing items.
- **Property Reappraisals** (TCA Title 67 Chapter 5) – The City of Portland request that property reappraisal schedules and appraisal ratios be uniform and streamlined ensuring that data is no more than three years old, and that a clear understanding is presented as to the cost sharing each city must pay for their portion of reappraisals from the county.
- **State Shared Sales Tax** (TCA Title 67 Chapter 6) – The City of Portland request that a plan to restore the historical sharing agreement that was removed in the early 2000's by the State during a budget shortfall be adopted whereby cities and counties can have the increased revenue generated within our communities to help pay for schools, public safety, and other local needs.
- **Local Elections** – The City of Portland request that local municipal elections remain non-partisan so that cities will not have to fund the cost of primary elections.

NOW THEREFORE BE IT RESOLVED, By the Mayor and City Council of the City of Portland that this list of items be forwarded to the Tennessee Legislature for consideration; 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 2023.

ORDINANCE

City of Portland, Tennessee

No. 23 – 67

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH NABHOLZ CONSTRUCTION CORPORATION FOR THE 2023 WINDOW REPLACEMENT FOR RICHLAND GYM PROJECT AT RICHLAND PARK

WHEREAS, the City of Portland deems it necessary to make improvements to Richland Gym by replacing the existing windows; and

WHEREAS, the City of Portland received and opened the only bid on November 14, 2023, from Nabholz Construction, Corp. in the amount of \$77,090.00; and

WHEREAS, after careful consideration the bid from Nabholz Construction, Corp. has been recommended as best bid for the 2023 Window Replacement for Richland Gym 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 Nabholz Construction, Corp. in the amount of \$77,090.00 as best bid for the 2023 Window Replacement for Richland Gym project; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

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, 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.
- F. Side coverings may extend to 20% of the height of the structure from the roof.

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.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:
Passed Second Reading:

4-404 RESIDENTIAL ACCESSORY BUILDINGS AND/OR STRUCTURES.

It is the intent of this section that accessory buildings and/or structures may be permitted on any lot used or zoned for residential purposes. The following standards apply to residential accessory buildings and/or structures:

4-404.1 ACCESSORY BUILDINGS.

- A. Are permitted in rear yards; no accessory building and/or structure shall be permitted in a regulatory front or side yard.
- B. Shall be located a minimum of five (5) feet from any building and/or structure
- C. Shall be located a minimum of ten (10) feet or the minimum side yard setback, whichever is least, from any property line.
- D. Shall be included in calculations for impervious surface, lot coverage, floor area ratio, or any other zoning or site design requirements applying to the principal use of the lot.
- E. Shall be secondary and subordinate to the principal structure.
- F. Shall comply with any size requirements for the applicable zoning district.
- G. Vehicles, including recreational vehicles, and travel trailers, shall not be used as temporary or permanent living quarters, storage buildings, utility buildings, or other such uses.

4-404.2 SWIMMING POOLS, WADING POOLS, HOT TUBS, AND SIMILAR

- A. Swimming pools, wading pools, hot tub, or similar structure shall be constructed no closer than five (5) feet from the waterline to any property line and shall be completely enclosed by a fence or wall in accordance with any adopted swimming pool code.
- B. Any building or roofed area associated with a pool, hot tub, or similar structure shall comply with the accessory structure requirements if detached from the primary structure. If attached to the primary structure, it shall comply with the zoning requirement of the primary structure.

4-404.3 CARPORTS

- 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.
- F. Side coverings may extend to 20% of the height of the structure from the roof.



ORDINANCE

City of Portland, Tennessee

No. 23 – 60

Second Reading

AN ORDINANCE TO AMEND TITLE 20 OF THE PORTLAND MUNICIPAL CODE, BY REPEALING AND REPLACING CHAPTER 2, IMPACT FEES, TO REVISE THE IMPACT FEE SCHEDULE FOR PARKS, POLICE, AND FIRE

WHEREAS, the City of Portland has authority to assess development impact fees for fire, parks, and police facilities pursuant to Article II, Section 1 of Chapter 568 of the Private Acts of 1939, as amended by Chapter 123 of the Private Acts of 1970, Chapter 107 of the Private Acts of 1981, and Chapter 31 of the Private Acts of 2003; and

WHEREAS, the protection of the health, safety, and general welfare of the citizens of the City requires that the fire, parks, and police facilities of the City be expanded and improved to meet the demands of new development; and

WHEREAS, the creation of an equitable impact fee system would enable the City to impose a share of the costs of required improvements to the City's fire, parks, and police facilities on those developments that create the need; and

WHEREAS, the City conducted an impact fee study in 2019 that set forth reasonable methodologies and analyses for determining the impacts of various types of development on the City's fire, parks, and police facilities; and

WHEREAS, the parks, police, and fire impact fees described in this ordinance were based on the impact fee study, and do not exceed the capital costs required to serve the development that will pay the fees; and

WHEREAS, there is both a rational nexus and a rough proportionality between the development impacts created by each type of new development covered by this section and the fire, parks, and police impact fees that such development will be required to pay; and

WHEREAS, Ordinance 19-01 established a system by which impact fees paid by impact generating development would be used to expand the City's parks, police and fire facilities, so that the development that pays each fee will receive a corresponding benefit;

NOW, THEREFORE, BE IT ORDAINED, that the governing body of the City

of Portland, Tennessee, does hereby:

Section 1. Amend Title 20 of the Portland Municipal Code by repealing Chapter 2, Impact Fees, in its entirety and replacing it with the following revised impact fee schedule for Parks, Police, and Fire.

Section 2. Any commercial, institutional, or industrial site development plan reviewed and approved by the Portland Municipal Planning Commission on or before the date of passage of this ordinance, shall be subject to the impact fees enforced at the time of the Planning Commission approval.

CITY OF PORTLAND CODE
TITLE 20: MISCELLANEOUS
CHAPTER 2: IMPACT FEES

SECTION

20-201	Short Title and Applicability
20-202	Intent
20-203	Definitions
20-204	Fee Determination
20-205	Exemptions
20-206	Independent Fee Calculation
20-207	Use of Fees
20-208	Refunds
20-209	Credits
20-210	Miscellaneous
20-211	Appeals
20-212	Violations
20-213	Severability
20-214	Effective Date

20-201. Short Title and Applicability.

(1) Short Title.

This chapter may be known and cited as Portland's "Impact Fee Ordinance," and is referred to herein as "this chapter."

(2) Applicability.

The provisions of this chapter shall apply to all of the territory within the corporate limits of the City of Portland.

20-202. Intent.

(1) The intent of this chapter is to ensure that impact-generating development bears a share of the cost of improvements to the City's fire services, parks, and police protection; to ensure that the share does not exceed the cost of providing such facilities; and to ensure that funds collected from impact-generating development are actually used to construct improvements that serve new development.

(2) It is not the intent of this chapter to collect any money from any impact-generating development in excess of the actual amount necessary to offset demands generated by that development for the type of facilities for which the

fee was paid.

20-203. Definitions.

For the purpose of interpreting this chapter, certain words used herein are defined as follows:

- (1) "Applicant" means the applicant for a building permit for which an impact fee is due pursuant to the provisions of this chapter.
- (2) "Functional population" means a common unit of measure that represents the impact of a development on the City's fire, parks, and police facilities.
- (3) "Impact fee administrator" means the City of Portland employee who shall be primarily responsible for administering the provisions of this chapter, or his or her designee.
- (4) "Impact fee study" means the Impact Fee Study prepared for the City of Portland by TischlerBise, dated December 2, 2019, or a subsequent similar report.
- (5) "Impact-Generating Development" means any land development or water or wastewater connection designed or intended to permit an increase the number of service units.
- (6) "Commercial" is an establishment primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial / Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.
- (7) "Hotel" is a place of lodging that provides sleeping accommodations and may provide supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops.
- (8) "Industrial" is an establishment primarily engaged in the production or transportation of goods. By way of example, *Industrial* includes manufacturing plants, printers, material testing, trucking companies, utility substations, power generation facilities, and telecommunications buildings.
- (9) "Institutional" is an establishment including public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Institutional* includes schools, universities, churches, daycare facilities, government buildings, and prisons.
- (10) "Office & Other Service" is an establishment providing management, administrative, professional, or business services, personal and health care services. By way of example, *Office and Other Services* includes banks, business offices, assisted living facilities, nursing homes, hospitals, medical offices, and veterinarian clinics.

- (11) "Warehouse" is an establishment that is primarily engaged in the storage, wholesale, and distribution of manufactured products, supplies, and/or equipment, excluding bulk storage of materials that are flammable or explosive or that present hazards or conditions commonly recognized as offensive. A warehouse less than 70,000 square feet shall be classified as industrial.
- (12) "Service units" means common units of measure of the demand placed on the infrastructure and facilities of the City, including fire, parks, and police functional population.
- (13) "Square feet" means gross floor area, defined as the total area of all floors of a primary building and all associated accessory buildings, measured from the external surface of the outside walls, but excluding covered walkways, open roofed-over areas, porches and similar spaces, exterior terraces or steps, chimneys, roof overhangs, and similar features. Excluded areas include basements or attic spaces of less than seven feet in height and vehicular parking and maneuvering areas.

20-204. Fee Determination.

(1) Maximum Allowable Fee.

The City of Portland has conducted an impact fee study to determine the needs for the City as it develops over the next ten years. Said study has determined that for the projected development to cover an equitable share of services offered by the Parks, Police, and Fire Departments. The City of Portland will set the maximum allowable fee, that shall not be exceeded without completing and adopting a new impact fee study. The maximum allowable fee rates are as follows:

Maximum Allowable Impact Fee				
Residential Development	Fees per unit			
Development Type	Fire	Parks	Police	Total
Single Family	\$ 1,444	\$ 1,194	\$ 631	\$ 3,269
Multi-Family	\$ 864	\$ 715	\$ 377	\$ 1,956
Nonresidential Development	Fees per 1,000 Square Feet			
Development Type	Fire	Parks	Police	Total
Industrial	\$ 657	\$ -	\$ 192	\$ 849
Warehouse	\$ 478	\$ -	\$ 165	\$ 643
Commercial	\$ 967	\$ -	\$ 1,218	\$ 2,185
Office & Other Services	\$ 1,225	\$ -	\$ 476	\$ 1,701
Institutional	\$ 384	\$ -	\$ 630	\$ 1,014
Hotel (per room)	\$ 241	\$ -	\$ 409	\$ 650

(2) Fee Schedule.

The City of Portland realizes that the maximum allowable fee would overburden development if fully implemented as called for in the initial Study. The City has decided to adopt the enforceable fee on a percentage basis. The City shall adopt impact fees at 50% of the maximum allowable fee. This percentage basis may be changed by two readings of an ordinance to set the new fee. The impact fee schedule shall revised and set as follows:

Any person who applies for a building permit or a water or wastewater connection for an impact-generating development, except those exempted or preparing an independent fee calculation study, shall pay a fire, parks, and police impact fee in accordance with the following fee schedule prior to the issuance of a building permit. If any credit is due pursuant to section 20-209, the amount of such credit shall be deducted from the amount of the fee to be paid.

Percentage Based Adoption				50%
Residential Development		Fees per unit		
Development Type	Fire	Parks	Police	Total
Single Family	\$ 722	\$ 597	\$ 316	\$ 1,635
Multi-Family	\$ 432	\$ 358	\$ 189	\$ 979
Nonresidential Development		Fees per 1,000 Square Feet		
Development Type	Fire	Parks	Police	Total
Industrial	\$ 329	\$ -	\$ 96	\$ 425
Warehouse	\$ 239	\$ -	\$ 83	\$ 322
Commercial	\$ 484	\$ -	\$ 609	\$ 1,093
Office & Other Services	\$ 613	\$ -	\$ 238	\$ 851
Institutional	\$ 192	\$ -	\$ 315	\$ 507
Hotel (per room)	\$ 121	\$ -	\$ 205	\$ 326

(3) Uses Not Listed.

If the type of impact-generating development for which a building permit is requested is not specified on the above schedule, the impact fee administrator shall determine the fee based on the fee applicable to the most nearly comparable type of land use on the fee schedule. If the impact fee administrator determines the impact fee administratively and the applicant does not agree with the determination, the applicant may prepare an independent fee calculation study.

(4) Fee Assessed on Primary Use.

In many instances, a particular structure may include auxiliary uses associated with the primary land use. The impact fees are assessed based on the primary land use.

(5) Net Impact of Redevelopment.

If the type of impact-generating development for which a building permit is requested is for a change of land use type or for the expansion, redevelopment, or modification of an existing development, the fee shall be based on the net increase in the fee for the new land use type as compared to the previous land use type.

(6) Net Impact of Expansions.

An impact fee shall be collected on commercial, institutional, industrial, or multi-family structures that expand in building square footage or add additional dwelling units after the passage of this ordinance. The impact fee imposed shall be based on the expansion not the entire structure. For example, a 100,000 square feet industrial building adds 25,000 square feet the impact fee shall be based on the industrial fee for 25,000 square feet or a 4-unit multi-family building adds 2 units, the fee shall be paid for 2-units.

(7) No Refund for Change of Use.

In the event that the proposed change of land use type, redevelopment, or modification results in a net decrease in the fee for the new use or development as compared to the previous use or development, there shall be no refund of impact fees previously paid.

20-205. Exemptions.

The following shall be exempt from the terms of this chapter. An exemption must be claimed at the time of application for a building permit.

(1) Residential Alterations.

Alterations of an existing dwelling unit where no additional dwelling units are created.

(2) Residential Replacement.

Replacement of a destroyed, partially destroyed or moved residential building or structure with a new building or structure of the same use, and with the same number of dwelling units.

(3) Nonresidential Replacement.

Replacement of destroyed, partially destroyed, or moved nonresidential building or structure with a new building or structure of the same gross floor area and use.

(4) Pre-ordinance Permit Applications.

Any development for which a completed application for a building permit was submitted prior to the effective date of this chapter, provided that the construction proceeds according to the provisions of the permit and the permit does not expire prior to the completion of the construction.

(5) No Waivers: Payment of Fees by City.

Impact fees shall not be waived. In order to promote the economic development of the City or the public health, safety, and general welfare of its residents, the City Council may agree to pay some, or all of the impact fees imposed on a proposed development or redevelopment from other funds of the City that are not restricted to other uses. Any such decision to pay impact fees on behalf of an applicant shall be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated by the City Council.

20-206. Independent Fee Calculation.

The impact fee may be computed by the use of an independent fee calculation study at the election of the applicant, or upon the request of the impact fee administrator, for any proposed land development activity interpreted as not one of those types listed on the fee schedule or as one that is not comparable to any land use on the fee schedule, and for any proposed land development activity for which the impact fee administrator concludes the nature, timing or location of the proposed development makes it likely to generate impacts costing substantially more to mitigate than the amount of the fee that would be generated by the use of the fee schedule.

(1) Cost of Study: Fee.

The preparation of the independent fee calculation study shall be the sole responsibility and cost of the applicant. Any person who requests to perform an independent fee calculation study shall pay an application fee for administrative costs associated with the review and decision on such study.

(2) Content of Study.

The independent fee calculation study shall be based on the same formulas, level of service standards and unit costs for facilities used in the impact fee study and shall document the methodologies and assumptions used. The scope of the study shall be approved in advance by the impact fee administrator.

20-207. Use of Fees.

(1) Segregation of Funds.

An impact fee fund that is distinct from the general fund of the City is hereby created, and the impact fees received will be deposited in the following interest-bearing accounts of the impact fee fund.

- (a) Fire Impact Fee Account. The fire impact fee account shall contain only those fire impact fees collected pursuant to this chapter plus any interest which may accrue from time to time on such amounts.
- (b) Park Impact Fee Account. The park impact fee account shall contain only those park impact fees collected pursuant to this chapter plus any interest which may accrue from time to time on such amounts.
- (c) Police Impact Fee Account. The police impact fee account shall contain only those police impact fees collected pursuant to this chapter plus any interest which may accrue from time to time on such amounts.

(2) FIFO Accounting.

Monies in each impact fee account shall be considered to be spent in the order collected, on a first-in/first-out basis.

(3) Eligible Expenditures.

The monies in each impact fee account shall be used only for the following:

- (a) To acquire or construct system improvements of the type reflected in the title of the account;
- (b) To pay debt service on any portion of any current or future general obligation bond or revenue bond used to finance facilities or capital equipment of the type reflected in the title of the account, provided that the facilities financed by that portion of the debt have not been included in the calculation of the existing level of service on which the impact fees were based in the most recent impact fee study;
- (c) As described in section 20-208, Refunds; or
- (d) As described in section 20-209, Credits.

(4) Ineligible Expenditures.

The monies in each impact fee account shall not be used for the following:

- (a) Rehabilitation, reconstruction, replacement, or maintenance of existing facilities and capital equipment except to the extent that the projects increase the capacity to serve new development; or
- (b) Ongoing operational costs.

20-208. Refunds.

- (1) Any monies in the impact fee fund that have not been spent within seven (7) years after the date on which such fee was paid shall be returned to the current owners with earned interest from the date of payment.
- (2) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent, or served in writing to the present owners of the property within thirty (30) days of the date the refund becomes due. The sending by regular mail of the notices to all present owners of record shall be sufficient to satisfy the requirement of notice.
- (3) The refund shall be made on a pro rata basis and shall be paid in full within ninety (90) days of the date certain upon which the refund becomes due.
- (4) If an applicant has paid an impact fee required by this chapter and the building permit later expires without the possibility of further extension, and the development activity for which the impact fee was imposed did not occur and no impact has resulted, then the applicant who paid such fee shall be entitled to a refund of the fee paid, without interest. To be eligible to receive such refund, the applicant who paid such fee shall be required to submit an application for such refund within thirty (30) days after the expiration of the permit or extension for which the fee was paid.

- (5) At the time of payment of any impact fee under this chapter, the impact fee administrator shall provide the applicant paying such fee with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any collection of any impact fee under this chapter.
- (6) The City shall be entitled to retain two percent (2%) of the amount of any refund to cover the administrative costs of processing refunds.

20-209. Credits.

Credit against the fire, parks, and police impact fees shall be provided for contributions toward the cost of fire, parks, and police facilities, respectively.

(1) Effective Upon Acceptance.

Approved credits shall generally become effective when the improvements have been completed and have been accepted by the City Council under the provisions of a prior agreement.

(2) Land Valuation.

Credit for dedication of land for fire, parks, or police facilities shall be based on the value of the land to be dedicated. The value of any land required to be dedicated during the subdivision process shall be based upon the "fair market value" of the land at the time of filing the final plat. The value of any land required to be dedicated as part of a rezoning or other approval shall be based on the value of the land at the time of the application for the approval. The value shall be determined by a certified appraiser who is selected and paid for by the applicant, and who uses generally accepted appraisal techniques. If the City disagrees with the appraised value, the City may engage another appraiser at the City's expense, and the value shall be an amount equal to the average of the two appraisals. If either party rejects the average of the two appraisals, a third appraisal shall be obtained, with the cost of such third appraisal being borne by the party rejecting the average. The third appraiser shall be selected by the first two appraisers, and the third appraisal shall be binding on both parties. Approved credits for dedicated land shall become effective when the land has been conveyed to the City and has been accepted by the City.

(3) Construction Costs.

In order to receive credit for fire, parks, and police improvements, the developer shall submit complete engineering drawings, specifications, and construction cost estimates to the impact fee administrator. The impact fee administrator shall determine the amount of credit due based on the information submitted, or where such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the impact fee administrator.

(4) Developers Agreement.

To qualify for an impact fee credit, the developer must enter into an agreement with the City as approved by the City Council. The developer agreement shall specify the amount of the credit, how the credit will be allocated within the development, and whether and how the developer will be reimbursed for any

excess credit beyond the impact fees that would otherwise be due from the development.

(5) Allocation of Credits Within a Development.

Unless otherwise specified in a developer agreement, in the event that the impact-generating development for which credits have been issued is sold to different owners, the credits usable by each new owner shall be calculated in terms of a percentage of the impact fees that would otherwise be due from the entire development. If the total amount of development is not known, the maximum potential development under existing development regulations shall be assumed. This percentage reduction will be applied to all impact fees assessed within the development until the total amount of the credits is exhausted or the development is completed, whichever occurs first.

(6) Credits Run With the Land.

Unless otherwise specified in a developer agreement, the right to claim credits shall run with the land and may be claimed only by owners of property within the development for which the land was dedicated or the improvement was made. Credits issued for a particular development shall not be transferable to another development.

(7) Expiration of Credits.

Credits provided pursuant to this chapter shall be valid from the effective date of such credits until ten (10) years after such date or until the last date of construction within the development or project for which the credits were issued, whichever occurs first.

(8) Pre-Ordinance Credits.

Applicants may also obtain credits for improvements completed prior to the effective date of this chapter and may use such credits to reduce the impact fees due after the effective date of this chapter within the same impact-generating development for which the credits were issued. Application for such credits must be made, on forms provided by the City, within one (1) year after the effective date of this chapter. In the event that the impact-generating development for which the credits are claimed is partially completed, the amount of the credits shall be reduced by the amount of the impact fees that would have been charged for the completed portion of the development had this chapter been in effect. In the event that the entire impact-generating development project has been completed, no credits shall be issued.

(9) Must be Claimed.

The use of credits must be claimed at the time of application for a building permit. Any right to credit not so claimed shall be deemed to be waived.

20-210. Miscellaneous Provisions.

(1) Developer Exactions.

Nothing in this chapter shall restrict the City from requiring the construction of reasonable improvements required to serve the development project, whether or not such improvements are of a type for which credits are available under section 20-209, Credits.

(2) Record-Keeping.

The impact fee administrator shall maintain accurate records of the impact fees paid, including the name of the person paying such fees, the project for which the fees were paid, the date of payment of each fee, the amounts received in payment for each fee, and any other matters that the City deems appropriate or necessary to the accurate accounting of such fees. Records shall be available for review by the public during normal business hours and with reasonable advance notice.

(3) Programming of Funds.

The City's capital improvements program shall assign monies from each impact fee fund to specific projects and related expenses for eligible improvements of the type for which the fees in that fund were paid. Any monies, including any accrued interest, not assigned to specific projects within such capital improvements program and not expended pursuant to section 20-208, Refunds, or section 20-209, Credits, shall be retained in the same impact fee fund until the next fiscal year.

(4) Correction of Errors.

If an impact fee has been calculated and paid based on a mistake or misrepresentation, it shall be recalculated. Any amounts overpaid by an applicant shall be refunded by the impact fee administrator to the applicant within thirty (30) days after the acceptance of the recalculated amount, with interest from the date of such overpayment. Any amounts underpaid by the applicant shall be paid to the impact fee administrator within thirty (30) days after the acceptance of the recalculated amount, with interest from the date of such underpayment. In the case of an underpayment to the impact fee administrator, the City shall not issue any additional permits or approvals for the project for which the impact fee was previously underpaid until such underpayment is corrected, and if amounts owed to the City are not paid within such thirty (30)-day period, the City may also rescind any permits issued in reliance on the previous payment of such impact fee.

(5) Periodic Updates.

The impact fee schedules and the administrative procedures established by this chapter shall be reviewed at least once every three (3) years.

20-211. Appeals.

Any determination made by the impact fee administrator charged with the administration of any part of this chapter may be appealed to the City Council within thirty (30) days from the date of the decision to be appealed.

20-212. Violation.

Furnishing false information on any matter relating to the administration of this chapter, including without limitation the furnishing of false information regarding the expected size, use, or impacts from a proposed development, shall be a violation of this chapter.

20-213. Severability.

If a provision of this chapter or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the division that can be given effect without the invalid provision or application, and to this end the provisions of this chapter are severable.

Section 4. The Capital Improvement Plan and Impact Fee Report, labeled as Exhibit A, shall be adopted as a part of this Ordinance. The Report shall be referenced for questions related to the collection, and enforcement of the impact fee, including, but not limited to defining the types of development.

Section 5. That all ordinances in conflict herewith are repealed to the extent of said conflict. That this Ordinance, upon passage of final reading, shall take effect on January 1, 2024, 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 - 66

Second Reading

**AN ORDINANCE TO AUTHORIZE NEW COLLECTION FEE RATES FOR
SANITATION SERVICE IN THE CITY OF PORTLAND.**

Whereas, Title 17 Chapter 1 of the Portland Municipal Code, entitled Solid Waste, defines how refuse is to be managed inside the City of Portland, and section 17-128 allows for fees to be charged and billed monthly; and

WHEREAS, In 2003 a residential rate of \$11.00 was established; in 2006 the residential rate was increased to \$14.00, and a commercial rate of \$20.00 was established; in 2010 the residential rate was increased to \$16.00 and the commercial rate was increased to \$22.00; and in 2016 the residential rate was increased to \$18.00, with no increase to the commercial rate; in 2021 the residential rate was increased to \$23.00 and commercial rates were increased to \$29.00.

