



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
AUGUST 21, 2024, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
AUGUST 21, 2024, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. Special Presentation - Brandon Taylor, KCI Technologies, Inc. to present a Proposal for final design and construction engineering services for the Belle Meade Boulevard Pedestrian Safety Improvement Project

IV. MINUTES - pg 7

Consideration of the minutes from the Board of Commissioners Meeting held July 17, 2024

Attachment: [BoC Minutes July 17 2024.pdf](#)

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V. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 13

Attachment: [July Public Works Report.pdf](#)

B. Approve the purchase of stone repair services from Anthony Stone Masonry Company totaling \$9,500 - Nathan McVay pg 19

Attachment: [Public Works - Memo - Stone Repairs.pdf](#)

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VI. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams pg 21

Attachment: [PD Monthly Report - combined July 2024.pdf](#)

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2. Approve Surplus Property, one patrol vehicle, from the Belle Meade Police Department valued at \$6,500 - Chief Williams pg 27

Attachment: [MEMO for Surplus Property-Unit 1712.pdf](#)

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B. Health and Sanitation

1. Monthly Reports - Nathan McVay pg 29

Attachment: [4 Sewer Service Calls - July 2024.pdf](#)

Attachment: [July TN One Calls Report.pdf](#)

2. Approve the purchase of telemetry units from WASCON Sales and Service, totaling \$98,924.00, to improve the City's sewer system with support from a grant award from the Tennessee Department of Environment and Conservation (TDEC) - Nathan McVay pg 33

Attachment: [Memo -TDEC Grant PDC4 purchase w attachments.pdf](#)

Attachment: [E-One Sentry Advisor.pdf](#)

3. Approve a Professional Services Agreement with LDA Engineering for the City of Belle Meade Sewer Asset Management Plan Project, supported by a grant from the Tennessee Department of Environment and Conservation (TDEC) - Jennifer Moody pg 43

Attachment: [Memo - LDA Agmt.pdf](#)

Attachment: [City of Belle Meade Asset Management Contract 8.21.2024.pdf](#)

Attachment: [LDA Executed Cost Proposal 07172024.pdf](#)

Attachment: [BelleMeade Project Schedule 11x17 2024.07.25.pdf](#)

4. Approve and ratify the Mayor's signature on a 10-year Wholesale Customer Agreement, effective October 1, 2024, with Metro-Nashville Water Department for the transportation and treatment of flow from the Belle Meade sewer utility- Jennifer Moody pg 63

Attachment: [Agenda Memo - Wholesale Rate Agreement 2024 w attachments.pdf](#)

C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego pg 105

Attachment: [Planning and Zoning - JULY 2024 Report.pdf](#)

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2. Approve a Professional Services Agreement with Barge Civil Associates, not to exceed \$11,500, for updates to the City of Belle Meade Zoning Map - Mary Samaniego pg 113

Attachment: [Memo - Update Zoning Map.pdf](#)

Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

Attachment: [Part Exec REVISED 2024 Zoning Map Upd 8-7-24-2.pdf](#)

3. Approve an Annual Activity Permit for Kehilla High School to operate on the premises of the Temple - Mary Samaniego pg 119

Attachment: [Activity Permit Request_Kehilla High School - BOC.pdf](#)

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D. Waste Collection - No Matters

E. Beautification/ Landscape

1. Monthly report - Laura Katherine Wood at meeting
2. Approve a Proposal from Landscape Services Inc., totaling \$3,600, for October watering services in addendum to the annual maintenance contract - Jennifer Moody pg 125

Attachment: [Watering October 2024- 68764.pdf](#)

F.City Communications and Technology - Jennifer Moody at meeting

VII.ADMINISTRATION

A.City Manager Reports - Jennifer Moody pg 127

Attachment: [2024_08_Memo_Grant_Projects.pdf](#)

Attachment: [CM_Complaint_Log_monthly_report_8_21_2024.pdf](#)

1. Approve a Professional Services Agreement with KCI Technologies, not to exceed \$330,470, for engineering services for the Belle Meade Boulevard Pedestrian Safety Improvement Project - Jennifer Moody pg 131

Attachment: [Memo - Professional Services Agmt.pdf](#)

Attachment: [Proposal - Design -Belle Meade Blvd Pathway.pdf](#)

Attachment: [Belle Meade Pedestrian Path Planning Level Cost Estimate.pdf](#)

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Finance - Leigh Mills

1. Approve a software purchase with Local Government Corporation for their Nextgen-City Property Tax application, initial cost of \$4,198.50 and annual recurring use and support fee of \$5,576.00, to improve annual property tax billing - Leigh Mills pg 151

Attachment: [Memo_NextGen_Property_Tax_004_.pdf](#)

Attachment: [LGC_Proposal_for_Nextgen_Property_Tax_app.pdf](#)

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2. Financial Statements - June 2024 pg 159

Attachment: [Monthly_Financial_Reports_combined.pdf](#)

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3. Investment Schedules - July 2024 pg 171