WHEREAS, The City also incurs additional costs by offering services such as removal of limbs and brush from residents' property, (17-105), as well as removal of bulk (junk) items such as furniture, appliances etc., (17-125), and operates a community convenience center; and

WHEREAS, Sanitation costs have continued to rise and increases are needed periodically, and upon recommendation from the Ad Hoc Committee (October 10, 2023 meeting) the City deems it necessary to increase the sanitation service fee by \$0.50 (fifty-cents) for all residential and commercial customers; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Alderman of the City of Portland increase the Sanitation rate by \$.50 (fifty-cents) per customer; and

BE IT FURTHER ORDAINED, that upon final passage, this Ordinance shall become effective on January 1, 2024, on billing payable February 2024.

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 6, 2023

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 65

First Reading

AN ORDINANCE TO REPEAL ORDINANCE 16-46 WHICH AUTHORIZED A RESIDENTIAL STORMWATER BASE RATE AND A TIER RATE FOR COMMERCIAL AND INDUSTRIAL PROPERTIES AND REPLACE WITH THIS ORDINANCE TO SET A NEW RATE SCHEDULE

WHEREAS, the City of Portland Municipal Code, Title 18, Chapter 6, established a Stormwater Utility, and section 18-607 allows Stormwater User Fees to be imposed to fund the Storm Water program, except on exempt property; and

WHEREAS, the City of Portland deemed it necessary to evaluate the previously established stormwater fees, and an Ad Hoc Committee made up of City Council members studied current utility and stormwater rates, and after extensive evaluation of the costs, the effect on citizens, and the ability to complete projects, a recommendation was made; and

WHEREAS, the governing body of the City of Portland shall repeal Ordinance 16-46 and replace the existing stormwater fee with a \$6 base rate fee for residential properties, as well as the tier schedule of rates for commercial and industrial properties, as follows:

Residential Rate **\$6.00/month, per property**

Commercial and Industrial

Sq. Ft. Range	Monthly Rate
1-25,000	\$21
25,001-45,000	\$58
45,001-70,000	\$96
70,001-100,000	\$141
100,001-145,000	\$204
145,001-200,000	\$287
200,001-275,000	\$395
275,001-400,000	\$562
400,001-600,000	\$832
600,001-900,000	\$1,248
900,001-1,500,000	\$1,997
Over 1,500,000	\$2,496

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland that Ordinance 16-46 shall be repealed and replaced with this ordinance to set the recommended new Stormwater rates.

BE IT FURTHER ORDAINED, that upon final passage, this Ordinance shall become effective on January 1, 2024, on billing payable February 2024.

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

ORDINANCE

City of Portland, Tennessee

No. 23 – 68

First Reading

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF THE BEST BID FOR THE CITY OF PORTLAND 2023 SIDEWALK CONTRACT EFFECTIVE DECEMBER 4, 2023- DECEMBER 31, 2024 WITH A ONE (1) ONE YEAR RENEWAL OPTION

WHEREAS, the following bids were properly solicited and received for the City of Portland 2023 sidewalk contract; and

	Campbell Partner's Concrete	Tibbs Concrete Finisher's LLC
New Sidewalk Price (Sq. Ft) 3,000 PSI - no rebar - expansion joint every 25 ft.		\$15.28
New sidewalk on virgin soil. Excavation, rock, and backfill are to be included. Seed and Straw as needed.	\$17.00	\$15.28
Repair and Replace Price (Sq. Ft) 3000 psi - no rebar expansion joint every 25 ft.		21.61
Existing sidewalk section is to be removed and replaced. Excavation, rock and backfill are to be included. Debris hauled away. Seed and Straw as needed.	20.00	21.61
Handicap ADA Warning Pad (Price is per pad)	540.00	558.00
Total Cost Amount (Cost above) The Solicitation Coordinator will use this bid sheet to determine each line-item award winner. The City reserves the right to separate bid line items as individual contracts.	Based off a 1,000 sq ft project \$37,540.00	Based off a 1,000 sq ft project \$37,448.00

WHEREAS, this contract is for one year (1) with one (1) renewal option with a maximum of a two- and one-half percent (2.5%) increase; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and the Board of Aldermen of the City of Portland that the best bid from Tibbs Concrete Finishers LLC shall be approved for the 2023 City of Portland sidewalk contract for December 4, 2023- December 31, 2024 followed by a one (1) year renewal option; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

Ordinance No. 23-68

ORDINANCE
City of Portland, Tennessee
No. 23 – 71

First Reading

AN ORDINANCE TO RESCIND CHAPTERS 5 AND 6 OF TITLE 18 OF THE PORTLAND MUNICIPAL CODE AND REPLACE WITH THIS TITLE, STORMWATER MANAGEMENT, TITLE 21.

WHEREAS, the City of Portland became covered under the State of Tennessee’s National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges from Small Municipal Separate Storm Sewer Systems (MS4) as a Phase 2 MS4 Program effective March 23, 2014; and

WHEREAS, as part of the coverage of the NPDES General Permit, the City of Portland developed, implemented and enforced a Stormwater Management Program designed to reduce the discharge of Pollutants from the City to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act; and

WHEREAS, the Board of Mayor and Aldermen desires to amend the previously adopted Stormwater Management Title to comply with the NPDES General Permit for Discharges from Small MS4s and the Tennessee Water Quality Control Act of 1977; and

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience and general welfare of the people of Portland, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in the legislative judgment of the Board of Mayor and Aldermen, the Board has found that ordinances and policies that regulate land use, guide the Maintenance of the City’s infrastructure, and deliver essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest.

NOW, THEREFORE BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Portland, Tennessee, that Title 21, Stormwater Management, of the Portland Municipal Code is repealed and replaced with this Title; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

TITLE 21

STORMWATER MANAGEMENT

Chapter 1. Stormwater Management Ordinance

Appendix A: Inspection and Maintenance Agreement

Chapter 2. Stormwater Utility Ordinance

Chapter 3. Stormwater User Fee Credit Manual

Appendix A: Impervious Surface Credit Application

Appendix B: Right-of-Entry Form

Appendix C: Detention/ Water Quality Application

Appendix D: Education Credit Application

Appendix E: NPDES Credit Application

CHAPTER 1

STORMWATER MANAGEMENT ORDINANCE

SECTION

- 21-101. General provisions.
- 21-102. Definitions.
- 21-103. Waivers.
- 21-104. Land Disturbance Permit
- 21-105. Construction Stormwater Management.
- 21-106. Permanent Stormwater Management: Operation, Maintenance, and Inspection.
- 21-107. Permanent Stormwater Management: Existing Locations and Ongoing Developments.
- 21-108. Riparian Buffer Requirements.
- 21-109. Illicit Discharges.
- 21-110. Enforcement.
- 21-111. Penalties.
- 21-112. Appeals.
- Appendix A: Inspection and Maintenance Agreement

21-101. General provisions.

(1) Purpose. It is the purpose of this Title to:

- (a) Protect, maintain, and enhance the environment of the City of Portland and the public health, safety and the general welfare of the citizens of the City, by controlling discharges of pollutants to the City's stormwater system and to maintain and improve the quality of the receiving Waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the City;
- (b) Enable the City to comply with the National Pollution Discharge Elimination System Permit (NPDES) and applicable regulations, 40 CFR 122 for stormwater discharges;
- (c) Allow the City to exercise the powers granted in Tennessee Code Annotated § 68-221-1105, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:
 - (i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the City, whether or not owned and operated by the City;
 - (ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;
 - (iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;
 - (iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;
 - (v) Issue permits for stormwater discharges, or for the construction, alteration, extension, or repair of stormwater facilities;
 - (vi) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

- (vii) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and
- (viii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, whether public or private.

(2) **Administering entity.** The City Mayor, or their designee, shall administer the provisions of this Title.

- (3) **Stormwater Management ordinance.** The intended purpose of this ordinance is to safeguard property and public welfare by regulating stormwater drainage and requiring temporary and permanent provisions for its control. It should be used as a planning and engineering tool for permit compliance and to facilitate the necessary control of stormwater.
- (4) **Jurisdiction.** The Stormwater Management Ordinance (Title 21) shall govern all properties within the corporate limits of the City of Portland, Tennessee.
- (5) **Right of Entry.** Designated City staff shall have right-of-entry, at reasonable times, on or upon the property of any person subject to this chapter and access to any permit/document issued hereunder. City staff shall be provided with ready access to all parts of the premises for purposes of inspection, monitoring, sampling, inventory, records examination and copying, and performance of any other duties necessary to determine compliance with this chapter. The City has the right to determine and impose inspection schedules necessary to enforce the provisions of this chapter.

21-102. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

- (1) “100-Year Flood Event.” See Base Flood.
- (2) “Active Construction Sites” means any site that has a permit for grading or other activities (even if actual construction is not proceeding) and any site where construction is occurring regardless of permits required.
- (3) “Administrative or Civil Penalties” means under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this Title may be assessed a civil penalty by the City of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (4) “Appeal” means a request for a review of the Stormwater Administrator’s interpretation of any provision of these regulations.
- (5) “Aquatic Resource Alteration Permit (ARAP)” physical alterations to properties of the waters of the state require an ARAP or a §401 Water Quality Certification (§401 certification). ARAP means a permit issued pursuant to T.C.A. § 69-3-108 of the Act, which authorizes the alteration of properties of waters of the state that result from activities other than discharges of wastewater through a pipe, ditch, or other conveyance.
- (6) “As Built Plans” means record drawings depicting conditions as they were constructed.

- (7) “Base Flood” means the Flood having a one percent (1%) chance of being equaled or exceeded in any given year. While this statistical event may occur more frequently, it may also be known as the “100-Year Flood Event.”
- (8) “Best Management Practices” (“BMP’s”) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the Discharge of Pollutants to Waters of the State. BMP’s also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- (9) “Borrow Pit” means an excavation from which erodible material (typically soil) is removed to be fill for another site. There is no processing or separation of erodible material conducted at the site. Given the nature of activity and pollutants present at such excavation, a Borrow Pit is considered a construction activity for the purpose of this permit.
- (10) “Buffer Management Plan” means a written integrated plan outlining the utilitarian, ecological and aesthetic objectives for a specific landscape, and the landscape management practices and products that will be employed.
- (11) “Buffer Zone” means a setback from the top of water body’s bank of undisturbed vegetation, including trees, shrubs and herbaceous vegetation; enhanced or restored vegetation; or the re-establishment of native vegetation bordering streams, ponds, wetlands, springs, reservoirs or lakes, which exists or is established to protect those water bodies.
- (12) “Channel” means a natural or artificial watercourse with a definite bed and banks that conducts flowing water continuously or periodically.
- (13) “City” means the City of Portland, Tennessee.
- (14) “Common Plan of Development or Sale” is broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design, etc.) or physical demarcation (including boundary signs, lot stakes, surveyor markings, etc.) indicating construction activities may occur on a specific plot. A Common Plan of Development or Sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.
- (15) “Construction Waste” means any trash, debris or waste that may occur on a construction site and be a potential pollutant to the storm sewer system.
- (16) “Contaminant” means any physical, chemical, biological, or radiological substance or matter in water.
- (17) “Control Measure” refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the State.
- (18) “Design Storm Event” means a hypothetical storm event, of a given frequency interval and duration, used in the analysis and design of a Stormwater Management Facility. The estimated design rainfall amounts, for any return period interval (i.e., 2-yr, 5-yr, 25-yr, etc.) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the following NOAA National Weather Service Atlas 14 data for Tennessee: http://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html?bkmrk=tn. Other data sources may be acceptable with prior written approval by TDEC Water Pollution Control. The Design Storm Events for the City of Portland are: 2, 5, 10, 25 and 100 year storm events.
- (19) “Detention” means the temporary delay of stormwater runoff prior to discharge into receiving waters.

- (20) “Developer” means any individual, firm, corporation, association, partnership, trust, or authorized agents involved in commencing proceedings to effect development of land for him/her or others.
- (21) “Development” means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials (as defined as materials of like nature stored in whole or in part for more than six months).
- (22) “Discharge” means dispose, deposit, spill, pour, inject, seep, dump, leak or place by any means, or that which is disposed, deposited, spilled, poured, injected, seeped, dumped, leaked, or placed by any means including any direct or indirect entry of any solid or liquid matter into the MS4.
- (23) “Easement” means an acquired privilege or right of use or enjoyment that a person, party, firm, corporation, city or other legal entity has in the land of another.
- (24) “Engineer” or “Professional Engineer” means an engineer duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of civil engineering.
- (25) “Erosion” means the removal of soil particles by the action of water, wind, ice or other geological agents, whether naturally occurring or acting in conjunction with or promoted by human activities or effects.
- (26) “Erosion Prevention and Sediment Control Plan (EPSCP)” means a written plan (including drawings or other graphic representations) that is designed to minimize the erosion and sediment runoff at a site during construction activities.
- (27) “Existing Construction” means any structure for which the “start of construction” commenced before the effective date of these regulations.
- (28) “Existing Grade” means the slope or elevation of existing ground surface prior to cutting or filling.
- (29) “Fill” means a portion of land surface or area to which soil, rock, or other materials have been or will be added; height above original ground surface after the material has been or will be added.
- (30) “Finished Grade” means the final slope or elevation of the ground surface, after cutting or filling.
- (31) “Flood or Flooding” means water from a river, stream, watercourse, lake, or other body of standing water that temporarily overflows and inundates adjacent lands, and which may affect other lands and activities through increased surface water levels and/or increased groundwater level.
- (32) “Floodplain” means the relatively flat or lowland area adjoining a river, stream, watercourse, lake, or other body of standing water, which has been or may be covered temporarily by floodwater. For purposes of the Title, the floodplain is defined as the 100-year floodplain having a one percent (1%) chance of being equaled or exceeded in any given year.
- (33) “Floodway” means that portion of the stream channel and adjacent floodplain required for the passage or conveyance of a 100-year flood discharge. The floodway boundaries are placed to limit encroachment in the floodplain so that a discharge can be conveyed through the floodplain without materially increasing (less than one (1) foot) the water surface elevation at any point and without producing hazardous velocities or conditions. This is the area of significant depths and velocities, and due consideration should be given to

effects of fill, loss of cross-sectional flow area, and resulting increased water surface elevations.

- (34) "Floor" means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.
- (35) "Grading" means any operation or occurrence by which the existing site elevations are changed; or where any ground cover, natural, or man-made, is removed; or any watercourse or body of water, either natural or man-made, is relocated on any site, thereby creating an unprotected area. This includes stripping, cutting, filling, stockpiling, or any combination thereof, and shall apply to the land in its cut or filled condition. Grading activities that disturb one acre or more shall only be performed with a Land Disturbance Permit.
- (36) "Green Infrastructure" means the interconnected network of natural areas and other open spaces that conserves natural ecosystem values and functions, sustains clean air and water, and provides environmental and community benefits.
- (37) "Green Infrastructure Practices" means management measures that are designed, built and maintained to infiltrate, help produce evapotranspiration, harvest and/or use rainwater through the use of natural hydrologic features.
- (38) "Greenways" means linear undeveloped areas linking various types of development by such facilities as bicycle paths, footpaths, and bridle paths. Greenways are usually kept in their natural state except for the pathway and areas immediately adjacent to the pathway.
- (39) "Hotspot" means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater. The following land uses and activities are deemed stormwater hotspots, but that term is not limited to only these land uses:
 - a. vehicle salvage yards and recycling facilities
 - b. vehicle service and maintenance facilities
 - c. vehicle and equipment cleaning facilities
 - d. fleet storage areas (bus, truck, etc.)
 - e. industrial sites (included on Standard Industrial Classification code list)
 - f. marinas (service and maintenance)
 - g. public works storage areas
 - h. facilities that generate or store hazardous waste materials
 - i. commercial container nursery
 - j. restaurants and food service facilities
 - k. other land uses and activities as designated by an appropriate review authority.
- (40) "Illicit Connections" means illegal and/or unauthorized connections to the MS4 whether such connections result in discharges into that system.
- (41) "Illicit Discharge" means any discharge to the MS4 that is not composed entirely of stormwater, except discharges authorized under an NPDES Permit (other than the NPDES Permit for Discharges from the MS4) and discharges resulting from firefighting activities; and not specifically exempted under §21-108(2).
- (42) "Impervious Surface" means a term applied to any ground or structural surface that water cannot penetrate or through which water penetrates with great difficulty.

- (43) “Improved Sinkhole” means a natural surface depression that has been altered to direct fluids into the hole opening. Improved sinkhole is a type of injection well regulated under TDEC’s Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices (such as those commonly associated with weathering of limestone).
- (44) “Inspector” means a Person that has successfully completed (has a valid certification from) the “Fundamentals of Erosion Prevention and Sediment Control Level I” course or equivalent course. An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:
- a. oversee the requirements of other construction-related permits, such as Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around Waters of the State;
 - b. update field SWPPP’s;
 - c. conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed; and
 - d. inform the permit holder of activities that may be necessary to gain or remain in compliance with the Construction General Permit (CGP) and other environmental permits.
- (45) “Land Disturbance Permit” means a permit issued by the **Stormwater Administrator** that allows for Land Disturbing Activities within the City of Portland in accordance with this Title. In some instances, additional local, state or federal permitting may also be required.
- (46) “Land Disturbing Activity” means any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land Disturbing Activities include, but are not limited to, development, redevelopment, demolition, construction, reconstruction, clearing, grading, filling, and excavation. Land Disturbing Activities that disturb one acre or more shall only be performed with a Land Disturbance Permit.
- (47) “Landscape Architect” means a Landscape Architect duly registered, licensed or otherwise authorized by the State of Tennessee to practice in the field of landscape architecture.
- (48) “Maintenance” means any activity that is necessary to keep a Stormwater Management Facility in good working order to function as designed. Maintenance shall include complete reconstruction of a Stormwater Management Facility if reconstruction is needed to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the Stormwater Management Facility.
- (49) “Maintenance Agreement” or “Long Term Maintenance Agreement” means a document recorded in the land records that acts as a property deed restriction, and which provides for long-term Maintenance of Stormwater Management practices.
- (50) “Municipal Separate Storm Sewer System (MS4)” includes the conveyances owned or operated by the City for the collection and transportation of Stormwater, including the roads and streets and their drainage systems, catch basins, curbs, gutters, ditches, man-made channels, and storm drains, and where the context indicates, it means the municipality that owns the separate storm sewer system.

- (51) “National Pollutant Discharge Elimination System Permit” or a “NPDES Permit” means a permit issued pursuant to 33 U.S.C. 1342.
- (52) “New Construction” means structures for which the “start of construction” commenced on or after the effective date of these regulations. The term also includes any subsequent improvements to such Structures.
- (53) “Off-site Facility” means a Structural BMP located outside the subject property boundary described in the permit application for land Development activity.
- (54) “On-site Facility” means a Structural BMP located within the subject property boundary described in the permit application for land development activity.
- (55) “Passive Recreation” means recreational activities that require limited physical exertion on behalf of the participant. Examples of passive recreation activities include bird watching, walking or photography.
- (56) “Peak Flow” means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (57) “Person” means all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (58) “Permittee” means any person, firm, or any other legal entity to which a grading, building or other related permit is issued in accordance with City of Portland regulations.
- (59) “Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to, paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded and abandoned objects, and accumulations, so that same may cause or contribute to pollution; any harmful floatable, pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, animal waste, fecal coliform and pathogens; dissolved and particulate metals; sediment; and noxious or offensive matter of any kind.
- (60) “Qualified Hydrologic Professional” or “QHP” means a Person who is duly registered, licensed or otherwise authorized by the State of Tennessee to perform hydrologic determinations and is certified as a Tennessee Qualified Hydrologic Professional.
- (61) “Redevelopment” means the alteration of developed land that disturbs and increases the site or building impervious footprint or offers a new opportunity for stormwater controls. Demolition and reconstruction are considered development and not redevelopment. Note: redevelopment is not intended to include such activities as exterior remodeling, which would not be expected to cause adverse stormwater quality impacts.
- (62) “Residential Lot” means a stand-alone building lot that is not part of a greater common development.
- (63) “Retention” means the prevention of storm runoff from direct discharge into receiving waters. Examples include systems which discharge through percolation, exfiltration, filtered bleed-down and evaporation processes.
- (64) “Riparian Buffer”. See Buffer Zone.
- (65) “Riparian Zone” means areas adjacent to water resources with a differing density, diversity, and productivity of plant and animal species relative to nearby uplands. This area provides a transition from an aquatic ecosystem to a terrestrial ecosystem.
- (66) “Runoff” means that portion of the precipitation on a drainage area that is discharged from the area into the MS4.

- (67) "Sediment" means solid material, both inorganic and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, gravity, or ice and has come to rest on the earth's surface either above or below sea level.
- (68) "Sedimentation" means soil particles suspended in stormwater that can settle in stream beds.
- (69) "Site" means all contiguous land and bodies of water in one ownership, graded, proposed for grading or development as a unit, although not necessarily at one time.
- (70) "Slope" means degree of deviation of a surface from the horizontal, usually expressed in percentage or ratio.
- (71) "Soil" means all unconsolidated mineral and organic material of any origin that overlies bedrock and that can be readily excavated.
- (72) "Soils Report" means a study of soils on a subject property with the primary purpose of characterizing and describing the soils. The soils report shall be prepared by a qualified soils engineer, who shall be directly involved in the soil characterization either by performing the investigation or by directly supervising employees conducting the investigation.
- (73) "Stabilization" means providing adequate measures, vegetative and/or structural, that will prevent erosion from occurring.
- (74) "Stop Work Order" means an order directing the developer and/or permittee responsible for the development to cease and desist all or any portion of the work which violates the provisions of this Title.
- (75) "Stormwater" means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration and drainage.
- (76) "Stormwater Administrator" refers to the person(s) designated by the City Mayor to enforce the stormwater management ordinance.
- (77) "Stormwater Control Measure (SCM)" means permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.
- (78) "Stormwater Management" means the programs to maintain quality and quantity of Stormwater Runoff to pre-Development levels.
- (79) "Stormwater Management Facilities" means the drainage structures, conduits, ponds, ditches, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.
- (80) "Stormwater Management Plan" means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, BMP's, concepts and techniques intended to maintain or restore quality and quantity of Stormwater Runoff to pre-Development levels.
- (81) "Stormwater Pollution Prevention Plan (SWPPP)" means a written plan that includes site map(s), an identification of construction/contractor activities that could cause Pollutants in the Stormwater, and a description of measures or practices to control these Pollutants. It must be prepared and approved before construction begins. In order to effectively reduce Erosion and Sedimentation impacts, Best Management Practices (BMP's) must be designed, installed, and maintained during Land Disturbing Activities. The SWPPP should be prepared in accordance with the current Tennessee Erosion and Sediment Control Handbook. The handbook is intended for use during the design and construction of projects that require Erosion and Sediment controls to protect Waters of the State. It

also aids in the Development of SWPPPs and other reports, plans, or specifications required when participating in Tennessee's water quality regulations. All SWPPP's shall be prepared and updated in accordance with Section 3 of the General NPDES Permit for Discharges of Stormwater Associated with Construction Activities.

- (82) "Stormwater Runoff" means flow on the surface of the ground, resulting from precipitation.
- (83) "Stream" means Surface Water that is not a Wet Weather Conveyance as determined by Tennessee Department of Environment and Conservation.
- (84) "Structural BMP's" means facilities that are constructed to provide control of stormwater runoff.
- (85) "Structure" means anything constructed or erected, the use of which requires a permanent location on or in the ground. Such construction includes but is not limited to objects such as buildings, towers, smokestacks, carports, and walls.
- (86) "Surface Water" includes waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other water courses, lakes and reservoirs.
- (87) "Top of Bank" means the ordinary high-water level and break in slope for a water resource.
- (88) "View Corridors" means areas associated with formal trail systems closer than the required buffer width with an approved Buffer Management Plan.
- (89) "Waste Site" means an area where waste material from a construction site is deposited. When the material is erodible, such as soil, the site must be treated as a construction site.
- (90) "Water Quality Buffer". See Buffer Zone.
- (91) "Water Resources" means streams, seeps, springs, wetlands, sinkholes, lakes or channels, as determined by the Stormwater Administrator. It may be necessary to use methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals, TN Rules Chapter 0400-40-17) to identify a community water.
- (92) "Watercourse" means a permanent or intermittent stream or other body of water, either natural or man-made, which gathers or carries surface water.
- (93) "Watershed" means all the land area that contributes runoff to a particular point along a waterway.
- (94) "Waters" or "Waters of the State" means any or all water, public or private, on or beneath the surface of the ground, which are contained within, flow through, or border upon Tennessee or any portion thereof except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.
- (95) "Waters with Unavailable Parameters" means any segment of Surface Waters that has been identified by the Tennessee Department of Environment and Conservation (TDEC) as failing to support classified uses. The TDEC periodically compiles a list of such Waters known as the "303(d) List".
- (96) "Wetland(s)" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted to life in saturated soil conditions. Wetlands include, but are not limited to, swamps, marshes, bogs, and similar areas.

- (97) “Wet Weather Conveyances” are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that flow only in direct response to precipitation runoff in their immediate locality and whose channels are above the groundwater table and are not suitable for drinking water supplies; and in which hydrological and biological analyses indicate that, under normal weather conditions, due to naturally occurring ephemeral or low flow, there is not sufficient water to support fish or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months. (Rules and Regulations of the State of Tennessee, Chapter 0400-40-3-.04(3)).

21-103. Waivers.

- (1) General. No waivers will be granted for any construction or site work project. All construction and site work shall provide for stormwater management as required by this ordinance. However, alternatives to the 2022 NPDES General Permit for Discharges from Small MS4s primary requirement for on-site permanent stormwater management may be considered, if:
- (a) Management measures cannot be designed, built and maintained to infiltrate, help produce evapotranspiration, harvest and/or use, at a minimum, the first inch of every rainfall event preceded by 72 hours of no measurable precipitation. This first inch of rainfall must be 100% managed with no discharge to surface waters.
 - (b) It can be demonstrated that the proposed development is not likely to impair attainment of the objectives of this title. Alternative minimum requirements for on-site management of stormwater discharges have been established in a Stormwater Management Plan that has been approved by the City.
- (2) Downstream damage, etc. prohibited. In order to receive consideration, the applicant must demonstrate to the satisfaction of the Stormwater Administrator that the proposed alternative will not lead to any of the following conditions downstream:
- (a) Deterioration of existing culverts, bridges, dams, and other structures;
 - (b) Degradation of biological functions or habitat;
 - (c) Accelerated streambank or streambed erosion or siltation;
 - (d) Increased threat of flood damage to public health, life, or property.
- (3) Land Disturbance Permit not to be issued where alternatives requested. No Land Disturbance Permit shall be issued where an alternative has been requested until the alternative is approved. If no alternative is approved, the plans must be resubmitted with a Stormwater Management Plan that meets the primary requirement for on-site stormwater management.

21-104. Land Disturbance Permit.

(1) General

The Land Disturbance Permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliant erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the City’s TDEC NPDES MS4 General

Permit along with any applicable TDEC Construction General Permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

(2) Applicability

This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance applications and grading applications. A Land Disturbance Permit shall be required for any land disturbing activity meeting any of the following requirements:

- (a) Land Disturbance of 10,000 square feet or greater.
- (b) Change in elevation of property.
- (c) Any land disturbance that requires coverage under a TDEC Construction General Permit.
- (d) Any land disturbance that requires coverage under a TDEC Aquatic Resources Alteration Permit.
- (e) Any land disturbance requiring a TDEC Underground Injection Well Permit.
- (f) Any new Development or Redevelopment, regardless of size, that is defined by the Stormwater Administrator to be a hotspot land use.
- (g) Any land disturbance that the Stormwater Department determines that the discharge of a site is causing, contributing to or likely to contribute to a violation of a state water quality standard.

(3) Exemptions

The following land disturbance activities are exempt from the requirements of obtaining a Land Disturbance Permit:

- (a) Surface mining as is defined in Tennessee Code Annotated Section 59-8-202.
- (b) Such minor land disturbing activities as home gardens and individual home landscaping, home repairs, home additions or modifications, home maintenance work, and other related activities that result in no soil erosion leaving the site. (Erosion Prevention and Sediment Control (ESPC) practices may be enforced through individual building permits.)
- (c) Agriculture practices involving the establishment, cultivation or harvesting of products in the field or orchard, preparing and planting of pastureland, farm ponds, dairy operations, livestock and poultry management practices, and the construction of farm buildings.
- (d) Any project carried out under the technical supervision of NCRS, TDOT, TDEC, or USACE that is covered under applicable State or Federal construction permits.
- (e) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

These activities may be undertaken without a Land Disturbance Permit; however, the person conducting these excluded activities shall remain responsible for conducting these activities within accordance with provisions of this Ordinance and other applicable regulations including responsibility for controlling sediment, illicit discharges, and runoff.

(4) Application

Application for the Land Disturbance Permit shall be made to the Administrator by the primary permittee and co-permittee (if applicable). Applications are available from the Stormwater Department on the City's webpage or at City Hall. No land disturbing activities shall take place prior to approval of the Land Disturbance Permit application. Land disturbance permit fees must

be paid, and initial erosion and sediment control practices must be in place prior to issuance of the Land Disturbance Permit.

(6) Permit Requirements

The following are conditions of Land Disturbance Permit coverage. Any violation of these conditions will make the permit holder(s) subject to all enforcement actions and penalties outlined in sections 21-109 and 21-110 of this Ordinance.

- (a) Submittal and approval by Stormwater staff of the erosion Prevention and Sediment Control plans.
- (b) Compliance with the site's TDEC Construction General Permit, TDEC ARAP, TDEC Underground Injection Well Permit, FEMA Floodplain Development Permit, and other Federal or State permits where applicable.
- (c) Compliance with approved erosion prevention and sediment control plan and EPSC performance standards.
- (d) Implementation and maintenance of appropriate erosion prevention and sediment control best management practices.
- (e) Construction site operators must control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site to avoid adverse impacts to water quality.

(7) Permit Duration

Each Land Disturbance Permit shall expire and become null and void if one of the following has occurred:

- (a) Six (6) months of no activity on the site.
- (b) Final stabilization of the site per the approved plans.
- (c) Issuance of a TDEC Notice of Termination (NOT). A copy must be provided to the City in order to close out the Land Disturbance Permit.
- (d) Three (3) years from issuance of Permit
- (e) In the case of public infrastructure, acceptance by the City of Portland Public Works Department.

In cases of expiration of the Land Disturbance Permit, a permit may be re-issued with no additional fee, if the plan and scope of the project submitted on the original Land Disturbance Permit does not change significantly.

(8) Land Disturbance Permit Fee

The Land Disturbance Permit fee shall be paid before permits are issued.

21-105. Construction Stormwater Management.

(1) MS4 Stormwater design or BMP manuals.

- (a) Adoption. The city adopts as its MS4 Stormwater design and Best Management Practices (BMP) manuals for stormwater management, construction and permanent, the following publications, which are incorporated by reference in this ordinance as if fully set out herein:
 - (i) TDEC Erosion Prevention and Sediment Control Handbook; most current edition.
 - (ii) Tennessee Permanent Stormwater Management and Design Guidance Manual; most current edition.
 - (iii) A collection of MS4 approved BMP's developed or collected by the MS4 that comply with the goals of the MS4 Permit and/or the CGP, such as the Nashville-Davidson

County Metro Stormwater Management Manual (BEST MANAGEMENT PRACTICES (BMP) MANUAL - Volume 4); most current edition.

- (iv) Requirements for design storm for all waters as well as special conditions for unavailable parameters waters or exceptional Tennessee waters must be consistent with those of the current Tennessee Construction General Permit (TNR100000).
 - (v) The City's adopted manual(s) may be updated and expanded from time to time, at the discretion of the governing body of the City, upon the recommendation of the Stormwater Administrator, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation. Stormwater facilities that are designed, constructed and maintained in accordance with these BMP criteria will be presumed to meet the minimum water quality performance standards.
 - (b) The City has adopted, for use in designing Stormwater Control Measures, construction design storm events. The construction design storm events adopted by the City are as follows: 2, 5, 10, 25 and 100 year storm events.
 - (c) The City has adopted, for use in designing EPSC measures, the design storm requirements from the current Tennessee Construction General Permit for all waters as well as special conditions for unavailable parameters or Exceptional Tennessee Waters.
- (3) Submittal of a copy of the NOC, SWPPP and NOT to the local MS4
Permittees who discharge Stormwater through an NPDES-permitted Municipal Separate Storm Sewer System (MS4) who are not exempted in section 1.4.5 (Permit Coverage through Qualifying Local Program) of the Construction General Permit (CGP) must provide proof of coverage under the Construction General Permit (CGP); submit a copy of the Stormwater Pollution Prevention Plan (SWPPP); and at project completion, a copy of the signed notice of termination (NOT) to the Stormwater Administrator.
Copies of additional applicable local, state or federal permits (i.e.: ARAP, etc.) must also be provided upon request. If requested, these permits must be provided before the issuance of any Land Disturbance Permit.
- (4) Stormwater Pollution Prevention Plan (SWPPP) for Construction Stormwater Management:
The applicant must prepare a Stormwater Pollution Prevention Plan for all construction activities that complies with subsection (5) below. The purpose of this plan is to identify construction/contractor activities that could cause pollutants in the stormwater, and to describe measures or practices to control these pollutants during project construction.
- (5) Stormwater Pollution Prevention Plan requirements. The Erosion Prevention and Sediment Control Plan component of the SWPPP shall accurately describe the potential for soil erosion and sedimentation problems resulting from land disturbing activity and shall explain and illustrate the measures that are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and potential for off-site damage. If necessary, the plan shall be phased so that changes to the site during construction that alter drainage patterns or characteristics will be addressed by an appropriate phase of the plan. The plan shall be sealed by a registered professional engineer or landscape architect licensed in the state of Tennessee. The plan shall also conform to the requirements found in the TDEC Construction General Permit manual, and shall include at least the following:

- (a) Project description - Briefly describe the intended project and proposed land disturbing activity including number of units and structures to be constructed and infrastructure required.
- (b) A topographic map with contour intervals of two (2) feet or less showing present conditions and proposed contours resulting from land disturbing activity.
- (c) All existing drainage ways, including intermittent and Wet Weather Conveyances and any designated Floodways or Floodplains.
- (d) A general description of existing land cover. Individual trees and shrubs do not need to be identified.
- (e) Stands of existing trees as they are to be preserved upon project completion, specifying their general location on the property. Differentiation shall be made between existing trees to be preserved, trees to be removed and proposed planted trees. Tree protection measures must be identified, and the diameter of the area involved must also be identified on the plan and shown to scale. Information shall be supplied concerning the proposed destruction of exceptional and historic trees in setbacks and buffer strips, where they exist. Complete landscape plans may be submitted separately. The plan must include the sequence of implementation for tree protection measures.
- (f) Approximate limits of proposed clearing, grading, and filling.
- (g) Approximate flows of existing stormwater leaving any portion of the site.
- (h) A general description of existing soil types and characteristics and any anticipated soil erosion and sedimentation problems resulting from existing characteristics.
- (i) Location, size and layout of proposed stormwater and sedimentation control improvements.
- (j) Existing and proposed drainage network.
- (k) Proposed drain tile or waterway sizes.
- (l) Approximate flows leaving the Site after construction and incorporating water runoff mitigation measures. The evaluation must include projected effects on property adjoining the site and on existing drainage facilities and systems. The plan must address the adequacy of outfalls from the development: when water is concentrated, what is the capacity of waterways, if any, accepting stormwater off-site; and what measures, including infiltration, sheeting into buffers, etc., are going to be used to prevent the scouring of waterways and drainage areas off-site, etc.
- (m) The projected sequence of work represented by the grading, drainage and sedimentation and erosion control plans as related to other major items of construction, beginning with the initiation of excavation, and including the construction of any sediment basins or retention/detention facilities or any other Structural BMP's.
- (n) Specific remediation measures to prevent erosion and sedimentation runoff. Plans shall include detailed drawings of all control measures used; stabilization measures including vegetation and non-vegetation measures, both temporary and permanent, will be detailed. Detailed construction notes and a maintenance schedule shall be included for all control measures in the plan.
- (o) Specific details for: the construction of stabilized construction entrance/exits, concrete washouts, and sediment basins for controlling erosion; road access points; eliminating or keeping soil, sediment, and debris on streets and public ways at a level acceptable to the City. Soil, sediment, and debris brought onto streets and public ways must be removed by the end of the workday to the satisfaction of the City.

- (p) Proposed structures: location and identification of any proposed additional buildings, structures, or development on the site.
- (q) A description of on-site measures to be taken to recharge surface water into the ground water system through runoff reduction practices.
- (r) Specific details for construction waste management. Construction site operators shall control waste such as discarded building materials, concrete truck washout, petroleum products and petroleum related products, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality. When the material is erodible, such as soil, the site must be treated as a construction site.
- (6) General design performance criteria for permanent Stormwater Management: the following performance criteria shall be addressed for permanent stormwater management at all development sites.
 - (a) To comply with the permanent stormwater standards for new development and redevelopment projects, design and install SCMs as established by Tennessee Rule 0400-40-10-.04 and comply with other requirements of Tennessee Rule 0400-40-10-.04. Note that for design purposes, total suspended solids (TSS) may be used as the indicator for the reduction of pollutants.
 - (b) Site design standards for all new and redevelopment require, in combination or alone, management measures that are designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development and redevelopment project.
 - (i) The runoff quantity of the designed control measure can be found in the TDEC Small MS4 General Permit section 4.2.5.2.
 - (ii) Pre-Development infiltrative capacity of soils at the site must be considered in selection of runoff reduction management measures.
 - (iii) Incentive standards for re-developed sites can be up to 20% reduction, or a cumulative total of 50% for a combination, in the volume of rainfall to be managed of any of the following types of development:
 - (1) Redevelopment;
 - (2) Brownfield Redevelopment;
 - (3) Vertical Density, (Floor to Area Ratio (FAR) of 2 or >18 units per acre); and
 - (4) Incentives submitted to and approved by TDEC.
 - (c) Designs shall be based on the 24-hour design storms adopted by the City.
 - (d) To protect stream channels from degradation, specific channel protection criteria shall be provided as prescribed in the adopted MS4 BMP manual.
 - (e) Stormwater discharges to critical areas with sensitive resources (i.e., cold water fisheries, shellfish beds, swimming beaches, recharge areas, water supply reservoirs) may be subject to additional performance criteria or may need to utilize or restrict certain Stormwater Management practices.
 - (f) Stormwater discharges from hotspots may require the application of specific Structural BMP's and pollution prevention practices. In addition, stormwater from a hotspot land use may not be infiltrated.
 - (g) Prior to or during the site design process, applicants for Land Disturbance Permits shall consult with the Stormwater Administrator to determine if they are subject to additional stormwater design requirements.

- (7) Permanent Stormwater Management Plan requirements. The Stormwater Management Plan shall include sufficient information to allow the **Stormwater Administrator** to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the Water Resources, and the effectiveness and acceptability of the measures proposed for managing stormwater generated at the project site. To accomplish this goal the Stormwater Management Plan shall include the following:
- (a) Topographic base map: Topographic base map of the site which extends a minimum of 100 feet beyond the limits of the proposed development and indicates:
 - (i) Existing surface water drainage including streams, ponds, culverts, ditches, sink holes, wetlands; and the type, size, elevation, etc., of nearest upstream and downstream drainage structures;
 - (ii) Current land use including all existing structures, locations of utilities, roads, and easements;
 - (iii) All other existing significant natural and artificial features;
 - (iv) Proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads and easements; the limits of clearing and grading.
 - (b) Proposed structural and non-structural BMP's;
 - (c) A written description of the site plan and justification of proposed changes in natural conditions may also be required;
 - (d) Calculations: Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storm event specified in the MS4 BMP manual. These calculations must show that the proposed Stormwater Management measures are capable of controlling runoff from the site in compliance with this Title and the guidelines of the MS4 BMP manual. Such calculations shall include:
 - (i) A description of the Design Storm Event frequency, duration, and intensity where applicable;
 - (ii) Time of concentration;
 - (iii) Soil curve numbers or runoff coefficients including assumed soil moisture conditions;
 - (iv) Peak runoff rates and total runoff volumes for each watershed area;
 - (v) Infiltration rates, where applicable;
 - (vi) Culvert, stormwater sewer, ditch and/or other stormwater conveyance capacities;
 - (vii) Flow velocities;
 - (viii) Data on the increase in rate and volume of runoff for the Design Storm Event referenced in the MS4 BMP manual; and
 - (ix) Documentation of sources for all computation methods and field test results.
 - (e) Soils information: If a Stormwater Management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a Soils Report shall be submitted. The Soils Report shall be based on On-site boring logs or soil pit profiles and soil survey reports. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the control measure.
- (8) Maintenance and repair plan: *See Appendix A.* The design and planning of all permanent Stormwater Management Facilities shall include detailed maintenance and repair procedures to ensure their continued performance. These plans will identify the parts or components of

a Stormwater Management Facility that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

- (9) Buffers and Buffer Zones: Buffer and Buffer Zones shall be those buffers and Buffer Zones as described in section 21-108 and shall meet the requirements contained in those provisions.

21-106. Permanent Stormwater Management: Operation, Maintenance, and Inspection.

- (1) As Built Plans. All applicants are required to submit actual As Built Plans for any stormwater structures located on-site within ninety (90) days after final construction is completed. The plan must show the final design specifications for all Stormwater Management Facilities and must be sealed by a registered Professional Engineer and/or Land Surveyor licensed to practice in Tennessee. A sealed certification by the design engineer that all SCMs will function within the design parameters as constructed shall accompany the as-built plans. A final inspection by the City is required before any performance surety will be released. The City shall have the discretion to adopt provisions for a partial pro-rata release of the performance surety on the completion of various stages of development. In addition, occupation permits shall not be granted until corrections to all BMP's have been made and accepted by the City.

- (2) Landscaping and Stabilization requirements.

- (a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall be stabilized. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project) must be completed not later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:
- (i) where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or
- (ii) where construction activity on a portion of the site has temporarily ceased, and Land Disturbing Activities will be resumed within 14 days.
- (b) Permanent stabilization with perennial vegetation (using native herbaceous and woody plants where practicable) or other permanently stable, non-eroding surface shall replace any temporary measures as soon as practicable. Unpacked gravel containing fines (silt and clay sized particles) or crusher runs will not be considered a non-eroding surface.
- (c) The following criteria shall apply to revegetation efforts:
- (i) Reseeding must be done with an annual or perennial cover crop accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over ninety percent (90%) of the seeded area.
- (ii) Replanting with native woody and herbaceous vegetation must be accompanied by placement of straw mulch or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion.

- (iii) Any area of revegetation must exhibit survival of a minimum of seventy-five percent (75%) of the cover crop throughout the year immediately following revegetation. Revegetation must be repeated in successive years until the minimum seventy-five percent (75%) survival for one (1) year is achieved.
- (iv) In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.
- (3) Inspection of Stormwater Management Facilities. Periodic inspections of facilities shall be performed, documented, and reported in accordance with this Title, as detailed in Appendix A.
- (4) Records of installation and Maintenance activities. Parties responsible for the operation and maintenance of a Stormwater Management Facility shall make records of the installation of the Stormwater Management Facility, and of all maintenance and repairs to the facility, and shall retain the records for at least three (3) years. These records shall be made available to the City during inspection of the facility and at other reasonable times upon request.
- (5) Failure to meet or maintain design or Maintenance standards. If a responsible party fails or refuses to meet the design or Maintenance standards required for Stormwater Facilities under this Title, the City, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. If the Stormwater Management Facility becomes a danger to public safety or public health, the City shall notify in writing the party responsible for maintenance of the Stormwater Management Facility. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City may take necessary corrective action. The cost of any action by the City under this section shall be charged to the responsible party.

21-107. Permanent Stormwater Management: Existing Locations and Ongoing Developments.

- (1) On-site Stormwater Management Facilities Maintenance Agreement:
 - (a) Where the Stormwater Management Facility is located on property that is subject to a development agreement, and the development agreement provides for a permanent Stormwater Maintenance Agreement that runs with the land, the owners of property must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owners and all subsequent property owners and their lessees and assigns, including but not limited to, homeowner associations or other groups or entities.
 - (b) The Maintenance Agreement shall:
 - (i) Assign responsibility for the maintenance and repair of the Stormwater Management Facility to the owners of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
 - (ii) Provide for a periodic inspection by the property owners for the purpose of documenting maintenance and repair needs and to ensure compliance with the requirements of this ordinance. The property owners will arrange for this inspection to

be conducted by individual(s) approved by the Stormwater Administrator who will submit a signed written report of the inspection to the City annually. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

- (iii) Provide that the minimum maintenance and repair needs include but are not limited to the removal of silt, litter and other debris, the cutting of grass, cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets and drainage pipes and any other Stormwater Facilities. It shall also provide that the property owners shall be responsible for additional maintenance and repair needed to meet the intended design specification of the stormwater facility.
- (iv) Provide that maintenance needs must be addressed in a timely manner, on a schedule to be determined by the Stormwater Administrator.
- (v) Provide that if the property is not maintained or repaired within the prescribed schedule, the City shall perform the maintenance and repair at its expense and bill the same to the property owner. The Maintenance Agreement shall also provide that the City's cost of performing the maintenance shall be a lien against the property.

(2) Existing problem locations – no Maintenance Agreement.

- (a) The Stormwater Administrator shall in writing notify the owners of existing locations and developments of specific drainage, erosion or sediment problems affecting or caused by such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance. Discharges from existing SCM's that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit discharges.
- (b) Inspection of existing Stormwater Management Facilities. The City may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are non-stormwater illicit discharges, and to establish inspection programs to verify that all Stormwater Management Facilities are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of the City's NPDES Stormwater Permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other SCM's.

(3) Owner/Operator Inspections. The owners and/or operators of the SCMs shall:

- (a) Perform routine inspections to ensure that all SCM's are functioning properly. These inspections shall be conducted on an annual basis, at a minimum. These inspections shall be conducted by a person familiar with control measures implemented at the site. Owners or operators shall maintain documentation of these inspections. The City may require submittal of this documentation.

- (b) Perform comprehensive inspection of all stormwater management facilities and practices. These inspections shall be conducted once every five years, at a minimum. Such inspections must be conducted by individual(s) approved by the City. Complete inspection reports for these five-year inspections shall include:
- (i) Facility type,
 - (ii) Inspection date,
 - (iii) Latitude and longitude and nearest street address,
 - (iv) BMP owner information (e.g. name, address, phone number, fax, and email),
 - (v) A description of BMP condition including: vegetation and soils; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,
 - (vi) Photographic documentation of BMP's, and
 - (vii) Specific maintenance items or violations that need to be corrected by the BMP owner along with deadlines and reinspection dates.
 - (viii) Owners or operators shall maintain documentation of these inspections. The City may require submittal of this documentation.
- (4) Requirements for all existing locations and ongoing Developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred before the enactment of this ordinance:
- (a) Denuded areas must be vegetated or covered under the standards and guidelines specified in the adopted BMP Manual and on a schedule acceptable to the City.
 - (b) Cuts and Slopes must be properly covered with appropriate vegetation and/or retaining walls constructed.
 - (c) Drainage ways shall be properly stabilized.
 - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
 - (e) Stormwater runoff shall, at the discretion of the **Stormwater Administrator**, be controlled to the maximum extent practicable to prevent its pollution. Such control measures may include, but are not limited to, the following:
 - (i) Ponds
 - (1) Detention pond
 - (2) Extended detention pond
 - (3) Wet pond
 - (4) Alternative storage measures
 - (ii) Constructed Wetlands
 - (iii) Infiltration systems
 - (1) Infiltration/percolation trench
 - (2) Infiltration basin
 - (3) Drainage (recharge) well
 - (4) Porous pavement
 - (iv) Filtering systems
 - (1) Catch basin inserts/media filter
 - (2) Sand filter
 - (3) Filter/absorption bed
 - (4) Filter and buffer strips
 - (v) Open Channel
 - (1) Swale

- (5) Corrections of problems subject to appeal. Corrective measures imposed by the **Stormwater Administrator** under this section are subject to appeal under section 21-112 of this Title.

21-108. Riparian Buffer Requirements

- (1) A riparian buffer shall be applied to all Water Resources located in, or adjacent to, New Construction, Development, or Redevelopment that require a land disturbance permit. The goal of the Water Quality Buffer is to preserve undisturbed vegetation that is native to the streamside habitat around the project. Vegetated, preferably native, Water Quality Buffers protect water bodies by providing structural integrity and canopy cover, as well as Stormwater infiltration, filtration and evapotranspiration.
- (2) Stormwater discharges should enter water quality riparian buffers as sheet flow, not concentrated flow, as site conditions allow.
- (3) A determination that Water Quality Buffer widths cannot be met on-site may not be based solely on the difficulty or cost of implementing measures, but must include multiple criteria, such as: type of project, existing land use and physical conditions that preclude use of these practices. Every attempt should be made for development and redevelopment activities not to take place within the buffer zone.
 - (a) “Construction” applies to all streams adjacent to construction sites.
 - (i) Waters with available parameters for siltation or habitat alteration or unassessed waters must have an average buffer width of 30 feet with a minimum buffer width of 15 feet.
 - (ii) Exceptional Tennessee Waters or waters with unavailable parameters for siltation or habitat alteration must have an average buffer width of 60 feet with a minimum width of 30 feet.
 - (iii) The Water Quality Buffer Zone is required to protect Waters of the State located within or immediately adjacent to the boundaries of the project, as identified using methodology from Standard Operating Procedures for Hydrologic Determinations (see rules to implement a certification program for Qualified Hydrologic Professionals, TN Rules Chapter 0400-40-17). Buffer Zones are not primary sediment control measures and should not be relied on as such. Rehabilitation and enhancement of a natural Buffer Zone is allowed, if necessary, for improvement of its effectiveness of protection of the Waters of the State. The Riparian Buffer Zone should be preserved between the top of stream bank and the disturbed construction area.
 - (b) “Permanent” new development and significant redevelopment sites are required to preserve Water Quality Buffers along waters within the MS4. Buffers shall be clearly marked on site development plans, land disturbance permit applications, and/or concept plans. Permanent buffer width depends on the size of a drainage area. Streams or other waters with drainage areas less than 1 square mile will require buffer widths of 30 feet minimum. Streams or other waters with drainage areas greater than 1 square mile will require buffer widths of 60 feet minimum. The 60-foot criterion for the width of the Buffer Zone can be established on an average width basis at a project, if the minimum width of the Buffer Zone is more than 30 feet at any measured location.
- (4) Water quality riparian buffer widths are measured from the top of bank, also referred to as the “ordinary high-water mark.”
- (5) The following list includes the allowable uses within the Buffer Zone. The **Stormwater Administrator** shall approve the specific requirements of a plan proposing the installation of

any feature or construction within the Buffer Zone. For any such work, a Buffer Management Plan shall be submitted to the Stormwater Administrator prior to the issuance of a land disturbance permit.