Attachment: [Investments_combined_July_2024.pdf](#)

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4. Approval of Invoices Over \$5,000 pg 175

1) JR and Associates (week 2 - Creek Debris Removal)	\$ 17,240.00
2) JR and Associates (week 3 - Creek Debris Removal)	\$ 17,128.00
3) JR and Associates (week 4 - Creek Debris Removal)	\$ 16,680.00
4) JR and Associates (week 5 - Creek Debris Removal)	\$ 16,680.00
5) JR and Associates (week 6 - Creek Debris Removal)	\$ 17,184.00
6) Gibbs Brothers Construction (infrared street repairs) 50	\$ 6,034.
7) Wascon, Inc. (Sewer Fund)	\$ 8,555.28
8) CEC (monthly bill for engineering review)	\$6,159.37

Attachment: [Invoices over 5K.pdf](#)

B.Facilities - No Matters

C.Human Resources / Personnel - Jennifer Moody at meeting

Supplemental Documents for KCI Pedestrian Pathway Package, Stormwater Ordinance and Zoning Ordinance

Click here for supplemental documents

VIII.LEGISLATION

A.RESOLUTION 2024-05 - A Resolution to Establish A Speed Limit of Twenty-Five (25) Miles Per Hour on Chancery Lane - Chief Williams pg 187

Attachment: [Chancery Lane Speed Limit Resolution .pdf](#)

Attachment: [THIS PAGE LEFT INTENTIONALLY BLANK.pdf](#)

Attachment: [MEMOrevised Chancery Lane speed limit.pdf](#)

B.ORDINANCE 2024-11 - An Ordinance Amending Title 12 (Building, Utility, Etc. Codes) of the City of Belle Meade Municipal Code To Create A New Chapter Six Adopting The International Plumbing Code And A New Chapter Seven Adopting The International Mechanical Codes And Repealing Sections 12-101 (2) and (3) So As To Provide For Enforcement Through The City of Belle Meade Rather Than The Metropolitan Government Of Nashville And Davidson County, for adoption on 2nd and final reading - Jennifer Moody pg 193

Attachment: [ORD 2024-11 ADOPTION of Plumbing Code and Mechanical Code.pdf](#)

C.ORDINANCE 2024-12- An Ordinance Amending Ordinance 2024-8 To Provide For The Increase Or Decrease In The Various Expenditure And Revenue Appropriations, for adoption on 2nd and final reading - Leigh Mills pg 197

Attachment: [Memo - ORD 2024-12 Budget Amendment _1_ second reading.pdf](#)

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Attachment: [Ordinance 2024-12.pdf](#)

D.ORDINANCE 2024-13 - An Ordinance To Repeal And Replace In Its Entirety Chapters Two, Three, And Four Of Title 12 Of The Belle Meade Municipal Code ("The Stormwater Ordinance") To Update Language And Provisions Within the Same, for adoption on 2nd and final reading - Mary Samaniego pg 201

Attachment: [ORD 2024_13 updated Stormwater Ordinance.pdf](#)

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E.Ordinance 2024-14- An Ordinance Amending Title 14 of the Belle Meade Municipal Code To Adopt A New Zoning Ordinance and Map and Repeal the Existing Zoning Ordinance and Map, for adoption on the 1st of two readings - Mary Samaniego pg 253

F.Set a Public Hearing on Ordinance 2024-14, adopting a new Zoning Code for the City of Belle Meade, to be held on September 18, 2024 at 4:00 p.m. - Rusty Moore at meeting

IX.OTHER MATTERS

A.Confirm the Mayor's appointment of two (2) Members to the Historic Zoning Commission for 5-year terms - Rusty Moore at meeting

Attachment: [Memo Appoint Members HZC Aug 2024.pdf](#)

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B.Confirm the Mayor's appointment of two (2) Members to the Municipal Planning Commission for 3-year terms - Rusty Moore at meeting

Attachment: [Memo Appoint Member MPC Aug 2024.pdf](#)

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C.Confirm the Mayor's appointment of one (1) Member to the Municipal Planning Commission for an unexpired term ending in June 2026 - Rusty Moore at meeting

D.Confirm the Mayor's appointment of one (1) Member to the Board of Zoning Appeals for a 3-year term - Rusty Moore at meeting

Attachment: [Memo Appoint Members BZA Aug 2024.pdf](#)

E.Confirm the Mayor's appointment of one (1) Member to the Board of Zoning Appeals for an unexpired term ending in June 2026 - Rusty Moore at meeting

F.Confirm the Mayor's Appointment of a Chairman of the Board of Zoning Appeals - Rusty Moore at meeting

X.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, September 18, 2024 at Belle Meade City Hall 4705 Harding Pike Nashville, TN



MINUTES
BOARD OF COMMISSIONERS – BOARD OF COMMISSIONERS
JULY 17, 2024, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE

Call To Order

Mayor Rusty Moore called the meeting to order at 4:01 p.m.