- (a) Utility crossings
 - (b) Passive recreation, pervious footpaths, and boardwalks to approach the Water Resource as approved by the Stormwater Administrator.
 - (c) Biking or hiking paths and greenways, but no closer than 30 feet at any measured location. View corridors shall be allowed along greenways as approved by the Stormwater Administrator. Paths and greenways shall be designed to prevent the channelization of stormwater runoff and should be constructed of pervious and/or permeable materials. There shall be no other permanent structures except for paths.
 - (d) Stabilization practices to prevent channelization and erosion in the Buffer Zone from stormwater runoff adjacent to the water resource.
 - (e) Landscaping allows for climax successional vegetation through the removal of invasive exotic plants and the establishment of native vegetation, and/or other practices that restore the ecological integrity of the Riparian Buffer.
 - (f) Removal of individual trees within the Buffer Zone which are in danger of falling, causing damage to dwellings or other structures, or causing blockage of the water resource.
 - (g) Cut and fill for floodplain compensations as approved by the City Floodplain Administrator.
- (6) Requests to reduce the Riparian Buffer width, perform clearing activities or install crossings within the Riparian Buffer shall be approved by the Stormwater Administrator.
- (a) The Riparian Buffer width may be reduced in conjunction with targeted restoration plans that make comparable improvements to both the ecological integrity within the Buffer Zone and water quality of the water resource. Reduction of the Riparian Buffer width shall be approved on a case-by-case basis. Restoration plans must be submitted along with a Buffer Management Plan to the Stormwater Administrator for approval.
 - (b) Riparian Buffer crossings should be limited as much as possible. Utilities shall be located under pavement where possible to limit the width of the crossing. Riparian Buffer crossings shall be submitted along with a Buffer Management Plan to the Stormwater Administrator for approval.
 - (i) Utilities may be allowed in the Riparian Buffer, but not closer than 30 feet to the top of bank except for crossings.
 - (ii) The Stormwater Administrator may approve new driveways or road crossings through or across Riparian Buffer Zones on a case-by-case basis. It shall be demonstrated that access across the buffer is necessary and that the buffer will not be impacted excessively. In these cases, the driveway or road crossing shall be constructed perpendicular, or as close to perpendicular as possible to the Water Resource and/or Riparian Buffer with careful detail to protecting trees and vegetation and minimizing site grades. Other federal, state and/or local permits may still be required.
- (7) For any proposed development and/or construction activity within or adjacent to a Riparian Buffer, the following shall be required.

- (a) The parameters of the Riparian Buffer shall be delineated by the applicant and boundaries shall be clearly indicated and labeled on all plats, plans, permits and official maps.
 - (b) Include a note on plans to reference protective covenants governing all Riparian Buffer areas, labeled as: "Any Riparian Buffer is subject to protective covenants recorded in the Register of Deeds (Sumner or Robertson County). Disturbance and use of these areas is restricted; severe penalties apply."
 - (c) Riparian Buffers shall be protected during construction activities by a combination of fencing and flagging to prevent entry of construction equipment, storage and stockpiling. Buffer boundaries shall be marked with signs that persist before, during and after construction activities.
 - (d) Permanent boundary markers shall be installed prior to the completion of the development activities. Signage shall be posted at the edge of the Riparian Buffer on each lot line, and at a maximum spacing of 200 feet. Properties with a large amount of Riparian Buffer frontage may request a reduction in spacing requirements, subject to approval by the **Stormwater Administrator**. The size of the sign shall be six inches by four inches or greater and shall contain the message, "Water Resource protected. Violators subject to severe penalties" or other language as approved by the **Stormwater Administrator**.
 - (e) All Riparian Buffers shall be placed in open space lots to be maintained according to Section 21-107.
- (8) Riparian Buffers shall be actively managed with periodic buffer surveys. Violators shall be served with Civil Penalties according to section 21-111(2) of this Title and shall be required, at their own expense, to revegetate, according to an approved Buffer Management Plan, and maintain the section of the Riparian Buffer encroached upon, using only native vegetation. Equivalent native plants and trees that were removed shall be replaced on a tree per tree basis or as approved by the **Stormwater Administrator**. Specimen trees shall be replaced as required by the City's Zoning Ordinance.

21-109. Illicit Discharges.

- (1) **Scope.** This section shall apply to all water generated on developed or undeveloped land entering the City's separate storm sewer system.
- (2) **Prohibition of Illicit Discharges.** No person shall introduce or cause to be introduced into the MS4 any discharge that is not composed entirely of stormwater or any discharge that flows from a Stormwater Management Facility that is not inspected in accordance with this Title shall be an illicit discharge. Non-stormwater discharges shall include, but shall not be limited to, sanitary wastewater, car wash wastewater, radiator flushing disposal, spills from roadway accidents, carpet cleaning wastewater, effluent from septic tanks, improper oil disposal, laundry wastewater/gray water, improper disposal of auto and household toxics. The commencement, conduct or continuance of any non-stormwater discharge to the MS4 is prohibited except as described as follows:
 - (a) Uncontaminated discharges from the following sources:
 - (i) Water line flushing or other potable water sources;
 - (ii) Landscape irrigation or lawn watering with potable water;
 - (iii) Diverted stream flows;
 - (iv) Rising ground water;

- (v) Groundwater infiltration to storm drains;
 - (vi) Pumped groundwater;
 - (vii) Foundation drains;
 - (viii) Crawl space pumps;
 - (ix) Air conditioning condensation;
 - (x) Springs;
 - (xi) Natural riparian habitat or Wetland flows;
 - (xii) Swimming pools (if dechlorinated - typically less than one PPM chlorine or desalinated for salt water pools);
 - (xiii) Firefighting activities;
 - (xiv) Individual residential car washing;
 - (xv) Discharges within the constraints of an NPDES permit from the Tennessee Department of Environment and Conservation (TDEC).
- (b) Discharges specified in writing by the City as being necessary to protect public health and safety.
- (c) Dye testing is an allowable discharge if the City has so specified in writing.
- (d) Discharges that comply with section 1.2.3 of the Tennessee Construction General Permit (CGP).
- (3) Prohibition of Illicit Connections. The construction, use, maintenance, or continued existence of illicit connections to the MS4 is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. This prohibition expressly includes SCM's connected to the system not properly inspected and maintained in accordance with this ordinance.
- (4) Reduction of Stormwater Pollutants by the use of Best Management Practices. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at the person's expense, the BMP's necessary to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES Permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section. Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance shall be prohibited.
- (5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into the MS4, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City in person or by telephone or email, no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

- (6) No illegal dumping allowed. No Person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the City.

21-110. Enforcement.

- (1) Enforcement authority. The **Stormwater Administrator** shall have the authority to issue notices of violation and citations, and to impose civil penalties to anyone that violates this chapter, who violates the provisions of any permit issued pursuant to this chapter, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City. As set forth in the Enforcement Response Plan (ERP), the City enforcement authority includes:
- Verbal Warnings. At minimum, verbal warnings must specify the nature of the violation and required corrective action.
 - Written Notices. Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
 - Citations with Administrative Penalties. The City has the authority to assess monetary penalties, which may include civil and administrative penalties.
 - Stop Work Orders. Stop work orders that require construction activities to be halted, except for those activities directed at cleaning up, abating discharge, and installing appropriate control measures.
 - Withholding of Plan Approvals or Other Authorizations. Where a facility is in noncompliance, the City's own approval process affecting the facility's ability to discharge to the MS4 can be used to abate the violation.
 - Additional Measures. The City may also use other escalated measures provided under local legal authorities. The City may perform work necessary to improve erosion control measures and collect the funds from the responsible party in an appropriate manner, such as collecting against the project's bond or directly billing the responsible party to pay for work and materials.
- (2) Notification of violation.
- Verbal warning. Verbal warnings may be given when it appears the condition can be corrected by the violator within a reasonable time. Verbal warnings are documented by the City.
 - Written notice. Whenever the **Stormwater Administrator** finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the **Stormwater Administrator** may serve upon such person written notice of the violation. All written notices will be documented and delivered by electronic mail, personal service or certified mail to the person that has violated or is violating this Title. Within ten (10) days of this notice or shorter period as may be prescribed in the notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the **Stormwater Administrator**. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.
 - Cease and desist and Stop Work Orders. When the **Stormwater Administrator** finds that any Person has violated or continues to violate this Title or any Permit or order

issued hereunder, the **Stormwater Administrator** may issue a Stop Work Order or an order to cease and desist all such violations and direct those persons in noncompliance to:

- (i) Comply forthwith; or
 - (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation; including halting operations except for terminating the discharge and installing appropriate control measures.
- (d) Suspension, revocation or modification of permit. The **Stormwater Administrator** may suspend, revoke or modify the permit authorizing the land development project or any other project of the applicant or other responsible person within the City. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated upon such conditions as the **Stormwater Administrator** may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (e) Consent orders. The **Stormwater Administrator** is empowered to enter consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraphs (d) and (e) below.
- (f) Show cause hearing. The **Stormwater Administrator** may order any person who violates this Title or Permit, or order issued hereunder, to show cause why a proposed enforcement action should not be taken. Notice shall be served to the person specifying the time and place for the meeting, the proposed enforcement action and the reasons for such action, and a request that the violator show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.
- (g) Compliance order. When the **Stormwater Administrator** finds that any person has violated or continues to violate this Title or a Permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate stormwater structures or devices be installed and/or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate stormwater structures, installation of devices, self-monitoring, and management practices.

Whenever there is a conflict between any standard contained in this Title and in the BMP manual adopted by the City under this ordinance, the strictest standard shall prevail.

21-111. Penalties.

- (1) Violations. Any Person who shall commit any act declared unlawful under this Title, who violates any provision of this Title, who violates the provisions of any permit issued pursuant

to this Title, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the **Stormwater Administrator**, shall be guilty of a civil offense.

- (2) Penalties. Under the authority provided in Tennessee Code Annotated § 68-221-1106, the City declares that any person violating the provisions of this Title may be assessed as a civil penalty by the **Stormwater Administrator** of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.
- (3) Measuring Civil Penalties. In assessing a civil penalty, the **Stormwater Administrator** may consider:
 - (a) The harm done to the public health or the environment;
 - (b) The duration and gravity of the violation;
 - (c) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
 - (d) The economic benefit gained by the violator;
 - (e) The amount of effort put forth by the violator to remedy this violation;
 - (f) Whether the violation was committed intentionally;
 - (g) The prior record of the violator in complying or failing to comply with the Stormwater Management Program;
 - (h) Any unusual or extraordinary enforcement costs incurred by the City;
 - (i) The amount of penalty established by ordinance or resolution for specific categories of violations; and
 - (j) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.
- (4) Recovery of damages and costs. In addition to the civil penalty in subsection (2) above, the City may recover:
 - (a) All damages proximately caused by the violator to the City, which may include any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this Title, or any other actual damages caused by the violation.
 - (b) The costs of the City's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this Title.
- (5) Referral to TDEC. In accordance with the City's Enforcement Response Plan and the NPDES Permit requirements, the City may also notify TDEC of violations.
- (6) Other remedies. The City may bring legal action to enjoin the continuing violation of this Title, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.
- (7) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

21-112. Appeals.

Pursuant to Tennessee Code Annotated § 68-221-1106(d), any person aggrieved by the imposition of a civil penalty or damage assessment as provided by this Title may appeal said penalty or damage assessment to the **City's Board of Mayor and Aldermen**.

- (1) Appeals to be in writing. The appeal shall be in writing and filed with the municipal recorder or clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.
- (2) Appeal Fee. Any Person who chooses to file an appeal will be required to pay a nonrefundable \$100 appeal fee, which is due upon submittal of the appeal.
- (3) Public hearing. Upon receipt of an Appeal, the City's governing body shall hold a public hearing within forty-five (45) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation and on the City's website. Ten (10) days' notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the governing body of the City shall be final.
- (4) Appealing decisions of the City's governing body. Any alleged violator may appeal a decision of the City's governing body pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

APPENDIX A

INSPECTION AND MAINTENANCE AGREEMENT OF PRIVATE STORMWATER MANAGEMENT FACILITIES

Prepared by: City of Portland Stormwater Department * 100 South Russell St. * Portland, TN 37148
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THIS AGREEMENT, made this ____ day of _____, 20____ by and between _____, hereafter referred to as the "OWNER(S)" of the following property: _____, Map _____ Parcel _____, Portland, TN 37148, and the City of Portland, Tennessee hereafter referred to as the "City". Land disturbance permit number: _____.

WHEREAS the City is required by Federal and State surface water quality regulations and its National Pollutant Discharge Elimination System (NPDES) permit to prevent surface water quality degradation from development or redevelopment activities within its jurisdiction, and the City has adopted surface water quality regulations as required and such regulations are contained in the Stormwater Management chapter of the City's Stormwater ordinance; and

WHEREAS the Owner owns the Property identified above and has or will construct certain Stormwater management facilities on the Property and has developed a Stormwater Maintenance Plan (SWMP), as may be amended from time-to-time (the "Plan") for the maintenance of those facilities, which the City has reviewed and approved, and a copy of which will be maintained by the Owner. A drawing showing the general area of the facilities covered by the Plan is attached to this Agreement for ease of identification.

THEREFORE, in consideration of the benefits received by the Owner as a result of the approval by the City of the Plan, the Owner does hereby covenant and agree with the City as follows:

WITNESSETH:

I/WE, the OWNER(S) with full authority to execute deeds, mortgages, other covenants, all rights, titles and interests in the property described above:

1. The OWNER(S) covenant and agree with the City that they shall provide for adequate long-term maintenance and continuation of Stormwater control measures to ensure that all the Stormwater facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventive maintenance activities at intervals described in the **Post Construction Long-Term Water Quality Maintenance Plan** attached hereto along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the City an annual report by July 1st of each year. The report will include the Long-Term Maintenance Plan that documents inspection schedules, times of inspections, remedial actions taken to repair, modify or reconstruct the system and the state of control measures.
3. The OWNER(S) shall grant to the City or its agent or contractor the right of entry at a reasonable time and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, or repairing the facility.

4. The OWNER(S) shall grant to the City the necessary easements and rights-of-way and maintain perpetual access from the public rights-of-way to the facility for the City or its agent and/or contractor in accordance with the Stormwater Management Ordinance. The OWNER(S) agree that should maintenance not be properly performed, after due notice, the City may order the work performed. The OWNER(S) shall reimburse the City, upon immediate demand, the costs incurred, and any enforcement action costs according to the Stormwater Management Ordinance. Provided, however, that the City shall in no event be deemed obligated to maintain or repair the Stormwater management facilities and nothing in this Agreement shall ever be construed to impose or create any such obligation to the City.
5. The OWNER(S) shall indemnify and hold the City harmless from all claims for damages to persons or property arising from the construction, maintenance, and use of the facility.
6. This AGREEMENT and covenants contained herein shall apply to and bind the OWNER(S) and the OWNERS(S) heirs, executors, successors, and assigns and shall bind all present and subsequent owners of the property served by the facility.
7. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the City's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S) to subsequent owners and assigns.
8. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
9. If it is later determined that the City's NPDES permit clearly directs Owners or the City to manage stormwater treatment systems differently than specified in the Plan, the direction of the NPDES permit shall override the provisions of the Plan.
10. The Owner shall have a Tennessee-licensed engineer, surveyor, or landscape architect to inspect the facilities and certify to the City via a written report that the constructed facilities conform and purport substantially to the approved Plan. If the constructed condition of the facility or its performance varies significantly from the approved Plan, appropriately revised calculations shall be provided to the City and the Plan shall be amended accordingly. This report shall be completed, at a minimum, once within a five-year period, or as required by the City, or TDEC, and submitted to the City's Stormwater department.
11. **The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds in the county of _____, Tennessee.**

FOR THE OWNER(S):

Company Name

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE

COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared _____, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be the officer authorized to execute this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) heretofore named and executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

CITY OF PORTLAND STORMWATER DEPARTMENT
100 SOUTH RUSSELL STREET
PORTLAND, TN 37148

REVIEWED BY:

Signature

Title

Printed Name

Phone Number

STATE OF TENNESSEE
COUNTY OF _____

Before me, the undersigned Notary Public of the State and county mentioned, personally appeared with _____, whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledges themselves to be a Stormwater Management Coordinator for the City of Portland, Tennessee and that as such Stormwater Management Coordinator, being authorized to do so, executed this Agreement (Inspection and Maintenance Agreement for Private Stormwater Management Facilities) for the purposes therein contained.

Witness my hand and official seal at office in, this _____ day of _____, 20_____.

Notary Public

My Commission Expires

CHAPTER 2

STORMWATER UTILITY ORDINANCE

SECTION

- 21-201. General Provisions.
- 21-202. Definitions.
- 21-203. Funding of Storm Water Utility.
- 21-204. Storm Water Utility Management Fund.
- 21-205. Operating Budget.
- 21-206. Storm Water User Fee
- 21-207. Equivalent Residential Unit (ERU).
- 21-208. Property Classification for Storm Water User Fees.
- 21-209. Base Rate.
- 21-210. Property Owners to Pay Charges.
- 21-211. Billing Procedures and Penalties for Late Payment.
- 21-212. Appeal of Fees.
- 21-213. Storm Water User Fee Credit Policy.

21-201. General Provisions.

(1) Introduction.

(d) This Title is to:

- i. Be known as the “Stormwater User Fee” for the City of Portland, Tennessee;
- ii. Enable the City to comply with the National Pollution Discharge Elimination System Permit (NPDES) and applicable regulations, 40 CFR 122.26 for Stormwater Discharges;

(e) The City of Portland finds, determines, and declares that the stormwater system, which provides for the collection, treatment, storage and disposal of stormwater, provides benefits and services to all property within the incorporated City of Portland limits. Such benefits include, but are not limited to: the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of storm water, the reductions of hazards to property and life resulting from storm water runoff, improvements in general health and welfare through reduction of undesirable storm water conditions, and improvements to water quality in the stormwater and surface water system and its receiving waters of the state all of which are managed by the Stormwater Administrator as part of the Municipal Separate Storm Sewer System (MS4) Program.

(f) The objective of this ordinance is to promote the public health, safety and general welfare of the City of Portland, Tennessee (“City”) and its citizens in compliance with the Federal Clean Water Act, 33 U.S.C. 1251 et seq., and Tennessee Code Annotated, § 68-221-1101 et seq. which require municipalities to implement stormwater management programs, within prescribed time frames, to regulate stormwater discharges to protect water quality; establish adequate systems of collection, conveyance, detention, treatment and release of stormwater; reduce

hazards of property and life resulting from stormwater runoff; and enable municipalities to fix and require payment of fees for the privilege of discharging stormwater. The City finds that a stormwater management system which provides for the treatment of stormwater is of benefit and provides services to all property within the city.

- (g) It is further determined and declared that charges shall be established for each developed parcel of developed property located within the municipal limits of the City as provided hereinafter to provide for dedicated funding sources for the administration of stormwater management programs and/or stormwater systems of the city. The proceeds of charges so derived shall be used for the purposes of planning, operation, maintenance, repair, replacement and debt service of the city's stormwater management programs and system necessary to protect the health, safety, and welfare of the public.

(2) Purpose. The Stormwater Utility's purpose is to:

- a. Administer and enforce the City of Portland's Stormwater Management Ordinance;
- b. Administer, plan, and implement stormwater projects to protect, maintain, and enhance the environment of the City of Portland;
- c. Implement activities necessary to maintain compliance with the City's MS4 National Pollutant Discharge Elimination System (NPDES) Permit and applicable regulations, 40 CFR Section 122.26 for storm water discharges;
- d. Annually analyze the cost of services and benefits provided, and the system and structure of fees, charges, civil penalties, and other revenues of the utility; and,
- e. Advise the Board of Mayor and Alderman and other City of Portland departments on matters relating to the utility.

(3) Administering entity. The Storm Water Utility shall be a part of the City of Portland Public Works Department. The Stormwater Utility, under the immediate direction and supervision of the City Mayor, or their designee, shall administer the provisions of this Stormwater Utility Ordinance.

(4) Jurisdiction. The Stormwater Utility Ordinance shall govern all properties within the incorporated limits of the City of Portland, Tennessee.

21-202. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

- (1) "Agricultural property" means property which is zoned agricultural and/or property which yields an annual minimum, or in which the annual minimum has been met in two of the last five years, of \$1,000.00 of agricultural products produced and/or sold from the operation of the property. Agricultural production shall include agricultural, forest, and/or livestock production as defined by the United States Department of Agriculture, Natural Resources Conservation Service, and Environmental Quality Incentive Program. Proof of agricultural producer status may include IRS from 1040 Schedule F or other accounting records certified by a tax preparer.

- (2) “Appeal” means a request for a review of the Stormwater Administrator’s interpretation of any provision of these regulations.
- (3) “Base rate” means the storm water user fee for a detached single family residential property in the City of Portland.
- (4) “Best Management Practices” or “BMPs” means the physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of Portland, and that have been incorporated by reference into the Storm Water Management Ordinance as if fully set out therein.
- (5) “Board of Mayor and Alderman” means the Governing Body for the City of Portland.
- (6) “CII” refers to developed commercial, industrial, and institutional properties within the incorporated limits of the City of Portland, TN.
- (7) “City” means the City of Portland, Tennessee.
- (8) “Construction” Means the erection, building, acquisition, alteration, reconstruction, improvement, or extension of storm water facilities; preliminary planning to determine the economic and engineering feasibility of storm water facilities; the engineering, architectural, legal, fiscal, and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other actions necessary in the construction of storm water facilities; and the inspection and supervision of the construction of storm water facilities.
- (9) “Deficient property” means developed property that does not have adequate stormwater facilities as required in the latest edition of the City of Portland minimum drainage requirements for development.
- (10) “Developed Property” means developed property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property.
- (11) “Equivalent Residential Unit (ERU)” shall be used as the basis for determining stormwater service charges to all properties within the City. An ERU is the standard value for which non-residential properties are compared to the average residential property. One ERU is based upon the average residential property area.
- (12) “Exempt property” means all public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities and railroad right-of-way properties within the City of Portland. For purposes of this definition, “public” shall mean that which is maintained by or is or is to be dedicated to the City of Portland and/or the State of Tennessee or the government of the United States.
- (13) “Fee or Stormwater User Fee” means the charge established by ordinance and levied on owners or users of parcels or pieces of developed property to fund the cost of Stormwater Management and of operating, maintaining, and improving the Stormwater system in the City.
- (14) “Fiscal year”. July 1 of a calendar year to June 30 of the next calendar year, both inclusive.
- (15) “Impervious surface” means a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled,

graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

- (16) "Impervious surface area" means the number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made between exterior limits of the structure, foundations, columns or other means of support or enclosure.
- (17) "Multi-family Residential Property" means a building containing three (3) or more dwelling units. The term includes cooperative apartments, condominiums, and the like.
- (18) "Other Developed Property" means all Developed Property located within the municipal limits of the city other than (i) Residential Property; (ii) Exempt Property; (iii) Vacant Property and (iv) Park Lands/Cemetery. Other Developed Property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, industrial properties, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single-family residential structure which contains more than two attached dwelling units is specifically included in this definition.
- (19) "Park Land"/ "Cemetery" means all developed property owned by federal, state and/or local governments that has been designated by such governmental entity for use as a public park or cemetery.
- (20) "Person" means any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.
- (21) "Property owner" means the property owner of record as listed in the City's and/or county's tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.
- (22) "Runoff Coefficient" is a term used to describe the percentage of precipitation that leaves a particular site as runoff. Runoff is precipitation that does not soak or absorb into the soil surface and is greatly impacted by the amount of impervious surface that exists on a particular site. The Runoff Coefficient relates the amount of impervious surface to the intensity of development.
- (23) "Single family residential property" refers to a building containing only one dwelling unit located upon one zone lot, the term is general, including such specialized forms as one-family detached, one-family semi-detached, and one-family attached. For regulatory purposes, the term is not to be construed to include travel trailers, self-propelled motor homes, tents, or other forms of portable or temporary housing.
- (24) "Stormwater" or "Storm Water" refers to Stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.
- (25) "Stormwater Administrator" refers to the person(s) designated by the City Mayor to enforce the stormwater management ordinance.
- (26) "Stormwater Appeal Board" means the City of Portland' Board of Mayor and Aldermen.
- (27) "Stormwater management" means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.

- (28) “Stormwater Management Fund” or “Fund” means the fund created by this ordinance to operate, maintain, and improve the City’s stormwater management system.
- (29) “Stormwater system” or “System” means all stormwater facilities, stormwater drainage systems and flood protection systems of the city and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.
- (30) “Stormwater user fee” or “Fee” refers to the utility service fee established under this ordinance and levied on owners or users of parcels or pieces of developed property to fund the costs of storm water management and of operating, maintaining, and improving the storm water system in the City of Portland. The storm water user fee is in addition to other fees that the City of Portland has the right to charge under any other rule or regulation of the City of Portland.
- (31) “Stormwater Utility” means a management structure that is responsible solely and specifically for the stormwater management program and system.
- (32) “Surface water” means water upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.
- (33) “Undeveloped Property” shall mean property that is in its natural state and has not been developed; does not have impervious surfaces on it.
- (34) “User” refers to the owner or customer of record of property subject to the storm water user fee imposed by this ordinance.
- (35) “Vacant/undeveloped property” means property on which there is no structure for which a certificate of occupancy has been issued.

21-203. Funding of Stormwater Utility.

- (1) Funding for the stormwater utility’s activities may include, but not be limited to, the following:
 - (a) Stormwater user’s fees.
 - (b) Civil penalties and damage assessments imposed for or arising from the violation of the city’s stormwater management ordinance.
 - (c) Stormwater permit and inspection fees.
 - (d) Other funds or income obtained from federal, state, local, and private grants, or revolving funds, and from the Local Government Public Obligations Act of 1986 (Tennessee Code Annotated, title 9, chapter 21).
- (2) To the extent that the stormwater drainage fees collected are insufficient to construct needed stormwater drainage facilities, the cost of the same may be paid from such city funds as may be determined by the Board of Mayor and Alderman.

21-204. Stormwater Utility Management Fund.

- (1) All revenues generated by or on behalf of the Stormwater Utility shall be deposited in a Stormwater Utility Management Fund and used exclusively to fulfill the purposes of the Stormwater Utility.

21-205. Operating Budget.

- (1) The Board of Mayor and Alderman shall adopt, based on a recommendation from the **Stormwater Administrator, Public Works Director and Finance Director**, an operating budget for the Stormwater Utility Management Fund each fiscal year. The operating budget shall set forth for such fiscal year the estimated revenues and the estimated costs for operations and maintenance, extension and replacement and debt service.

21-206. Stormwater User Fee

- (1) There shall be imposed on each developed property in the City of Portland, a stormwater user fee which will be charged monthly, which shall be set from time to time by ordinance in the fee schedule as adopted by the City of Portland, except exempt properties, and in the manner and amount prescribed by the ordinance.

21-207. Equivalent Residential Unit (ERU).

- (1) Establishment. The ERU was established for the purpose of calculating the stormwater user fee.
- (2) Setting the ERU. The ERU shall be set by the Board of Mayor and Alderman via ordinance.
- (3) Source of ERU. The Board of Mayor and Alderman shall have the discretion to determine the source of the data from which the ERU is established, taking into consideration the general acceptance and use of such source on the part of other stormwater systems, and the reliability and general accuracy of the source including but not limited to property tax assessor's rolls, site examination, mapping information, aerial photographs, and other reliable information.
- (4) Evaluation of ERU. The ERU shall be evaluated by the Stormwater Utility as necessary.

21-208. Property Classification for Stormwater User Fees.

- (1) Property classifications. For purposes of determining the storm water user fee, all properties in the City of Portland are classified into one of the following categories:
 - a) Single Family Dwelling Residential property;
 - b) Developed/Commercial/Industrial/Institutional (CII) properties; or
 - c) Exempt property.

1.) Single Family Dwelling Residential Fee. The Board of Mayor and Alderman finds that the intensity of development of most parcels of developed property in the City of Portland classified as single family residential is similar and that it would be excessively and unnecessarily expensive to precisely determine the square footage of the impervious surface on each such parcel. Therefore, all single-family residential properties in the City of Portland shall be charged the same residential rate regardless of the size of the parcel or the impervious surface area of the improvements, except as provided herein.

2.) Developed property, Commercial, Industrial, Institutional fee.

These properties in the City of Portland shall be charged the rate outlined by the stormwater rate ordinance.

3.) Exempt property. There shall be no stormwater user fee for exempt property or as otherwise provided by State law.

- a) Property outside of the incorporated City Limits.
- b) Undeveloped Property that is not altered from its natural state.
- c) Agricultural property upon which the owner or operator conducts activities that satisfy the requirements of a qualified farmer or nurseryman under Tennessee Code Annotated §67-6-207(e). The owner or operator shall bear the burden of establishing such exempt status.
- d) Cemeteries.
- e) Railroad Right of Ways.

21-209. Base Rate.

- (1) The Board of Mayor and Alderman shall, by ordinance in the fee schedule as adopted by the Board of Mayor and Alderman, establish the base rate for the ERU. The base rate shall be calculated to ensure adequate revenues to fund the costs of stormwater management and to provide for the operation, maintenance, and capital improvements of the storm water system in the City of Portland.

21-210. Property Owners to Pay Charges.

- 1.) The owner of each property/tax lot shall be obligated to pay the stormwater user fee as provided in this ordinance, provided however, that if no water or sewer service is being provided by the City of Portland or local water utility district at the property to the owner as a customer of record and such service is being provided to a customer of record other than the owner, it shall be presumed that the owner and such customer of record have agreed that the customer of record shall be obligated to pay such stormwater user fee.
- 2.) If the customer of record other than the owner refuses to pay the stormwater user fee, the owner of each property shall be obligated to pay the stormwater user fee as defined in this ordinance.
- 3.) Non-residential multi-tenant properties shall be billed according to the placement of utility meters, i.e., if the property contains individual unit meters, then billing for the stormwater user fee shall be billed to individual units based on the unit's pro rata percentage of impervious surface. If the multi-tenant property contains a master meter, then the storm water user fee for the entire impervious surface area shall be billed to the customer of record for such master meter.
- 4.) Each unit of a multi-tenant residential building shall be billed a minimum charge, the same being the single-family residential fee, to the customer of record for the unit. If an individual unit is not individually billed for any water or sewer service, i.e., water and sewer utilities are billed to a master meter, then the customer of record for the master meter shall be billed as commercial property based on the total impervious surface area.

21-211. Billing Procedures and Penalties for Late Payment.

- (1) Rate and collection schedule. A stormwater user fee shall be set at a rate as set forth in the Stormwater User Fee Schedule as adopted by the Board of Mayor and Alderman by ordinance, collected at a location, and collected on a schedule, established in accordance with this ordinance. The storm water user fee shall be billed and collected monthly with the monthly utility services bill for those properties within the incorporated limits. The stormwater user fee for those properties utilizing city utilities is part of a consolidated statement for utility customers, which is generally paid by a single payment to the property owner's water utility or to the City of Portland Stormwater Department, unless other means of billing is established at any time by the City.
- (2) The stormwater user fee for those properties utilizing utilities not provided by the City of Portland shall be billed and collected by the City of Portland directly to the utility provider or as directed by the Finance Director. All bills for the stormwater user fee shall become due and payable in accordance with the rules and regulations of the applicable utilities department pertaining to the collection of the storm water user fees.
- (3) Delinquent bills. The stormwater user fee shall be considered delinquent if not received by the City of Portland or applicable billing water utility by the due date stated within the utility statement, and subsequent late fees shall be imposed as set forth in the fee schedule as adopted by the Board of Mayor and Alderman as established by an ordinance.
- (3) Penalties for late payment; failure to pay. Stormwater user fees shall be subject to a late fee established by ordinance as indicated in the Stormwater User Fee Schedule. The City of Portland shall be entitled to recover attorney's fees incurred in collecting delinquent stormwater user fees. The City or other collecting utility provider may discontinue utility service to any stormwater user who fails or refuses to pay the stormwater user fees and may refuse to accept payment of the utility bill from any user without receiving at the same time, payment of the stormwater user fee charges owned by such user and further may refuse to re-establish service until all such fees have been paid in full.
- (4) Mandatory statement. Pursuant to Tennessee Code Annotated § 68-221-1112, each bill that shall contain stormwater user fees shall contain the following statement in bold: "**THE STORMWATER FEE HAS BEEN MANDATED BY CONGRESS PURSUANT TO TENNESSEE CODE ANNOTATED § 68-221-1112**". The City of Portland Board of Mayor and Alderman hereby finds and declares that the stormwater user fee is a utility service fee and not a tax.

21-212. Appeal of Fees.

- (1) Any person who disagrees with the calculation of the storm water user fee, as provided in this ordinance, may appeal such fee determination to the City of Portland's Stormwater Appeal board within ten (10) days after the date the payment is due. Any appeal not filed within the time permitted by this section shall be deemed waived.
- (2) All appeals shall be filed in writing addressed to the Stormwater Administrator for the City of Portland and shall state the grounds for the appeal and the amount of the

stormwater user fee the appellant asserts is appropriate. The appeal shall provide such information and documentation supporting the basis of the appeal. The appeal shall be accompanied by a nonrefundable appeal review fee of \$100.

- (3) Any matter, decision, conclusion, pronouncement, or evaluation made by the City cannot be considered for The Portland Stormwater Appeal Board review until the matter has first been submitted to the City of Portland Stormwater Department for evaluation. Only after the Public Works Director and Stormwater Administrator has had an opportunity to fully consider the matter, and denied the appeal, or a timely review has not taken place, can Appellate Review be considered with the Portland Stormwater Appeal Board.
- (4) The Portland Stormwater Appeal board shall then review the appeal and determine whether the challenged determination is consistent with the provisions of this chapter. Appeals related to the stormwater user fee shall be decided based on substantiated evidence with a sound engineering and factual basis. All appeal determinations shall be applied utilizing a strict interpretation of the Stormwater Utility Ordinance. At any hearing related to an appeal or credit determination, the City shall be allowed to present evidence, findings, and recommendations; appealing parties and applicants shall be given an opportunity to present evidence, findings, and recommendations.
- (5) The Portland Stormwater Appeal board may request additional information from the appealing party; the committee may defer the determination of an appeal one time to the next regularly scheduled meeting of the Portland Stormwater Appeal board. Each appeal shall be placed on the Portland Stormwater Appeal board agenda for the next scheduled meeting, which meeting is at least twenty (20) days after the Stormwater Administrator receives the written appeal.
- (6) The Stormwater Administrator shall notify the appellant customer of the date of the appeal review hearing in writing; such written notice shall be given at least ten (10) days prior to the hearing by regular mail at the address provided in the written appeal document. The decision of the Portland Stormwater Appeal board shall be final and conclusive with no further administrative review.
- (7) If a refund is due, the Finance Director shall authorize the refund which will be provided as the Stormwater Administrator deems necessary.

21-213. Storm Water User Fee Credit and Adjustment Policy.

- (1) All applications for Stormwater User Fee Credits and Adjustments shall be submitted as outlined in the City of Portland's Utility Credit Manual. Stormwater User Fee Credits and Adjustments may be available for developed properties that provide an up-to-date certified engineered plan, stamped by a current State-approved engineer licensed to practice in Tennessee, documenting reduced stormwater runoff and shows the stormwater on the property is not encountering the City's stormwater system. A detailed hydrologic report is required.

Chapter 3

Stormwater User Fee Credit Manual

SECTION

- 21-301. Overview
- 21-302. Definitions
- 21-303. User Fee Credits.
- Appendix A: Impervious Surface Credit Application
- Appendix B: Right-of-Entry Form
- Appendix C: Detention/ Water Quality Application
- Appendix D: Education Credit Application
- Appendix E: NPDES Credit Application

21-301. Overview

The stormwater user fee provides a stable and adequate source of revenue for the stormwater management program that allocates the costs of stormwater services across every stormwater “user” in the City of Portland’s Incorporated City Limits through a stormwater user fee (or service charge). Developed land is charged a fee based on the amount of impervious surface area on the property. The stormwater user fee that a property owner pays is directly proportional to the impervious area found on the property. A credit is an ongoing downward adjustment in the service charge. The stormwater user fee credit manual provides for adjustments to the stormwater user fee for properties that reduce demand on the public storm system.

Impervious Surface means a surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

Impervious surface area means the number of square feet of horizontal surface covered by buildings, and other impervious surfaces.

The purpose of the credit policy is to provide properties with credit for mitigating stormwater runoff impacts through education, or source controls, for water quantity or quality. The available credits are:

- Detention Credit up to 50%
- Quality Credit up to 25%
- Education Credit up to 10% (Places of Worship and Schools)
- NPDES Credit up to 10%

A property may qualify for more than one credit, but the maximum credit that a property can receive is 50%.

To qualify for credits, the stormwater user must submit a credit application form (found in Appendix 1), and any applicable application fees, to the City of Portland Stormwater Department. The application will be evaluated to determine credit eligibility and the amount of credit the user shall receive if granted. The credit applications should be addressed to the following:

Stormwater User Fee Credit Application
City of Portland Stormwater Department
100 South Russell St.
Portland, TN 37148

The Stormwater User Fee Credit Manual stipulates the design and performance standards of on-site systems, facilities, activities, and services that qualify for application of a stormwater user fee credit.

21-302. Definitions.

For the purpose of this Title, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use as defined in the latest edition of Webster’s Dictionary.

“Best Management Practices or BMPs” shall mean the physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce pollution of water, that have been approved by the City of Portland, and that have been incorporated by reference into the Stormwater Management Ordinance as if fully set out therein.

“Construction” shall mean the erection, building, acquisition, alteration, reconstruction, improvement or extension of stormwater facilities; preliminary planning to determine the economic and engineering feasibility of stormwater facilities; the engineering, legal, fiscal and economic investigations and studies, surveys, designs, plans, working drawings, specifications, procedures, and other action necessary in the construction of stormwater facilities; and the inspection and supervision of the construction of stormwater facilities.

“Department” shall mean the City of Portland Stormwater Department.

“Detention Facility” shall mean a stormwater structure that, by means of a single control point, provides temporary storage of stormwater runoff for future release, and is used to delay and attenuate peak flow.

“Developed Property or Developed Land” means developed property which has been altered from its natural state by the creation or addition of buildings, structures, pavement or other impervious surfaces, or by the alteration of the property that results in a meaningful change in the hydrology of the property.

“Exempt Property” All public rights-of-way, public streets and public roads, public alleys, public sidewalks and public greenways, public drainage facilities, privately owned residential streets, property that does not discharge stormwater runoff to the stormwater or flood control facilities and railroad right-of-way properties within the City of Portland. For purposes of this definition, “public” shall mean that which is maintained by or is or is to be dedicated to the City of Portland and/or the State of Tennessee or the government of the United States.

“Green Infrastructure” shall mean stormwater management systems that mimic nature by promoting infiltration of stormwater runoff. These stormwater management systems may include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bio swales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation as approved by the Department.

“Impervious Area or Impervious Surface Area” The number of square feet of horizontal surface covered by buildings, and other impervious surfaces. All building measurements shall be made

between exterior limits of the structure, foundations, columns or other means of support or enclosure.

“Impervious Surface” A surface which is compacted or covered with material that is resistant to infiltration by water, including, but not limited to, most conventionally surfaced streets, roofs, sidewalks, patios, driveways, parking lots, and any other oiled, graveled, graded, compacted, or any other surface which impedes the natural infiltration of surface water.

“National Pollutant Discharge Elimination System or NPDES” shall mean the Federal Environmental Protection Agency's (USEPA) national program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits and imposing and enforcing pretreatment requirements under sections 307, 318, 402, and 405 of the Clean Water Act, United States Code, title 33, sections 1317, 1328, 1342, and 1345.

“Other Developed Property” means all Developed Property located within the municipal limits of the city other than (i) Residential Property; (ii) Exempt Property; (iii) Vacant Property and (iv) Park Lands/Cemetery. Other Developed Property shall include commercial properties, industrial properties, apartments, parking lots, hospitals, schools, recreational and cultural facilities, industrial properties, hotels, offices, churches, federal, state and local government properties and multi-use properties. Such property shall also include single family dwellings which are attached to or otherwise a part of a building housing a commercial enterprise. Any single-family residential structure which contains more than two attached dwelling units is specifically included in this definition.

“Person” Any and all persons, natural or artificial, including any individual, firm or association, and any municipal or private corporation organized or existing under the laws of this or any other state or country.

“Property Owner or Owner” The property owner of record as listed in the City’s and/or county’s tax assessment roll. A property owner includes any individual, corporation, firm, partnership, or group of individuals acting as a unit, and any trustee, receiver, or personal representative.

“Qualified Control Structure” shall mean a device or structure meeting design standards and approved by the Department that substantially limits the discharge of stormwater from a parcel of property into or through any Public System or that substantially improves the purity of stormwater so discharged.

“Residential Property” shall mean a developed property which serves the primary purpose of providing a permanent dwelling unit to a single family. A single-family detached dwelling, a townhouse, an accessory apartment or second dwelling unit, a condominium, a duplex, a triplex, a quadruplex, a villa, or a garden home is included in this definition. A single-family dwelling which is attached to, or otherwise a part of, a building housing a commercial enterprise is not included in this definition.

“Stormwater or Storm Water” Stormwater runoff, snow melt runoff, surface runoff, infiltration, and drainage.

“Stormwater Management” means the planning, design, construction, regulation, improvement, repair, maintenance, and operation of facilities and programs relating to water, flood plains, flood control, grading, erosion, tree conservation, and sediment control.

“Stormwater System or System” means all stormwater facilities, stormwater drainage systems and flood protection systems of the city and all improvements thereto which operate to, among other things, control discharges and flows necessitated by rainfall events; and incorporate methods to collect, convey, store, absorb, inhibit, treat, prevent or reduce flooding, over drainage,

environmental degradation and water pollution or otherwise affect the quality and quantity of discharge from such system.

“Stormwater User or User” The owner or customer of record of property subject to the storm water user fee imposed by the Stormwater Utility Ordinance.

Stormwater User Fee or Fee The utility service fee established under this ordinance and levied on owners or users of parcels or pieces of developed property to fund the costs of storm water management and of operating, maintaining, and improving the storm water system in the City of Portland. The storm water user fee is in addition to other fees that the City of Portland has the right to charge under any other rule or regulation of the City of Portland.

“Stormwater Utility” A management structure that is responsible solely and specifically for the stormwater management program and system.

“Stormwater Utility Ordinance” shall mean Title 21, chapter 2 of the City of Portland Municipal Code.

“Surface Water” Waters upon the surface of the earth in bounds created naturally or artificially including, but not limited to, streams, other watercourses, lakes, ponds, wetlands, marshes and sinkholes.

“Ten Percent Rule” shall mean analyzing the development’s downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area.

“Undeveloped Property or Undeveloped Land” shall mean property that is in its natural state and has not been developed; does not have impervious surfaces on it.

“User Fee Credit” shall mean a downward adjustment in the amount of the stormwater user fee given to properties for maintaining qualified control structures or implementing an approved education program as discussed herein.

“Vacant / Undeveloped Property” Property on which there is no structure for which a certificate of occupancy has been issued.

21-303. User Fee Credits.

The purpose of user fee credits is to provide an ongoing reduction in fees to customers that place an ongoing reduction in demand on the stormwater system than would be reflected in the calculation of their stormwater user fee or for specific customer types, who through private efforts, provide a direct reduction in the cost of stormwater programs funded by the stormwater user fee.

General provisions for stormwater user fee credits are listed below. See the following pages for details for individual credits.

- Credits are available to all developed properties within the incorporated city limits of Portland.
- It is the responsibility of the property owner (or his/her designee) to apply for stormwater user fee credits, and to provide the necessary substantiating information with a credit application, as described herein.
- The Credit Application and supporting documents are included in the appendices to the Credit Manual. The Department shall not be responsible for initiating applications, performing engineering calculations, or otherwise assisting with the preparation of credit applications.

- Credits can be combined for a maximum credit of 50%.
- Credits are granted only upon approval of a credit application. A non-refundable review fee of \$100 shall accompany credit applications.
- The Department shall review credit applications within four (4) weeks after a complete application is submitted. If a credit is granted, the credit shall be applied one (1) billing cycle after the approval date.
- The Department maintains the right to inspect properties to ascertain credit applicability at the time of credit application and at any time during which the site is receiving credit.
- Credits shall be valid for a period of 5 years. It is the user's responsibility to reapply for credits no later than 60 days prior to expiration to assure continuity of the credits applied to the user fee.
- Credits can be revoked or reduced at any time that it is determined by the Department that controls, measures, or activities are not performing to the requisite design standard, that controls are not being maintained to function as designed, or that the controls, measures, or activities no longer meet the purpose of the credit.
- If a Stormwater Utility credit is granted, the credit shall be applied one (1) billing cycle after the approval date. Retroactive Credits will not be granted.

Stormwater Detention Credit (up to 50%)

Qualified properties with structural controls or measures such as detention facilities for reducing peak demand and controlling the rate at which the runoff volume enters the stormwater system may be eligible for a Stormwater Detention Credit up to 50%.

Properties may be eligible for a full credit of up to 50% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events along with performing a downstream analysis for the "Ten Percent Rule". The Ten Percent Rule analyzes the development's downstream impact to stormwater runoff to the point where the site makes up ten percent or less of the total drainage area to the point in question. This analysis consists of developing a simplified hydrologic model of the development site and contributing areas to insure there is no increase in flow values at each significant junction point down to the point where the site is ten percent or less of the total land area. Properties may be eligible for a partial credit of 40% where a stormwater detention facility is utilized to reduce post-developed discharges to pre-developed levels for the 2-year through 100-year flood events.

Properties may be eligible for a partial credit of 25% where a stormwater detention facility is used to reduce post-developed discharges to pre-developed levels for the 2-year through 25-year flood events. This level of detention may be achieved, for example, by rehabilitating a temporary sediment control pond to serve as a permanent stormwater detention facility.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a professional engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.
2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department.

3. The annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit may be submitted by a State of Tennessee licensed Professional Engineer, licensed Landscape Architect, or TDEC EPSC Level 1 or 2 certified inspector.

Stormwater Quality Credit (up to 25%)

Qualified properties with structural controls or measures that reduce stormwater runoff pollution to the Municipal Separate Storm Sewer System (MS4) may be eligible for a Stormwater Quality Credit up to 25%. These controls should provide runoff pollution characteristics similar to undeveloped land.

Properties may be eligible for the full 25% credit if they contain water quality Best Management Practices (BMP) that meet performance criteria for the capture and infiltration of the first one inch of runoff through the use of Green Infrastructure.

Properties may be eligible for a partial credit of 10% if they contain water quality Best Management Practices (BMP) that meet minimum performance criteria for removal of 80% total suspended solids (TSS) and remain in compliance with City of Portland's State of Tennessee NPDES Phase II Municipal Separate Storm Sewer Systems (MS4) General Permit for Discharges.

Industrial properties may be eligible for a partial credit of 10% if they maintain a separate approved State of Tennessee NPDES permit for stormwater management.

Conditions of Credit:

1. The property owner must submit a site plan, design calculations, as-built drawings, and/or other data signed and sealed by a valid State of Tennessee professionally licensed engineer that are sufficient for the Department to render an opinion regarding the applicability of credit. Original design plans currently verified "as built" by a professional engineer will suffice.

2. The property owner must submit a maintenance plan, maintenance agreement, and annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit according to the assessment by the Department. Reports are due annually by June 30.

3. The annual documentation of maintenance on all structural controls and non-structural activities that serve as the basis for the credit may be submitted by a State of Tennessee licensed Professional Engineer, licensed Landscape Architect, or TDEC EPSC Level 1 or 2 certified inspector.

Stormwater Education Credit (up to 10%)

A credit of up to 10 percent will be available to public or private educational institutions and Places of Worship that provide a regular and continuing program of education approved by the Department and concentrating on stewardship of water resources and minimization of demand on the public stormwater system. Qualified educational institutions and Places of Worship have the ability to provide significant stormwater education that will not only assist the City of Portland in meeting NPDES permit requirements but will also instill an appreciation and stewardship of

water resources that will benefit and/or decrease the demand on the stormwater system, or program, in the long term.

The credit eligibility will be determined by the Department based on the content of the education materials, the ability for the education to meet the NPDES permit requirements, the number of students / members / parishioners receiving education, increasing the water quality, and the potential for reducing the water quantity and demand on the public stormwater system.

Brochure templates and suggested education material can be obtained from the City.

Conditions of Credit:

1. Institution/Place of Worship must submit a description of the educational program, curriculum or program materials, and estimated number of students / members / parishioners that will receive the education for review by the Department for credit approval.
2. Institution/Place of Worship must provide educational take-home materials to all students / members / parishioners at least once annually.
3. Institution/Place of Worship must submit an annual report documenting the number of students/members/parishioners that received the education in that year.
4. The credit will be applied only to the property(s) where the curriculum is taught (e.g., if the curriculum is taught only at an Elementary School, the credit will be applied only to that property, not the entire school system).

To receive the credit, the curriculum must be scheduled with the intention that all students/parishioners will receive the curriculum at least once during a calendar year. For example, a typical tenure for high school would be four (4) years, so it would be expected that approximately 25% of students in the school would be taught the curriculum each year and that a student that attended the school for four years would receive the education at least once.

Appendices

Appendix A: Impervious Surface Credit Application

Appendix B: Right-of-Entry Form

Appendix C: Detention/ Water Quality Application

Appendix D: Education Credit Application

Appendix E: NPDES Credit Application

Appendix A Impervious Surface Credit Application Form

For review of this application, you must:

- Fill out this application completely.
- Provide a set of plans of your property showing the total impervious surface area as **conducted by a licensed land surveyor.**

Instructions:

The applicant must provide site plans from a licensed land surveyor, outlining the impervious surfaces that exist on your property, and provide those measurements, with this application, to the City of Portland Engineering Department. A site plan of your property, with the appropriate measurements clearly indicated, must be provided to be considered for an Impervious Surface Credit. **The licensed land surveyor is required to sign and seal the plans.**

Impervious surfaces are those surfaces that prevent the infiltration of rainfall into the soil. Common impervious surfaces may include, but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage buildings/pads, compacted gravel or soil surfaces, awnings (and other fabric or plastic coverings) and any other surface that prevents or impedes the natural infiltration of stormwater runoff.

Property Owner Information

Name: _____ Phone: _____

Address: _____

Applicant Information (if different from owner)

Name: _____ Phone: _____

Address: _____

Property Information (if different from above)

Address: _____

Parcel Identification Number (if known): _____

Utility Account Number: _____

I hereby request the City of Portland to review this application for an Impervious Surface Credit to my stormwater utility fee. I certify that I have the authority to make such a request and grant such authority for this property. The attached information is true and correct to the best of my knowledge and belief. I agree to provide corrected information to the City of Portland Engineering Department should there be any change in the information provided herein. I further authorize the City of Portland to access the property identified in this application for the purpose of assessment for a stormwater fee credit.

Signature: _____ Name: _____

Date: _____

Do not write in shaded areas – for City use only.

Calculated Impervious Area: _____ sf Credit Approved? ☐ Yes ☐ No

Signature: _____ Name: _____

Title: _____ Date: _____

Appendix B Right-of-Entry Form

Owner or Owner's Representative (Contact):	Property Parcel Number:
Property Address:	
Contact Phone Number:	Contact Email:
Mailing Address (if different than property address):	
This agreement gives authorization by the property owner, _____ (Owner) to City of Portland Stormwater Department to enter onto the property at the above listed location, for the purposes of inspection. Inspections may be conducted of any stormwater facility for which a user fee credit was applied. Inspections may be performed by the Department employees or their designee, including consulting engineers, contractors or other representatives. IN WITNESS WHEREOF, the parties have caused their respective names to be signed hereto on the day of _____ 20____.	
Owner's Signature	Date
Department Representative's Signature	Date

Appendix C

Detention, Quality, or Education Credit Application Form

Owner or Owner's Representative (Contact):	Property Parcel Number:
Property Address:	
Contact Phone Number:	Contact Email:
Mailing Address (if different than property address):	
Credits for Consideration (check all that apply):	
☐ Detention Credit (up to 50%) – Attached: ☐ Supporting Drawings and Calculations ☐ Executed Maintenance Agreement ☐ Maintenance Plan ☐ Executed Right of Entry Form ☐ 25% ☐ 40% ☐ 50% ☐ Quality Credit (up to 25%) – Attached: ☐ Supporting Drawings and Calculations ☐ Executed Maintenance Agreement ☐ Maintenance Plan ☐ Executed Right of Entry Form ☐ 10% ☐ 25% ☐ Education Credit (up to 10%) – Attached: ☐ Description of Education Program (list of education tools used, est. number of students that will complete education) ☐ Stormwater Education Credit Form ☐ Executed Right of Entry Form ☐ 10% ☐ NPDES Permit Credit (up to 10%) – Attached: ☐ Copy of Active State of Tennessee NPDES Permit ☐ Supporting Documents and Inspection Reports ☐ 10%	
This application is to request credit or adjustment to the assigned stormwater user fee for the property at the above location.	
Owner's Signature	Date

Appendix D **Education Credit Form**

Owner or Owner's Representative (Contact):	Property Parcel Number:			
Property Address:				
Contact Phone Number:	Contact Email:			
Mailing Address (if different than property address):				
Applicant must provide adequate documentation to demonstrate to City of Portland Stormwater Department that sufficient focus and instruction upon stormwater management issues and water quality protection are covered in the time frame suggested. Summarize all appropriate documentation in the table below and attach documentation to the application.				
Method and Tools for Stormwater Education	Grade Level(s)	Number of Students Annually	Percent of Total Students	Contact Hours

Appendix E NPDES Credit Form

Owner or Owner's Representative (Contact):	Property Parcel Number:			
Property Address:				
Contact Phone Number:	Contact Email:			
Mailing Address (if different than property address):				
Applicant must provide adequate documentation to demonstrate to the City of Portland Stormwater Department that an Active NPDES permit is on file with the State of Tennessee. Summarize all appropriate documentation in the table below and attach documentation to the application.				
NPDES Permit Number	Effective Date	Expiration Date	Date of Last Inspection	Facility Manager

ORDINANCE

City of Portland, Tennessee

No. 23 – 61

Second Reading

AN ORDINANCE REQUIRING ALL EXISTING FIRE LINES WITHIN THE CITY OF PORTLAND WATER DISTRIBUTION SYSTEM TO BE METERED BY JANUARY 31, 2025

WHEREAS on April 17, 2023, the City of Portland received an Order from the Tennessee Water and Wastewater Financing Board (“the Board”) for excessive water loss in Fiscal Year 2021 and on October 9, 2023 received notification from the Board of another Order for excessive water loss in Fiscal Year 2022; and

WHEREAS, the Board defines water loss as non-revenue water must be less than 40% and water loss is calculated by the total produced and/or purchased minus water sold; and

WHEREAS, the City’s water loss was 41.5% for Fiscal Year 2021 and 42.7% for Fiscal Year 2022; and

WHEREAS it the City is required to lower water loss by TCA §§ 68-221-1009(a)(8)

In the case of public water systems, to investigate public water systems whose water loss as reported in the public water system's audit is excessive as established by rules promulgated by the Board and to require those public water systems to take appropriate actions to reduce water loss to an acceptable level as determined by the Board; and

WHEREAS, all existing fire lines shall be required to install a meter as per the Department of Utilities Standard Detail W-20; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to require all existing fire lines within the City of Portland water distribution system to be metered by January 31, 2025; 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: November 6, 2023

Passed Second Reading:

Ordinance No. 23-61

ORDINANCE

City of Portland, Tennessee

No. 23 – 62

Second Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER’S AGREEMENT WITH STRATTON-TAYLOR BUILDERS, LLC FOR UPSIZING THE EXISTING FOUR (4) INCH WATERLINE ALONG HIGHWAY 259 TO A SIX (6) INCH, LOCATED AT 2098 HIGHWAY 259, TAX MAP 013, PARCELS 24.00, 24.01, 24.02, AND 24.03 IN PORTLAND, TENNESSEE.

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

WHEREAS, the Portland Department of Utilities has approved the Water Capacity Letter (see Exhibit A), stating the Water Systems have capacity for the Stratton-Taylor Builders, LLC Development once improvements are made; and

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

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer’s Agreement for Stratton-Taylor Builders, LLC Development, located at 2098 Highway 259, Tax Map 013, Parcels 24.00, 24.01, 24.02, and 24.03; 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: November 6, 2023

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR STRATTON-TAYLOR BUILDERS, LLC

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2023 by and between Stratton-Taylor Builders, LLC (“DEVELOPER”) and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee (“CITY”).

WHEREAS, the DEVELOPER owns and desires to develop an 11-lot development, located at 2098 Highway 259, Tax Map 013, Parcels 24.00, 24.01, 24.02, and 24.03 in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System does not have capacity for the development and will require improvements specifically for the PROJECT, along with improvement fees, from the Portland Department of Utilities on the **28th** day of **April, 2023** (the “LETTER”). A copy of the Letter is attached to this Agreement as Exhibit A; and

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

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

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

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 1,526 LF of 6” C900 DR14 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, in

accordance with this agreement, including but not limited to obtaining and recording all public utility easements.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

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

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

II. UTILITIES

A. Water Distribution System

a. Improvements to the Water System:

The DEVELOPER shall be financially responsible for all design, permitting, construction, inspections, and testing necessary to install and complete the extension of approximately 1,526 LF of blue six (6) inch DR14 C900 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, along Hwy 259, as per the PDU-approved Construction Plans.

b. Improvement Fees:

The DEVELOPER shall be required to pay **\$19,500** in Water Improvement fees, as stated in Ordinance 23-15.

c. Surety Amount:

A Letter of Credit or cash escrow will be provided in the amount of **\$157,512.50** for the surety, before construction starts. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$23,626.88** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

Developer's payment to the CITY in the amount of (i) **\$19,500** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total SURETY amount of **\$157,512.50** for the PROJECT's utility installation. The PROJECT shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS. The WATER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

IV. VIOLATIONS AND REMEDIES

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

V. BINDING EFFECT

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

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

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____
CITY ATTORNEY

DATE

EXHIBIT A



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

Anita Eade
0 Hwy 259
Portland, TN 37148

Date: 4/28/2023

Re: **WATER CAPACITY LETTER**
0 HWY 259, PORTLAND, TN 37148
SUMNER COUNTY – TAX MAP 013, PARCEL 24.01

Portland Department of Utilities (PDU) has completed its review of your application for water services for the proposed thirteen (13) lot development at the above referenced location. Please see below for the capacity details.

WATER:

The system does have the capacity for thirteen (13) taps once improvements are made. The City's engineering firm ran the hydraulic model and determined once the following improvements are completed, anticipated operating pressures for the development will be 42 -72 psi.

Currently there is a four (4) inch water main along Highway 259. The City's minimum requirement in the County is six (6) inch diameter. PDU will require the existing four (4) inch main to be increased to a six (6) inch water main, along the road frontage of the entire property. This will entail approximately 1,500 LF of six (6) inch DR 14 C900 PVC or Class 350 Ductile Iron pipe and all associated appurtenances. Water improvement fees will be required per lot. Please see the attached invoice for improvement fees.

No approval of any services is indicated. Construction plans will be required to be submitted and approved by PDU for the water main being upsized as stated above. An individual Residential Service Availability Request Form must be completed for each lot within this subdivision once the water line installation is complete and has been accepted by PDU. The fees associated with each lot (i.e. tap, connection fees, etc.) will be determined once that form is filled out and submitted to PDU.

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

As per Resolution 23-45 all fees, rates, and conditions noted in this letter are current as of the date of this letter and are subject to change over time. PDU will hold the fees at the amount stated above for a 12-month period past the date of this letter. After the 12-month period expires, fees are subject to re-calculation and potential increases. You may request an extension of fee status in writing prior to expiration of the 12-month period. PDU will review the request and either deny or grant the request in writing.

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

Sincerely,

Megan Heisler, P.E.
Utilities Engineer
MNHAV001179REV1

ORDINANCE

City of Portland, Tennessee

No. 23 – 63

Second Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER'S AGREEMENT WITH KRISTEN SOUTH FOR UPSIZING THE EXISTING FOUR (4) INCH WATERLINE ALONG S CHURCH ST TO A SIX (6) INCH AND EXTENDING THE WATERLINE WEST ALONG OAK ST, THEN NORTH TO CONNECT TO THE EXISTING SIX (6) INCH ALONG W MAIN ST, LOCATED AT 1005 W MAIN ST (IN MITCHELLVILLE, TENNESSEE). TAX MAP 016C, GROUP A, PARCELS 16.00, 17.00, 18.00, 19.00, AND 20.00 IN PORTLAND, TENNESSEE.

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

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

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

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the Mayor to enter into the attached Developer's Agreement for Kristen South Development, located at 1005 W Main St (Mitchellville, Tn), Tax Map 016C, Group A, Parcels 16.00, 17.00, 18.00, 19.00, and 20.00 in Portland, Tennessee; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 6, 2023

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR SOUTH MITCHELLVILLE DEVELOPMENT

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2023 by and between Kristen South (“DEVELOPER”) and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee (“CITY”).

WHEREAS, the DEVELOPER owns and desires to develop an 8-lot development, located at 1005 W Main St, Tax Map 016C, Group A, Parcels 16.00, 17.00, 18.00, 19.00, and 20.00 in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System does not have capacity for the development and will require fees to be paid for upgrading our System specifically for the PROJECT, along with improvement fees, from the Portland Department of Utilities on the 6th day of **September, 2023** (the “LETTER”). A copy of the Letter is attached to this Agreement as Exhibit A; and

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

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

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

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 600 LF of 6” C900 DR14 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, in accordance with this agreement, including but not limited to obtaining and recording all public utility easements.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

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

property occurs, unless an Assumption Agreement is entered into between the new owners and the CITY, and a new agreement is issued naming the new owners as Developer.

II. UTILITIES

A. Water Distribution System

a. Improvements to the Water System:

The DEVELOPER shall be financially responsible for all design, permitting, construction, inspections, and testing necessary to install and complete approximately 600 LF of blue six (6) inch DR14 C900 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, along S Church St and Oak St, as per the PDU-approved Construction Plans.

b. Improvement Fees:

The water distribution system does have capacity for the PROJECT, but the DEVELOPER shall be required to pay **\$12,000** in Water Improvement fees, as stated in Ordinance 23-15.

c. Surety Amount:

A Letter of Credit or cash escrow will be provided in the amount of **\$67,500.00** for the surety, before construction starts. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$10,125.00** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

B. Sewer Distribution System

a. Improvement Fees:

The water distribution system does have capacity for the PROJECT, but the DEVELOPER shall be required to pay **\$8,000** in Sewer Improvement fees, as stated in Ordinance 23-15.

Developer's payment to the CITY in the amount of (i) **\$12,000** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total SURETY amount of **\$67,500** for the PROJECT's utilities, and (iii) **\$8,000** as the PROJECT's share of the cost of SEWER IMPROVEMENTS. The PROJECT shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS, SURETY, and the SEWER IMPROVEMENTS. The WATER IMPROVEMENTS and the SEWER IMPROVEMENTS are collectively referred to herein as the "IMPROVEMENTS".

IV. VIOLATIONS AND REMEDIES

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

V. BINDING EFFECT

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

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

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____
CITY ATTORNEY

DATE

EXHIBIT A



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

David & Kristen South
1918 Liberty Ln
Gallatin, Tennessee 37066

Date: 9/6/2023

Re: **WATER & SEWER UTILITY SERVICE - RENEWAL NO. 1**
1005 W MAIN ST, SUMNER COUNTY
TAX MAP 016C, GROUP A, PARCELS 16.00, 17.00, 18.00, 19.00, & 20.00

Portland Department of Utilities (PDU) has completed its review of your application for Utility Service (Water & Sewer) for the above referenced location for a proposed eight (8) unit development. Please see below for the capacity of the Water & Sewer System.

WATER:

The system does have the capacity for eight (8) taps once improvements are made. Once improvements are completed, anticipated operating pressures for the development will be around 54 psi.

PDU's minimum requirement outside of City limits is a six (6) inch diameter water main. To service the proposed development, PDU will require the existing four (4) inch main along S Church St to be increased to a six (6) inch water main. Also, to cut down on water loss from flushing dead-ends in our system and to be compliant with Resolution 19-27, the Developer will be required to extend a six (6) inch water main from the intersection of S Church St to the western property line of 1001 Oak St, and to follow along the western property lines of 1001 Oak St and 109 W Main St within a twenty (20) foot public utility easement, tying back into the existing six (6) inch water main along W Main St. This will entail approximately 600 feet of six (6) inch DR 14 C900 PVC or Class 350 Ductile Iron Pipe and all associated appurtenances. The route below is in light blue. The developer will be required to pay the City of Portland water improvement fees per unit as per Ordinance 23-15. Improvement fees must be paid prior to the approval of Construction Plans.



Please note that as per Resolution 23-83, the Council voted to continue issuing water capacity letters beyond known capacity limits recognizing that a letter of available water capacity is based on a snap-shot in time when the water model and/or decision is made, and is not a guarantee of water service at a point in the future when the petitioner may or may not choose to purchase their taps. Resolution 23-45 governs the expiration and renewal capacity letter has been granted, or whether or not a project has already been started but not all water taps have been purchased.

SEWER:

The system does have capacity for the 8-lot development. The Developer will be required to pay the City of Portland Sewer Improvement and Sewer Capacity fees per unit as per Ordinance 23-15. Sewer improvement fees must be paid prior to the approval of Construction Plans. Sewer Capacity fees must be paid with the purchase of the water taps.

Please note that the Developer will need to get with the City of Mitchellville to determine whether there are sewer taps available and what payments will be required by the City of Mitchellville. The City of Portland and Portland Department of Utilities does NOT determine which individuals receive or do not receive sewer taps. Any questions on sewer tap availability, should be directed towards the City of Mitchellville.

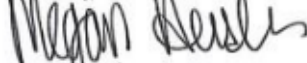
For any utilities the City accepts, the City is required by state law to depreciate all the fixed assets of the utility over a 40-year period. With this project, the total estimated value of the water and sewer installations are \$65,400. Thus, the estimated value must be depreciated annually over the 40-year period. That equated to approximately \$1,635 in additional expenses to the City's annual budget for the next 40 years.

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

This letter states PDU's ability to service the parcel in question. No approval of any services is indicated. Construction plans will be required to be submitted and approved. An individual Residential Service Availability Request Form must be completed prior to the purchase of a water tap for each lot within this subdivision once the water line installation is complete and accepted. This capacity letter shall expire within twelve (12) months of the date of the letter. Please note the taps given by the City of Portland to the City of Mitchellville as per Resolution 22-53 will expire on May 2, 2024. All fees must be paid for prior to expiration.

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

Sincerely,



Megan Heisler, P.E.
MNHAV000926REN1

cc.
PDU Office

ORDINANCE

City of Portland, Tennessee

No. 23 – 64

Second Reading

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A DEVELOPER’S AGREEMENT WITH LESA G. FLEMING OF FLEMING ACRES (GRAVES NORTH LEATH RD) FOR UPSIZING THE EXISTING 4-INCH WATERLINE ALONG HIGHWAY 259 TO AN 6-INCH AND THE EXISTING 2-INCH WATERLINE ALONG NORTH LEATH ROAD TO A 6-INCH, LOCATED AT 0 NORTH LEATH ROAD, TAX MAP 014, PARCELS 35.02 IN PORTLAND, TENNESSEE.

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

WHEREAS, the Portland Department of Utilities has approved the Water Capacity Letter (see Exhibit A), stating the Water Systems have capacity for the Fleming Acres/Graves N Leath Rd Development once improvements are made; and

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

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland authorize the mayor to enter into the attached Developer’s Agreement for Fleming Acres/Graves N Leath Rd Development, located at 0 North Leath Road, Tax Map 014, Parcel 35.02 in Portland, Tennessee; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: November 6, 2023

Passed Second Reading:

DEVELOPER’S AGREEMENT FOR FLEMING ACRES/GRAVES N LEATH RD DEVELOPMENT

CITY OF PORTLAND, TENNESSEE

This Development Agreement (“AGREEMENT”) is made and entered into on this ____ day of _____, 2023 by and between Lesa G. Fleming (“DEVELOPER”) and the City of Portland, Tennessee, a municipality organized and existing under the laws of the State of Tennessee (“CITY”).

WHEREAS, the DEVELOPER owns and desires to develop a 7-lot development, located at 0 North Leath Road, Tax Map 014, Parcel 35.02 in Portland, Tennessee (hereinafter called the "PROJECT"); and

WHEREAS, DEVELOPER has received a letter stating the existing Water System does not have capacity for the development and will require fees to be paid for upgrading our System specifically for the PROJECT, along with improvement fees, from the Portland Department of Utilities on the 10th day of **April, 2023** (the “LETTER”). A copy of the Letter is attached to this Agreement as Exhibit A; and

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

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

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

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

I. GENERAL CONDITIONS

A. Construction Costs

The DEVELOPER shall be responsible for all design, permitting, construction, and inspections necessary to install and complete approximately 1,300 LF of 6" C900 DR14 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, in accordance with this agreement, including but not limited to obtaining and recording all public utility easements.

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

The DEVELOPER and/or Owner agrees that he/she will not transfer the property on which the PROJECT is to be located without first providing the CITY with notice of when the transfer is to occur and who the proposed transferee is, along with address and telephone numbers (except that no notice, consent or other requirement shall apply to the transfer or creation of any security or other interest pursuant to a deed of trust or other Owner financing). If it is the transferee's intention to develop this property in accordance with the agreement, the DEVELOPER agrees to provide the CITY an

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

II. UTILITIES

A. Water Distribution System

a. Improvements to the Water System:

The DEVELOPER shall be financially responsible for all design, permitting, construction, inspections, and testing necessary to install and complete the extension of approximately 1,300 LF of blue six (6) inch DR14 C900 PVC or Class 350 Ductile Iron Pipe, with all associated appurtenances, along Hwy 259 and N Leath Rd, as per the PDU-approved Construction Plans.

b. Improvement Fees:

The water distribution system does have capacity for the PROJECT, but the DEVELOPER shall be required to pay **\$10,500** in Water Improvement fees, as stated in Ordinance 23-15.

c. Surety Amount:

A Letter of Credit or cash escrow will be provided in the amount of **\$135,025.00** for the surety, before construction starts. Any surety for utilities will be kept and renewed each year until the City has inspected and approved the utility. For each year of renewal, there shall be an additional 10% increase added to the surety amount. Once the utility is accepted by the City, a 12-month maintenance surety in the amount of **\$20,253.75** will be held. In the case that the utilities are installed prior to the City signing the Final Plat, the utilities must be tested, approved, and accepted by PDU, which the City of Portland will still require a maintenance surety to be held of the amount above 12 months after PDU's acceptance date or the taps will not be issued.

Developer's payment to the CITY in the amount of (i) **\$10,500** as the PROJECT's share of the cost of WATER IMPROVEMENTS, (ii) a total SURETY amount of **\$135,025** for the PROJECT's utilities. The PROJECT shall satisfy all Developer and Owner obligations with respect to all improvements, including without limitation the WATER IMPROVEMENTS.

IV. VIOLATIONS AND REMEDIES

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

V. BINDING EFFECT

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

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

OWNER

DEVELOPER

TITLE

TITLE

ATTEST:

ATTEST:

TITLE

TITLE

CITY OF PORTLAND (COUNTY OF
SUMNER), TENNESSEE

BY:

MAYOR
APPROVED AS TO FORM:

DATE

BY: _____
CITY ATTORNEY

DATE

EXHIBIT A



CITY OF PORTLAND

UTILITIES DEPARTMENT
100 SOUTH RUSSELL STREET
PORTLAND, TENNESSEE 37148
Telephone 615/323-1437
Email Address: kwhite@cityofportlandtn.gov

Lisa Fleming
729 Fowler Ford Rd
Portland, Tennessee 37148

Revised Date: 4/10/2023

**Re: UTILITY SERVICE REQUEST
WATER
HWY 259 & N LEATH RD, SUMNER COUNTY – MAP 14, PARCEL 35.02**

Portland Department of Utilities (PDU) has completed its review of your application for Utility Service (Water) for the above referenced location for a proposed seven (7) unit development. Please see below for availability of services.

WATER:

The system does have the capacity for seven (7) taps once improvements are made. Once Improvements are completed, operating pressures for the development will average 61-103 psi.

The existing waterline along Hwy 259 and North Leath Rd are both four (4) inch water mains. The City's minimum requirement in the County is six (6) inch diameter. To service the proposed development, PDU will require the existing four (4) inch main to be increased to a six (6) inch water main along the road frontage of Hwy 259 and North Leath Road for the entire property. The total amount of six (6) inch water main is ~1,300 ft. This will entail six (6) inch C900 PVC or Ductile Iron and all associated appurtenances. The developer will be required to pay water improvement fees per unit.

Fire Protection cannot be met. The City of Portland's Water Distribution System is not designed to meet fire demands in the County. Also, all future parcels must have the utility main along the parcels' road frontage to be approved for service. All services must be located on the property being serviced and not more than twenty (20) feet from the public right-of-way. The City does not allow utility services within a private easement. All of this was approved by Resolution 19-27 (Water).

No approval of any services is indicated. Construction plans will be required to be submitted and approved by PDU for the water main being extended as stated above. Also, a legal document (i.e. recorded metes & bounds or recorded Plat) will need to be provided for each lot for PDU to verify that each lot has road frontage, as per Resolution 19-27.

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

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

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

Sincerely,

Kim White

Kim White
KWAV001278REV2

cc.
Bryan Price
Business Office
Megan Heisler
Darlene Baker

ORDINANCE

City of Portland, Tennessee

No. 23 – 44

Second Reading

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

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

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

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

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

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

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

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

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading: August 7, 2023

Passed Second Reading:

DEVELOPMENT AGREEMENT FOR STEVISON HAM COMPANY

CITY OF PORTLAND, TENNESSEE

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

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

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

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

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

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

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

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

I. GENERAL CONDITIONS

A. Construction Costs

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

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

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

B. City Ordinances, Rules and Regulations

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

C. Agreement Not Assignable

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

D. Revocation and Interpretation

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

E. No Oral Agreement

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

F. Separability

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

G. Transferability

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

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

II. UTILITY IMPROVEMENTS

A. Water Distribution System

a. Installation:

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

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

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

b. Surety Amount:

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

III. PUBLIC WORKS IMPROVEMENTS

A. Paving

- a. The DEVELOPER shall install approximately a 300-foot by 30-foot asphalt pavement section that begins at the end of the existing pavement of Stevison Ham Road to the existing concrete drive and parking area on the southside of the site that was completed as part of the 2015 Stevison Ham Plant Expansion. The new asphalt pavement section shall run parallel to the City of Portland's Streets Department. This installation shall be completed within 6 months of this executed agreement.
- b. The DEVELOPER shall install the remainder of the asphalt pavement for the site, as per the approved Construction Plans "2015 Stevison Ham Plant Expansion". This installation shall be completed within 3 years of this executed agreement.
- c. Surety Amount:
The DEVELOPER shall provide a Letter of Credit or cash escrow to the CITY in the amount of \$_____ for the installation of the pavement strip. (Hereinafter called the "PAVEMENT SURETY"). The PAVEMENT SURETY will need to be provided to the CITY within 30 days of this executed agreement. If the Public Works Improvements have not been completed within the installation time period listed above, the CITY shall collect the full amount from the surety provided, along with collecting the full amount from the existing surety that Stevison Ham Company has on file with the CITY and install.

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

IV. VIOLATIONS AND REMEDIES

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

V. BINDING EFFECT

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

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

_____	_____
OWNER	DEVELOPER

_____	_____
TITLE	TITLE

ATTEST:	ATTEST:
---------	---------

_____	_____
-------	-------

_____	_____
TITLE	TITLE

CITY OF PORTLAND (COUNTY OF SUMNER), TENNESSEE

BY:

_____	_____
MAYOR	DATE
APPROVED AS TO FORM:	

BY: _____	_____
CITY ATTORNEY	DATE

ORDINANCE

City of Portland, Tennessee

No. 23 – 73

First Reading

AN ORDINANCE TO ENTER AN AGREEMENT WITH COMMUNITY DEVELOPEMNT PARTNERS, LLC (CDP) TO PROVIDE PROFESSIONAL ADMINISTRATIVE SERVICES FOR THE CITY OF PORTLAND’S TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION (TDEC) AMERICAN RESCUE PLAN ACT (ARPA) COMPETITIVE WATER RESOURCES PROTECTION GRANT

WHEREAS, this project is deemed necessary to ensure the City complies with all administrative requirements of the TDEC ARPA Water Resources Protection Grant; and

WHEREAS, CDP fee shall not exceed \$105,000 which provides the following services; and

Task 1 – Project Files/General Management	\$ 11,000
Task 2 – Reporting and Monitoring	\$ 20,000
Task 3 – Equal Opportunity/Title VI	\$ 5,000
Task 4 – Project Management	\$ 31,000
Task 5 – Financial Management	\$ 25,000
Task 6 – Audit and Closeout	\$ 8,000
<u>Incidentals 5%</u>	<u>\$ 5,000</u>
Total Estimated Fee	\$ 105,000

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Portland to approve the Community Development Partners agreement in the amount not to exceed \$105,000 to provide professional administrative services for the City of Portland’s TDEC ARPA Competitive Water Resources Protection Grant; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

CONSULTING CONTRACT

between

Community Development Partners, LLC

and

City of Portland, Tennessee

THIS CONSULTING CONTRACT, effective on this the ____ day of _____, 2023 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (“CONSULTANT”) and the City of Portland, TENNESSEE (“CLIENT”). This Contract pertains to the TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AMERICAN RESCUE PLAN ACT COMPETITIVE FUNDING (TDEC-ARPA).

Whereas the CLIENT desires to engage the CONSULTANT to render professional administrative consulting services (professional services) and to advise the CLIENT on the CLIENT’S compliance with funding allocated under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the Tennessee Department of Environment and Conservation American Rescue Plan Act Competitive Grant; and the CONSULTANT agrees to provide such professional advice to the CLIENT. Therefore, the CLIENT and the CONSULTANT do mutually agree as follows:

ARTICLE I – SCOPE of SERVICES for ADMINISTRATIVE CONSULTING ASSISTANCE

The CONSULTANT shall provide professional administrative services to the CLIENT, to assist the Client in complying with the ARPA, including, but not limited to, the activities described in Attachment A.

ARTICLE II – TIME for PERFORMANCE

The services to be provided shall commence upon execution of this Contract by both parties and will remain in effect until completion and closeout of TDEC-ARPA activities unless earlier terminated in writing by either party pursuant to Article V(a) or (b).

ARTICLE III – GENERAL PROVISIONS

- a. **Personnel:** The CONSULTANT warrants that it has the professional personnel capable of performing the services as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform these services.
- b. **Subcontracting:** No work or services covered by this Contract shall be subcontracted without the prior consent of the CLIENT. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Contract.
- c. **Access to Materials:** The CLIENT agrees to make available to the CONSULTANT any documents, planning materials, or any other information in its possession or otherwise readily available which has a bearing on the TDEC-ARPA funding for the CLIENT, at no expense to the CONSULTANT.

ARTICLE IV – COMPENSATION and METHOD of PAYMENT

For services rendered under this Contract, the CLIENT agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE I of this Contract). Such payment shall be due upon the presentation of periodic invoices certifying such amounts are due and payable. The total amount to be paid under this section for services and costs shall be One Hundred Thousand Dollars (\$100,000).

ARTICLE V – TERMS and CONDITIONS

- a. **Termination of Contract for Cause/Breach of Contract:** If either party fails to fulfill in a timely and proper manner its obligations under this Contract, or if a party breaches any of the covenants, agreements, or stipulations of this Contract, the non-breaching party shall thereupon have the right to terminate this Contract only if such breach is not cured within ten (10) days from receipt of written notice from the non-breaching party to the breaching party of such breach. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the *CONSULTANT* under this Contract shall, at the option of the *CLIENT*, become the *CLIENT*'s property, and the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents or material or otherwise through the date of termination.
- b. **Termination for Convenience:** The *CLIENT* or *CONSULTANT* may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof at least fifteen (15) days prior to the effective date of such termination. In such case, all finished or unfinished documents and other materials as described in the above clause, shall, at the discretion of the *CLIENT*, become *CLIENT*'S property.

If the Contract is terminated by the *CLIENT* as provided herein, the *CONSULTANT* shall be entitled to receive compensation for any work completed on such documents and materials or otherwise through the date of termination. The *CONSULTANT* shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this Contract, that have been incurred by the *CONSULTANT* during the Contract period and are directly attributable to the uncompleted portion of the services covered by this Contract.

- c. **Changes:** The *CLIENT* may periodically request changes of the *CONSULTANT* in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the *CONSULTANT*'s compensation mutually agreed upon by and between the *CLIENT* and the *CONSULTANT*, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions through a written Amendment to this document.
- d. **Assignability:** The *CONSULTANT* shall not assign any interest on this Contract and shall not transfer any interest in the same without the prior written consent of the *CLIENT*, provided, however, that claims for money by the *CONSULTANT* from the *CLIENT* under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the *CLIENT*.
- e. **Confidentiality:** All of the reports, information, data, etc., given to, prepared, or assembled by the *CONSULTANT* under this Contract are confidential, and the *CONSULTANT* agrees that they shall not be made available to any individual or organization without the prior written approval of the *CLIENT*, subject to applicable legal requirements.
- f. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the *CONSULTANT* in the United States or in any other country. The *CLIENT* shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract.

ARTICLE VI – COMPLIANCE with APPLICABLE LAWS and REGULATIONS

- a. **Regulations:** The CONSULTANT shall comply with applicable laws, regulations, ordinances, executive orders, and codes of the United States Government, the State of Tennessee, and local government(s) with respect to the CONSULTANT's engagement as a consultant to the CLIENT hereunder, including those cited in this Article VI. Without limiting the foregoing, this is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of this Contract, and the CONSULTANT will comply with applicable Treasury policies, procedures, and directives.
- b. **Audits and Inspection/Access to Records/Record Retention:**
 - (1) At any time during normal business hours, the *CONSULTANT* agrees to provide *CLIENT*, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) The CONSULTANT shall retain all such documents, papers and records which are directly pertinent to this Contract for the longer period of either five (5) years following completion of the contracted work and expiration of the Contract or the federally required retention period.
- c. **Title VI Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The *CONSULTANT* shall be in compliance with the *CLIENT*'s Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, or activities.
- d. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.):** This act prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status, or disability.
- e. **Interest of Members of the CLIENT and Other Local Public Officials:** No officer, member, or employee of the *CLIENT*; no member of the local governing body; and no other public official of the governing body of the locality or localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The *CLIENT* shall take appropriate steps to assure compliance.
- f. **Interest of the CONSULTANT:** The *CONSULTANT* covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The *CONSULTANT* further covenants that in the performance of this Contract, no person having any such interest shall be employed.
- g. **Officials Not to Benefit:** No members of or delegate to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof, or to any benefit to arise here from.
- h. **Section 504 of the Rehabilitation Act of 1973, as amended:**

The *CONSULTANT* will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The *CONSULTANT* agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following:

employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to this Act.

- i. **Title II of the Americans with Disabilities Act of 1990, as amended:** This act prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments, instrumentalities, or agencies thereto.
- j. **Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater):** No persons in the United States, based on age, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in receiving Federal financial assistance.
- k. **False Claims Act, 31 U.S.C § 38:** The CONSULTANT acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Contract.
- l. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352:** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

m. **Suspension and Debarment:**

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT'S principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the CLIENT. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE VII – ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the CLIENT, the CONSULTANT shall furnish additional services which are not part of the services described in Attachment A. Under this Contract, all fees and costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CLIENT and the CONSULTANT, and written authorization from the CLIENT to proceed, the CONSULTANT will provide the additional service(s).

ARTICLE VIII – INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor of the CLIENT, and this Contract shall not be construed to create any associate, partnership, joint venture, employment, or agency relationship between the CONSULTANT and the CLIENT for any purpose. The CONSULTANT shall have no authority (and shall not hold itself out as having authority) to bind the CLIENT.

ARTICLE IX – MUTUAL INDEMNIFICATION

To the extent permitted by applicable law, each party (as “Indemnifying Party”) shall indemnify, hold harmless, and defend the other party and its officers, directors, employees, agents, affiliates, and assigns (collectively, “Indemnified Party”) against any and all losses, damages, liabilities, claims, actions, judgments, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys’ fees, that are incurred by Indemnified Party arising out of any breach of any representation, warranty, or covenant made under this Agreement by Indemnifying Party.

IN WITNESS WHEREOF, the *CLIENT* and the CONSULTANT have caused this Contract to be executed by their duly authorized officers and effective on this date first above written.

City of Portland

_____	_____
Mayor	Date
Attest:	

Community Development Partners, LLC

	
_____	_____
President	Date
Attest:	
	

ATTACHMENT A

DETAIL OF ADMINISTRATIVE CONSULTING SERVICES

Name of project: The **City of Portland** Coronavirus State and Local Fiscal Recovery Fund (SLFRF) of the American Rescue Plan Act (TDEC-ARPA Competitive).

Name of person or company providing services:
Community Development Partners, LLC.

TASKS	AMOUNT
1 Project Files/General Management	\$11,000.00
A. Create, complete, and maintain filing system of documentation and data for use of funds	
B. Periodic maintenance/updates	
2 Reporting and Monitoring	\$20,000.00
A. Prepare and coordinate with the City’s staff to submit Performance and Financial Reports as required	
B. Prepare and coordinate with the City’s staff to submit spending plans where required	
C. Provide periodic status report regarding use and status of funds	
D. Maintain electronic and other communications with local, state, and federal entities	
3 Equal Opportunity/Title VI	\$5,000.00
A. Advise on Title IV compliance	
B. DBE Solicitation for competitive bid	
C. On-site poster documentation	

TASKS	AMOUNT
4 Project Management	\$31,000.00
A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual C. Review contracts, requests for payments and other purchasing documents D. Collect, evaluate, and manage programmatic documents and data for each project E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements, and monitor contractors when applicable (does not include inspection services)	
5 Financial Management	\$25,000.00
A. Develop/create tracking system B. Work with the City's staff to track TDEC-ARPA funds C. Coordinate payment set up D. Work with the City's staff to review payment request E. Periodic monitoring of expenditures	
6 Audit and Closeout	\$8,000.00
A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed B. Final Closeout/Performance Reports	
GRAND TOTAL	\$100,000.00

The proposed amount identifies and includes all professional administrative services, expected costs, and expenditures that are deemed necessary to carry out those activities. Periodic invoices shall be submitted on a monthly basis. The cumulative amount invoiced shall not exceed the maximum limit established in this agreement unless otherwise amended.



COMMUNITY DEVELOPMENT
PARTNERS, LLC

November 16, 2023

Bryan Price
Director of Utilities
City of Portland
100 South Russell Street
Portland, TN 37148

RE: Request for Qualifications – Professional Services for Management and Advisement on Tennessee Department of Environment and Conservation American Rescue Plan (TDEC ARP) Competitive Grant

Dear Mr. Price:

Community Development Partners, LLC (CDP) is pleased to provide a statement of qualifications for professional management services in relation to the Tennessee Department of Environment and Conservation American Rescue Plan (TDEC ARP) competitive grant funds. With over 29 years of experience in planning, project development, project management, financial and regulatory compliance across a vast array of federal, state and local funded programs, we are uniquely qualified to provide consultant services for the novel ARPA and COVID-19 relief funded programs.

Community Development Partners, LLC looks forward to the opportunity of working with the City of Portland in the management of your TDEC ARP competitive program funds.

Additionally, attached is a proposed contract. If the City of Portland finds our statement of qualifications and proposed contract acceptable, please execute the contract and return it to us. Should you have any questions or need any additional information, please do not hesitate to contact me at (615) 386-0222, or email: esanders@cdpllc.com.

Sincerely,

Evan Sanders
President

Enclosure



Community Development Partners, LLC

PROJECT **PROPOSAL**

for the City of Portland



Tennessee Department of Environment
and Conservation American Rescue Plan
Competitive Grant (**TDEC ARP
COMPETITIVE CONSULTANT SERVICES**)



Community Development
Partners, LLC

Proposal to Provide TDEC ARP Competitive Grant Consultant Services City of Portland

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TDEC ARP Competitive Grant Consultant Services for the City of Portland

Community Development Partners, LLC (CDP) was formed in 1994. We are approaching our 30th year of providing project development, grant writing, project management, and planning services for city and county governments, nonprofit organizations, and private entities. We are a solid administrative consulting firm with the experience and qualifications necessary to advise the City of Portland on compliance with TDEC ARP requirements for all City TDEC ARP competitive grant activity. CDP is pleased to present a statement of qualifications. We look forward to working with the City of Portland as partners and providing professional services for TDEC ARP.

CAPABILITIES/EXPERIENCE

Program/Project Development Experience

CDP has a very successful track record across the broad spectrum of federal programs: including but not limited to CDBG - (Housing and Urban Development), LPRF and SRF (Environmental Protection Agency), TEP and MULTIMODAL- (Federal Highway Administration), Economic Development Administration, Rural Development Administration, and Health and Human Services projects. CDP has prepared and successfully funded grant and loan projects in multiple states. Experience and knowledge of a variety of programs and funding enable CDP to assist and advise communities with respect to regulation, funding opportunities, and coordination.

Our deep familiarity with project development guides our commitment to work with partners and stakeholders, to generate community-based visions and solutions. Our team closely examines grant and program guidance and communicates across funding agencies, to evaluate project eligibility and make strategic recommendations. Over our decades of service, we have become familiar with a range of engagement strategies and specifically tailor strategies to each community to obtain the broadest and most diverse participation possible. Our range of outreach and engagement activities, combined with a keen eye for adopting federal, state and local guidelines, will support the development of spend plans and projects that meet TDEC ARP requirements.

Program/Project Implementation Experience

CDP has a wealth of experience in project administration. We have been very fortunate to have participated in professional management of over 1,000 projects funded through various agencies. Projects included, master plan, comprehensive plans, expansion and improvements to water, wastewater and electrical utilities, storm drainage, public facilities, community livability, and equipment acquisition.

The CDP team has tested processes based on over 27 years of experience for effective and efficient project implementation that corresponds with state and federal processes. Projects are assigned to a senior project manager; however, a team is formed for all projects to provide expert skills and information. Project managers and support personnel monitor projects from development to close-out. CDP closely examines and monitors program guidance to ensure the proper processes are followed and compliance is at the forefront.

Coordination and communication among key project stakeholders are crucial to successful implementation. CDP is the link between the City and other project consultants like engineers and architects, contractors, vendors, and funding agencies.

PROJECT TEAM

Community Development Partners, LLC is staffed by nine project managers and two technical support staff with extensive experience in the development and administration of federal and state grant and loan programs. Personnel available to assist in the planning, development and management of all aspects of the City of Portland's TDEC ARP funds and projects include:

Mr. Evan Sanders, President

Bachelor of Arts in Business Management
33 years in the planning, development and management of federal, state and local funded programs/projects

Ms. Mattie Cushman, Vice President

Bachelor of Arts in Political Science
Masters Public Policy and Administration
37 years in the planning, development, and management of federal, state and local funded programs/projects

Ms. Sarah Vanoy, Director of Operations

Bachelor of Science in Social Sciences
23 years project and grants management experience

Ms. Laralee Page, Project Manager

Bachelor of Science in
Social Entrepreneurship
11 years of project and grants management experience

Ms. Davina Gurschick, Project Manager

Associates of Science in Pre-Engineering
Associates of Applied Science in Computer Information Systems
16 years project and grants management experience

Mr. Chris Oelgoetz, Project Manager

Bachelor of Arts in Urban Studies
Master of Science in Planning
12 years project and grants management experience and planning

Resumes attached

METHOD OF APPROACH

PROJECT FILES/GENERAL MANAGEMENT

- A. Create, complete, and maintain filing system of documentation and data for use of funds
- B. Periodic maintenance/updates

REPORTING AND MONITORING

- A. Prepare and coordinate with the City's staff to submit Performance and Financial Reports as required
- B. Prepare and coordinate with the City's staff to submit spending plans where required
- C. Provide periodic status report regarding use and status of funds
- D. Maintain electronic and other communications with local, state, federal entities

EQUAL OPPORTUNITY/TITLE VI

- A. Advise on Title VI compliance
- B. DBE Solicitation for competitive bid
- C. On site poster documentation

PROJECT MANAGEMENT

- A. Review sub-recipient, contractor, and eligibility, including suspension and debarment monitoring
- B. Coordinate with the City's staff, technical consultants/engineers to formulate and review front-end bid manual
- C. Review contracts, requests for payments and other purchasing documents
- D. Collect, evaluate and manage programmatic documents and data for each project
- E. For any construction project, assist in establishing applicable labor standards, contractor reporting requirements and monitor contractors when applicable (does not include inspection services)

FINANCIAL MANAGEMENT

- A. Develop/create tracking system
- B. Work with the City's staff to track TDEC-ARP funds
- C. Coordinate payment set up
- D. Work with the City's staff to review payment request
- E. Periodic monitoring of expenditures

AUDIT AND CLOSEOUT

- A. Work with the City's staff to prepare for single audits of expenditures and work with the City's auditors as needed
- B. Final Closeout/Performance Reports

UNDERSTANDING OF REQUESTED SERVICES and EXPERIENCE WITH COMPARABLE MUNICIPALITIES

Our understanding of municipal and county government, state and federal agencies, and the vast federal guidance, regulations, and compliance requirements that accompany federal funds, will help CDP to hit the ground running with providing TDEC ARP competitive grant management services for the City of Portland.

The project administrative services offered by CDP encompasses management and compliance with all aspects for state and federal funds including, but not limited to: uniform administrative requirements, strategic planning; project development and implementation; public input coordination; environmental review record, civil rights, fair housing and equal opportunity; financial management and reporting; uniform property acquisition and relocation act; Davis Bacon and related acts (labor standards); bidding/procurement procedures and award; contract document review; project files set up and maintenance; reporting; coordination of activities with grant partners/stakeholders; close-out activities.

Community Development Partners, LLC staff have worked with numerous communities and non-profit organizations across Tennessee, Mississippi and North Carolina on various planning, utility, public facilities community livability, social services and housing projects. Project familiarity includes all aspects of project development for water, wastewater, drainage, housing, recreation, community facilities, transportation enhancement, energy, and emergency services equipment projects.

Key CDP staff previously worked for the Tennessee Department of Economic and Community Development and were responsible for establishing policies and procedures for implementing federal and state regulations, guidance, and codes, evaluating and prioritizing projects for funding, as well as providing technical assistance and implementation oversight to communities receiving federal funds.

We have a client list of roughly 200 municipalities, counties and utility districts and implement a broad range of state and federal projects and activities.

COMPREHENSIVE CDP CLIENT LIST

CDP has been involved in a wide range of planning projects for clients in the region, including the following:

- Cherokee NC, *Cherokee Master Plan*
- Wilkes County NC, *Cielo Falls Master Plan*
- Sylva NC, *Mill Street Improvements Project and Passive Park Design*
- New Johnsonville TN; *New Johnsonville ADA Self-Evaluation and Transition Plan*
- Harriman TN; *Harriman ADA Self-Evaluation and Transition Plan*
- Rockwood TN; *Rockwood ADA Self-Evaluation and Transition Plan*
- Athens TN; *City of Athens Comprehensive 20-Year Land Use Plan Update*
- Bean Station TN; *Bean Station Wastewater Treatment Master Plan*
- Cumberland Gap TN; *Cumberland Gap Master Plan and Trailhead Development Plan*
- Claiborne Co. TN; *Claiborne County Regional Ten-Year Parks and Recreation Master Plan*
- Campbell Co. TN; *Campbell County Regional 10 Year Parks and Recreation Master Plan*
- Cocke County TN; *Cocke County and City of Newport Regional Ten-Year Parks and Recreation Master Plan*
- Hancock County TN; *Hancock County Parks and Recreation Ten-Year Master Plan*
- McNairy Co. TN; *McNairy County Regional Ten-Year Parks and Recreation Master Plan*
- Huntsville and Oneida, TN; *Huntsville and Oneida Ten-Year Parks and Recreation Master Plan*
- Vonore TN; *Town of Vonore 10-Year Parks and Recreation Master Plan*
- Bradley County TN; *Cleveland, Charleston, and Bradley County Comprehensive Plans*
- Chattanooga TN; *Third to Riverside Area-Wide Plan*
- Bristol VA; *Aquatics Facility Feasibility Study and Master Plan*
- Knoxville TN; *Downtown North Redevelopment Plan*

In addition to the above clients, we have provided project management, development, and project implementation services for the following clients:

City of Asheville	First Utility District	Town of Maury City	City of Trenton
Town of Banner Elk	City of Friendship	City of Maynardville	Town of Trezevant
Town of Murphy	City of Friendsville	City of McEwen	Town of Troy
Town of Sylva	Town of Gadsden	City of McKenzie	Tipton County
Town of Robbinsville	City of Gallaway	McNairy County	Upper E. TN Housing Dev. Agency
Town of Waynesville	Town of Garland	City of Middleton	Union County
Town of Maggie Valley	Town of Gates	City of Milan	Town of Vonore
Haywood County	City of Gatlinburg	Town of Milledgeville	City of Wartburg
Swain County	Town of Gilt Edge	Monroe County	Washington County
Graham County	City of Goodlettsville	City of Moscow	City of Waverly
Cherokee County	Grainger County	Town of Mount Pleasant	Town of White Bluff
Wilkes County	City of Grand Junction	City of Munford	City of White House
Jackson County	Town of Graysville	Nashville/Forest Hills	Williamson County
Eastern Band of Cherokee Indians	City of Greenbrier	National Storytelling Association	City of Williston
Town of Adamsville	Greene County	City of New Johnsonville	Wilson County Civic League
City of Alamo	Town of Halls	City of Newport	Town of Winfield
Town of Atoka	Hancock County	Town of New Tazewell	Alcorn County
City of Bean Station	Hardeman County	City of Nolensville	City of Ashland
City of Bells	Hardin County	Town of Oakdale	Benton County
Benton County	City of Harriman	Town of Oakland	Town of Beulah
Bethel University	Hawkins County	Town of Obion	Town of Booneville
Town of Bethel Springs	Haywood County	Obion County	Town of Burnsville
City of Blaine	City of Henderson	Town of Oliver Springs	Town of Centreville
City of Bolivar	Hendersonville Utility District	Town of Oneida	Town of Coldwater
Town of Brighton	City of Hendersonville	Town of Pegram	Town of Crosby
Brownsville Housing Authority	Town of Henning	Town of Pittman Center	Town of Crowder
City of Brownsville	Hosanna	City of Plainview	Town of Falkner
Town of Bruceton	Humboldt Utilities	Town of Pleasant View	Town of Farmington
City of Camden	Humphreys County	City of Puryear	Town of Glen
Carroll Co. Watershed Auth.	Town of Huntingdon	Town of Ridgely	Town of Gloster
Town of Caryville	Huntingdon Industrial Board	City of Ripley	City of Hernando
Cheatham County	City of Huntsville	City of Rives	Town of Jumpertown
Chester County	City of Jackson/Madison County	Town of Rogersville	Town of Marietta
City of Church Hill	Jackson Energy Authority	Town of Rossville	Town of Merigold
City of Clarksburg	City of Jellico	Town of Rutledge	City of Pope
City of Clifton	Town of Jonesborough	City of Samburg	Town of Renova
Cocke County	City of Kingston	Scott County	City of Rienzi
Town of Collierville	Town of Kingston Springs	Town of Selmer	Town of Senatobia
City of Covington	City of LaFollette	Sevier County	Town of Snowlake
Crockett County	Lake County	City of Sevierville	City of Southaven
City of Crossville	Lauderdale County	Town of Somerville	TN Valley Community Development
Town of Dandridge	City of Lebanon	City of South Fulton	Town of Tishomingo
Decatur County	City of Lenoir City	SW TN Human Resource Agency	Town of Walnut
Dyer County	City of Lexington	City of Springfield	Town of Woodville
City of Dyersburg	City of Loudon	Town of Stanton	Wilson County
Town of Enville	City of Luttrell	Sumner County	
City of Fairview	City of Martin	City of Sunbright	
Fayette County	Martin Housing Authority	Town of Tazewell	
City of Fayetteville	Town of Mason	Town of Tellico Plains	
Williamson County Housing Partnership	Hope Opp. and People Enterprises, Inc.		

REFERENCES

Community Development Partners, LLC has worked with multiple Cities, Counties, State and Federal Agencies. The persons that are most acquainted with the experience and expertise of Ms. Cushman, Mr. Sanders, and the staff of Community Development Partners, LLC are listed below. Please do not hesitate to contact any of these references.

TENNESSEE

Mr. Scott Ball
City of Dyersburg
425 West Court Street
Dyersburg, Tennessee 38025 (731) 288-7610

Mr. David Bolling
City of Kingston
900 Waterford Place
Kingston, Tennessee 37763 (865) 376-6584

Mr. Terry Sweat
City of LaFollette
207 South Tennessee Ave
LaFollette, Tennessee 37766 (423) 562-4961

MISSISSIPPI

Mayor Judy Ramey
Town of Marietta
P.O. Box 88
Marietta, Mississippi 38856 (662) 728-9320

Mayor James F. Tennyson
Town of Tishomingo
P.O. Box 70
Tishomingo, MS 38873-0070 (662) 438-6402

Mayor Vicki Skinner
Town of Walnut
P.O. Box 540
Walnut, Mississippi 38683-0540 (662) 223-4405

Questions or requests for additional information, should be directed to William Evan Sanders:

Community Development Partners, LLC
P.O. Box 210437
Nashville, TN 37221
(615) 386-0222
esanders@cdpllc.com



Evan Sanders, President

November 15, 2023

Date

ATTACHMENT

COMMUNITY DEVELOPMENT PARTNERS, LLC PROJECT TEAM RESUMES

EVAN SANDERS, President

Education	Bachelor of Arts in Business Administration Birmingham-Southern College
Employment	President Community Development Partners, LLC 1994 – present Public Systems, Inc. 1990 – 1994 Grant Analyst TN Dept. of Economic & Community Development 1988 – 1990

Relevant Experience

Community Development and Enhancement Programs

Experienced in multiple federal and state program areas, including Community Development Block Grant Program (CDBG), HOME Program, State Revolving Loan Fund, Local Parks and Recreation Fund, Economic Development Administration, Tennessee Department of Transportation, and Rural Development Administration Programs.

Responsible for rating and ranking Community Development Block Grant (CDBG) applications, providing technical assistance to small cities receiving CDBG funds, monitoring regulations, and assisting with CDBG workshops on application preparation and grant administration while working at the Tennessee Department of Economic and Community Development. Provided technical assistance and project representation to numerous elected officials; administration and engineering firms; and various development districts throughout Tennessee.

Fasttrack Infrastructure Development Program (FIDP)

Served as the FIDP labor compliance specialist for the Tennessee Department of Economic and Community Development. Worked with FIDP grant preparation, program administration, and program activities through close-out.

Home Investment Partnership Program (HOME)

Prepared and successfully funded projects since the inception of the HOME program. Assisted in the implementation of these funded HOME projects.

MATTIE CUSHMAN, Vice President

Education

Master of Public Administration
Mississippi State University

B.A. Political Science

Mississippi State University

Employment

1994 – present

Vice President
Community Development Partners, LLC

1992 – 1994

Senior Project Manager
Public Systems, Inc.

1987 – 1992

Grant analyst
Tennessee Dept. of Economic and Community Development

1986 – 1987

Grant analyst
Tennessee Dept. of Human Services.

1984 – 1986

Program Review Administrator
Mississippi Dept. of Economic and Community Development

Relevant Experience

Community Development and Enhancement Programs

Has a thorough understanding of the regulations that govern programs administered by CDP. Manage all aspects of the community development related programs, including the Community Development Block Grant Program (CDBG), State Revolving Loan Fund, Local Parks and Recreation Fund, Tennessee Department of Transportation, and Rural Development Administration Programs.

Assisted in developing criteria for rating projects to determine suitability for funding, and ranking CDBG applications. Experienced in administering the Davis-Bacon Wage Act; providing technical assistance for industrial as well as community development projects; consulting with elected officials, engineering and administration firms, and industry officials; managing infrastructure, industrial development, and housing projects.

Management of 11 disaster recovery projects in compliance with state, federal and municipal policies, procedures and guidelines.

Davis Bacon Labor Standards – Contract

Managed a contract with the Tennessee Housing Development Agency for the provision of Davis Bacon Labor Standards oversight and reviews for Tax Credit Assisted Projects.

SARAH D. VANOY, Director of Operations

Education Bachelor of Science in Social Sciences
Belmont University

Employment Project Manager
Community Development Partners, LLC
2000 – present

Relevant Experience

Community Development and Related Programs

Trained extensively in state and federal regulatory requirements, including intense training in fair housing, labor standards, and environmental review. Some of training programs completed include:

Davis-Bacon & Related Acts – Revisiting Federal Labor Regulations in the New Millennium, presented by ICF Consulting for Indiana Association for Community Economic Development.

Environmental and Historic Reviews – sponsored by Indiana Association for Community Economic Development.

2009 Tennessee Fair Housing Matters Conference – sponsored by the Tennessee Human Rights Commission

2008 Tennessee Fair Housing Matters Conference – sponsored by the Tennessee Human Rights Commission

Landlord and Tenant Law

Local Public Agency Workshop – sponsored by the TN Dept. of Transportation
Solving Water Intrusion and Mold Problems in Tennessee

LARALEE PAGE, Project Manager

Education

Bachelor of Science in Social Entrepreneurship
Belmont University

Employment

Project Manager
Community Development Partners, LLC
2012 – present

Relevant Experience

Community Development Block Grant Program

Trained in state and federal regulatory requirements. Knowledgeable in application preparation, Davis-Bacon and related acts, state monitoring, financial management and grant implementation. Assisted in the environmental reviews and acquisition processes.

Tennessee Department of Transportation Local Programs

Assisted in development and implementation of Transportation Enhancement (TEP), Transportation Alternatives (TA), and Multimodal Access (MA) projects. Obtained Local Government Guidelines Certification, Right-of-Way Certification, and Construction Engineering Inspection training certificate. Responsible for application preparation, project management, financial management, Davis-Bacon, and local programs compliance.

Tennessee Department of Environment and Conservation Local Parks and Recreation Fund Program

Assisted in the development, preparation, and successful funding of LPRF projects. Well versed in LPRF guidelines, requirements, and procedures. Responsible for financial management, project management, and grant compliance.

Other Related Programs

Extensive experience with the implementation of Rural Development and State Revolving Loan Fund projects. Responsible for preliminary funding agency inquiry, application preparation, loan package preparation, financial management, and project management.

DAVINA GURSCHICK, Project Manager

Education

Associates of Science – Pre-Engineering
Associates of Applied Science – Computer Information Systems
Jackson State Community College

Employment

2014 – present	Project Manager Community Development Partners, LLC
2012 – 2014	Engineering Assistant TLM Associates, Inc. / Jackson, Tennessee
2001 – 2012	Office Administrator / Pretreatment Coordinator / IT manager J. R. Wauford & Company, Consulting Engineers, Inc.

Relevant Experience

Community Development Block Grant Program

Trained in state and federal regulatory requirements. Knowledgeable in application preparation, Davis-Bacon & related acts, state monitoring, financial management, and grant implementation. Assisted in the environmental reviews and fair housing requirements.

Tennessee Department of Transportation (TDOT) Local Programs

Assisted in the development and implementation Transportation Enhancement (TEP), Transportation Alternatives (TA), and Multimodal Access (MA) projects. Obtained Local Government Guidelines Certification; Right-of-Way Certification; Construction Engineering Inspection Training Certificate; and TDOT Materials and Test Division Concrete Field Certification. Responsible for application preparation, project management, financial management, Davis-Bacon and local programs compliance.

Other Related Programs

Ms. Gurschick also has experience with the implementation of Rural Development, State Revolving Loan Fund (SRF) and Fasttrack Infrastructure Development (FIDP) projects. Responsible for preliminary funding agency inquiry, application preparation, loan package preparation, financial management, and project management.

CHRIS OELGOETZ, Project Manager

Education

Master of Science in Planning
University of Tennessee

Bachelor of Arts in Urban Studies
University of Tennessee

Employment

2016 – present

Project Manager
Community Development Partners, LLC

2011 – 2016

Project Planner / Project Manager
BPR, LLC / Knoxville, Tennessee

Relevant Experience

Tennessee Housing Development Agency (THDA) HOME Program

Managed and assisted of over a dozen HOME programs over the course of eight years. These programs consist of the rehabilitation of single-family, owner-occupied homes of low-income families. Responsible for application preparation; completing environmental review statutory checklists; conducting public meetings; adhering to all laws outlined in the project manual and in policies and procedures; coordinating rehabilitation efforts between inspectors, risk assessors, homeowners and clients; completing pay requests and project close out.

Community Development Block Program

Assisted in the administration of CDBG programs for eight years. Duties included application preparation, environmental reviews, preparation of bid packages, employee interviews, payroll review, financial management, and fair housing requirements.

Davis Bacon Labor Standards – Contract

Assisted in the management of a contract with the Tennessee Housing Development Agency to provide labor standards services for developments of multi-million dollar tax credit assisted multi-family housing units.

Other Related Programs

Mr. Oelgoetz also has experience managing and assisting in the management of a variety of grant funded projects, including programs under the Economic Development Administration, the Environmental Protection Agency, and the Tennessee Department of Economic and Community Development.

ORDINANCE

City of Portland, Tennessee

No. 23 – 69

First Reading

**AN ORDINANCE CREATING A JOB POSITION AS UTILITY INSPECTOR I
FOR THE CITY OF PORTLAND DEPARTMENT OF UTILITIES**

WHEREAS, the Department of Utilities deems it necessary to develop a position as Utility Inspector I; and

WHEREAS, the Department of Utilities has prepared a job description for the position as Utility Inspector I which will report directly to the Head Utility Inspector; and

WHEREAS, after review for this job position, a completed job description has been submitted for adoption by the City Council; and

NOW, THEREFORE BE IT ORDAINED by the Mayor and Board of Alderman of the City of Portland, Tennessee that a job description for Utility Inspector 1 is hereby adopted as presented; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading:

UTILITY INSPECTOR I

JOB DESCRIPTION CITY OF PORTLAND

Position Title:	Utility Inspector I		Reports To:	Head Utility Inspector		
FLSA Status	Non-Exempt		Department:	PDU		
Revision Dates(s)		EEO Class	Skilled Craft Workers		Job Level	112

Sign, Date and Return to HR: *Please sign the Job Description Acknowledgement at the end of the job description & return the signed Job Description to Human Resources with the balance of your new-hire packet sign-off sheets.*

JOB SUMMARY: Employees in this class are under the supervision of the Head Utility Inspector. The work to be performed is to inspect gas, water & sewer line construction to ensure compliance with municipal requirements, specifications, and contracts. Duties also include support services for other employees in the entire utilities department. Instructions are somewhat general, though occasionally, the employee may need to consider different courses of action or deviate from standard operating procedures to get the job done. The Head Utility Inspector will check work as it is being done, and review completed work. The employee will routinely operate a light duty vehicle, a generator, leak detector, pipe and valve locators, and hand tools such as shovel, hoe, rake, wrenches, etc.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. *Other duties may be assigned. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions*

- Assist the Head Utility Inspector in monitoring and maintaining water quality of the water system.
- Administers the flushing program (creating and adjusting according to system data) for the distribution system in order to keep the system in compliance with the State of Tennessee.
- Maintains chlorine residual in the system
- Programs, maintains and operates permanent and temporary auto flushers
- Documents all data in the flushing app
- Informs supervisors of blow offs, valves and hydrants that need to be repaired or replaced.
- inspect gas, water & sewer lines construction to ensure compliance with municipal requirements.
- Inspect utility & related construction projects for compliance with plans, specifications, and standards.
- Perform backflow device inspections, as assigned.
- Perform grease trap & grease interceptor inspections as part of City's FOG Program, as assigned.
- Performs other related duties, as assigned.

QUALIFICATION REQUIREMENTS: *To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Knowledge of materials and equipment used in the installation, maintenance and repair of water mains, service lines, fire hydrants and water valves.
- Knowledge of occupational health and safety precautions;
- Ability to meet the physical demands of the job and pass post-offer, pre-employment physical, drug screen and background check;
- Ability and basic skills to use and operate the necessary machinery, tools and equipment to perform the job;
- Ability to read, understand, and follow both verbal and written instructions;
- Ability to read water meters and maps;
- Ability to inspect gas, water & sewer line construction;
- Ability to work under extreme weather conditions and for extended periods of time;
- Ability to establish and maintain effective working relationships with other employees and customers;
- Ability to maintain acceptable work performance and attendance record;
- Good communication skills;
- Ability to keep a good rapport with contractors and developers during inspection;

EDUCATION and/or EXPERIENCE:

- High School Diploma, or GED;
- 5+ years of work experience; in Utilities field: working outdoors and with hand tools;

UTILITY INSPECTOR I JOB DESCRIPTION CITY OF PORTLAND

Position Title:	Utility Inspector I	Reports To:	Head Utility Inspector		
FLSA Status	Non-Exempt	Department:	PDU		
Revision Dates(s)		EEO Class	Skilled Craft Workers	Job Level	112

Sign, Date and Return to HR: *Please sign the Job Description Acknowledgement at the end of the job description & return the signed Job Description to Human Resources with the balance of your new-hire packet sign-off sheets.*

LICENSES & CERTIFICATIONS:

- Valid driver's license
- Cross Connection Certification Required – or must be obtained within 12 months.

PHYSICAL DEMANDS: *The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

The employee is regularly required to see, talk and hear and perform the physical activities marked below.

Activity		Check 1 column for Frequency of Occurrence		
Check Applicable Activities		Occasionally < 1/3 of the time	Frequently 1/3–2/3 of the time	Regularly >2/3 of the time
X	Standing		X	
X	Walking		X	
X	Climbing: Stairs &/or Ladders	X		
X	Sitting	X		
X	Balancing	X		
X	Bending/Stooping/Kneeling		X	
X	Twisting	X		
X	Squatting	X		
X	Grasping/Squeezing	X		
X	Repetitive movements w/hands	X		
X	Reaching/working overhead	X		
X	Lift &/or carry up to 25 lbs.; Occasionally up to 75 lbs	X 75 lbs.	X 50 lbs.	X 25 lbs.
X	Push &/or pull up to 25 lbs. Occasionally up to 75 lbs.	X 75 lbs.	X 50 lbs.	X 25 lbs.

WORK ENVIRONMENT: *The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work is generally performed outdoors, and the employee will be exposed to extreme weather conditions, sharp tools, and dangerous machinery with moving parts, excessive noise, dirt and dust. The employee may be exposed to fumes, chemicals or toxic substances. Employee must wear required Personal Protective Equipment (PPE).

Job Description Acknowledgment: I understand that **this job description is not a contract of employment** between the City of Portland and me. Also, I understand that my duties may not be limited to those duties written in the job description, and that the City of Portland may assign other duties as needed. I have received a copy of the Utility Inspector I job description, have read it, and understand the essential functions of the role. By signing below, I acknowledge that I can perform the essential functions of the Utility Inspector I job as it is described in the job description above.

Employee Name (Please Print): _____ Date: _____

Employee Signature: _____

Date (Employment, Transfer, Revised Job Description): _____

Sign and date job description. Make a copy for your records. Email to hjohnson@cityofportlandtn.gov

ORDINANCE

City of Portland, Tennessee

No. 23 – 72

First Reading

AN ORDINANCE TO RESCIND AND REPLACE ORDINANCE 21-59 TO BEGIN A NEW FIRE LINE BILLING STRUCTURE FOR ALL DEDICATED FIRE LINES

WHEREAS, the City of Portland deems it necessary to bill for all fire lines within the water distribution system; and

WHEREAS, after recommendation from the August 4, 2021 and October 6, 2021 AdHoc Committee Meetings, the City shall set forth the following billing structure; and

WHEREAS, all metered fire lines shall be billed at the domestic prevailing rate for the business; and

WHEREAS, all unmetered fire lines shall be billed at the flat monthly fee listed below until January 31, 2025. These fees shall be adjusted as per the prevailing rates; and

FIRE LINE DIAMETER	PROPOSED FEE (per month)
2"	\$28.05
4"	\$30.10
6"	\$46.66
8"	\$72.32
10"	\$112.09

WHEREAS, all unmetered fire lines shall be billed at the flat monthly fee listed below effective February 1, 2025. These fees shall be adjusted as per the prevailing rates; and

FIRE LINE DIAMETER	PROPOSED FEE (per month)
2"	\$200.00
4"	\$400.00
6"	\$600.00
8"	\$800.00
10"	\$1,000.00

WHEREAS, after careful consideration the City Council recommends fire lines shall be billed as listed above; and

NOW, THEREFORE BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Portland to approve a Fire Line Billing Structure for all dedicated Fire Lines; and

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

Mayor Mike Callis

Attest: Rachel Slusser, City Recorder

Passed First Reading:

Passed Second Reading

RESOLUTION

City of Portland, Tennessee

No. 23 - 102

A RESOLUTION AUTHORIZING THE BILLING OF ANY UTILITY WITHIN THE CITY OF MITCHELLVILLE TO BE CALCULATED AT THE OUTSIDE CITY RATE

WHEREAS, the City of Mitchellville has continued to grow and seek more utility capacity and service from the City of Portland; and

WHEREAS, the City of Portland deems it necessary to reclassify all utilities it provides to the City of Mitchellville as Outside City Services for billing purposes; and

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Alderman of the City of Portland that all utility rates within the City of Mitchellville be calculated at the Outside City Rate beginning with January 1, 2024 usage; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION
City of Portland, Tennessee
No. 23 – 103

A RESOLUTION AUTHORIZING THE APPROVAL OF WATER IMPROVEMENTS FOR ELEVEN (11) WATER TAPS FOR THE EADE WATERLINE DEVELOPMENT, LOCATED AT 2092 HWY 259, TAX MAP 013, PARCELS 024.00, 024.01, 024.02 & 024.03 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has been petitioned by the developer, Stratton-Taylor Builders, LLC, to install 6-inch water main, along Hwy 259, and paying water improvement fees for an eleven (11) lot development, located on Tax Map 013, Parcels 024.00, 024.01, 024.02, & 024.03. This will consist of a total of eleven (11) water taps; and

WHEREAS, the Petitioner shall be responsible for all engineering and construction costs associated with the improvements listed above for the project, all required appurtenances, and what was agreed upon in the *Development Agreement for Stratton-Taylor Builders, LLC*, Ordinance 23-62; and

WHEREAS, after the water mains are installed and accepted by the City, the Developer shall pay the City of Portland all applicable fees as per Ordinance 23-15 for the water taps on the eleven (11) lot development; and

WHEREAS, if the Developer's Agreement is not signed by the Developer within ninety (90) days of this tap approval, this tap approval shall be null and void. If the Developer's Agreement has been signed by the Developer, this tap approval shall expire two (2) years from the approval of this Resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the expense of said sewer and water main extensions shall be paid by the Petitioner and shall be installed in accordance with state and city specifications. The Portland Department of Utilities (PDU) will assume ownership of all installations and extensions when completed and approved by PDU; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 23 – 104

A RESOLUTION AUTHORIZING THE APPROVAL OF WATER IMPROVEMENTS FOR SEVEN (7) WATER TAPS FOR THE FLEMING ACRES DEVELOPMENT, LOCATED AT THE INTERSECTION OF NORTH LEATH ROAD & HIGHWAY 259, TAX MAP 014, PARCEL 035.02 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has been petitioned by the developer, Lesa G. Fleming, to install 6-inch water main, along Hwy 259 and N Leath Rd, and paying water improvement fees for a seven (7) lot development, located on Tax Map 014, Parcel 035.02. This will consist of a total of seven (7) water taps; and

WHEREAS, the Petitioner shall be responsible for all engineering and construction costs associated with the improvements listed above for the project, all required appurtenances, and what was agreed upon in the *Developer's Agreement for Fleming Acres/Graves N Leath Rd Development*, Ordinance 23-64; and

WHEREAS, after the water mains are installed and accepted by the City, the Developer shall pay the City of Portland all applicable fees as per Ordinance 23-15 for the water taps on the seven (7) lot development; and

WHEREAS, if the Developer's Agreement is not signed by the Developer within ninety (90) days of this tap approval, this tap approval shall be null and void. If the Developer's Agreement has been signed by the Developer, this tap approval shall expire two (2) years from the approval of this Resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the expense of said sewer and water main extensions shall be paid by the Petitioner and shall be installed in accordance with state and city specifications. The Portland Department of Utilities (PDU) will assume ownership of all installations and extensions when completed and approved by PDU; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

Resolution No. 23-104

RESOLUTION

City of Portland, Tennessee

No. 23 – 105

A RESOLUTION AUTHORIZING THE APPROVAL OF WATER IMPROVEMENTS FOR EIGHT (8) WATER TAPS FOR THE SOUTH MITCHELLVILLE DEVELOPMENT, LOCATED AT 1005 WEST MAIN STREET, TAX MAP 016C, GROUP A, PARCELS 16.00, 17.00, 18.00, 19.00, & 20.00 IN PORTLAND, TENNESSEE.

WHEREAS, the City of Portland, Tennessee has been petitioned by the developer, Kristen South, to install 6-inch water main from the intersection of S Church St and Hwy 259 to Oak St and looped back around to Hwy 259 and paying water improvement fees for an eight (8) lot development, located on Tax Map 016C, Group A, Parcels 16.00, 17.00, 18.00, 19.00, & 20.00. This will consist of a total of eight (8) water taps; and

WHEREAS, the Petitioner shall be responsible for all engineering and construction costs associated with the improvements listed above for the project, all required appurtenances, and what was agreed upon in the *Development Agreement for South Mitchellville Development*, Ordinance 23-63; and

WHEREAS, after the water mains are installed and accepted by the City, the Developer shall pay the City of Portland all applicable fees as per Ordinance 23-15 for the water taps on the eight (8) lot development; and

WHEREAS, if the Developer's Agreement is not signed by the Developer within ninety (90) days of this tap approval, this tap approval shall be null and void. If the Developer's Agreement has been signed by the Developer, this tap approval shall expire two (2) years from the approval of this Resolution; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland that the expense of said sewer and water main extensions shall be paid by the Petitioner and shall be installed in accordance with state and city specifications. The Portland Department of Utilities (PDU) will assume ownership of all installations and extensions when completed and approved by PDU; and

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

Mike Callis, Mayor

Attest: Rachel Slusser, City Recorder

Approved this day of

RESOLUTION

City of Portland, Tennessee

No. 23 – 106

A RESOLUTION TO ENTER AN AGREEMENT WITH OHM ADVISORS TO PROVIDE GPS COLLECTION SERVICES FOR THE MASONS TANK 12-INCH CONNECTOR PROJECT

WHEREAS, this project is deemed necessary to provide as-builts for the new Masons Tank Connector water line project; and

WHEREAS, OHM Advisors fee shall not exceed \$10,000; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve the OHM Advisors agreement in the amount not to exceed \$10,000 to provide GPS Collection services for the Masons Tank 12-Inch Connector Project; 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 of

RESOLUTION

City of Portland, Tennessee

No. 23 – 107

A RESOLUTION TO ENTER AN AGREEMENT WITH OHM ADVISORS TO PROVIDE STREAM GAUGE SUPPORT SERVICES FOR THE CONTINUED HYDROLOGIC MODELING OF WEST FORK DRAKES CREEK

WHEREAS, this project is deemed necessary as part of our Raw Water Feasibility Study to continue to monitor the flow in West Fork Drakes Creek so that the City may use this data to obtain a new permit for our raw water intake; and

WHEREAS, OHM Advisors fee shall not exceed \$32,500 which provides the following services; and

Task 1 – Meter Maintenance	\$ 25,000
<u>Task 2 – HydrometCloud Service/Rental Equipment</u>	<u>\$ 7,500</u>
Total Estimated Fee	\$ 32,500

NOW, THEREFORE BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Portland to approve the OHM Advisors agreement in the amount not to exceed \$32,500 to provide Stream Gauge Support services for the continued Hydrologic Modeling of West Fork Drakes Creek; 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 of