I. PLEDGE OF ALLEGIANCE - led by Mayor Moore

II. PUBLIC COMMENTS

Charley Thornburg, resident at 1212 Nichol Lane, expressed concern that with the Metro Traffic Calming program that would affect Page Road that traffic would increase on Nichol Lane, wanting to make sure that the city was aware of the issue.

III. MINUTES

Consideration of the minutes from the Board of Commissioners Meeting held June 10, 2024

Motion to approve: Clayton Second: Bryan Vote: All aye

IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay

Public Works Director Nathan McVay stated that the creek cleaning project was underway and addressed questions as asked by the board.

B. Approve a Change Order No. 1 to the Street Resurfacing Contract with Four Star Paving, LLC making additions to the scope of work, totaling \$170,000, based upon available funds in the new fiscal year budget - Jennifer Moody

City Manager Jennifer Moody reviewed the contract proposal.

Motion to approve: Bryan Second: Clayton Vote: All aye

C. Approve an Interlocal Agreement with Metro-Nashville's Department of Transportation and Multimodal Infrastructure for a Traffic Signal and Intersection Improvement Project, with an estimated cost of \$580,000, at Harding Place and Belle Meade Boulevard - Jennifer Moody

City Manager Moody reviewed the proposal and project for the Traffic Signal at the intersection of Harding Place and Belle Meade Boulevard.

Motion to approve: Clayton Second: Bryan Vote: All aye

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams

Chief Williams reviewed the monthly reports, answering questions as asked by the board.

2. Approve a Road Closure Permit Request from Warner Place neighbors for a special event from 3:00 p.m. to 5:00 p.m. on August 11, 2024 - Chief Williams

Chief Williams reviewed the proposal for the request from Warner Place residents to close Warner Place for a neighborhood event.

Motion to approve: Bryan Second: Clayton Vote: All aye

B. Health and Sanitation

1. Monthly Reports - Nathan McVay

There were no questions on the monthly reports.

2. Approve a Professional Services Agreement with LDA Engineering, not to exceed \$763,000, for the City of Belle Meade Sewer Asset Management Plan Project, supported by a grant from the Tennessee Department of Environment and Conservation (TDEC) - Jennifer Moody

City Manager Moody reviewed the proposal, explaining the Sewer Asset Management Plan Project.

Motion to approve: Bryan Second: Clayton

C. Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego

Planning Director Mary Samaniego reviewed the monthly reports, answering questions as asked by the board.

D. Waste Collection - No Matters

E. Beautification/ Landscape - No Matters

1. Monthly report

F. City Communications and Technology

1. Approve an emergency purchase of a replacement computer for Investigator Sexton, totaling \$5,968.54, from Keystone Business Solutions - Jennifer Moody

City Manager Moody reviewed the memo as submitted for the emergency replacement computer for Investigator Sexton.

Motion to approve: Bryan Second: Clayton Vote: All aye

VI. ADMINISTRATION

A. City Manager Reports - Jennifer Moody

City Manager Moody reviewed the capital projects as outlined in the memo in the agenda packet and also explained her new report on Resident Contact.

Moody answered questions as asked by the board.

B. Finance - Leigh Mills

1. Financial Statements - May 2024

The May financials were reviewed by Finance Director Leigh Mills.

2. Investment Schedules - June 2024

Reviewed by Finance Director Mills.

3. Approval of Invoices Over \$5,000

- | | |
|--|-------------|
| 1) CEC (Monthly Bill for Engineering Review) | \$5,516.00 |
| 2) KCI (Belle Meade Blvd Pedestrian Safety Project) | \$15,072.50 |
| 3) Keystone Business Solutions (annual Microsoft Licensing) | \$9,273.12 |
| 4) Keystone Business Solutions (PC Replacement) | \$6,493.54 |
| 5) CEC (Stormwater Ordinance Revisions) | \$7,669.64 |
| 6) Public Entity Partners (Workers' Comp Insurance) | \$46,672.00 |
| 7) Public Entity Partners (Property Insurance) | \$21,557.00 |
| 8) Public Entity Partners (General, Law Enforcement, E&O and Auto Liability Coverages) | \$62,687.00 |
| 9) Local Government Corporation (Annual Software and Support) | \$29,149.60 |
| 10) Wascon, Inc. (Sewer Fund) | \$8,530.00 |
| 11) Commonwealth Chemical Inc. (Sewer Fund) | \$26,400.00 |

- 12) MCA (Annual Support for Police Radios) \$5,368.00
 13) JR & Associates (Annual Creek Debris Removal) \$10,008.00
 14) CEC (Monthly Bill for Engineering Review) \$7,632.59
 15) KCI (Belle Meade Blvd Pedestrian Safety Project) \$6,375.00

Motion to approve: Bryan Second: Clayton Vote: All aye

B. Facilities - No Matters

C. Human Resources / Personnel - No Matters

VII. LEGISLATION

A. RESOLUTION 2024-05 - A Resolution to Establish A Speed Limit of Twenty-Five (25) Miles Per Hour on Chancery Lane - Chief Williams

A discussion, which included questions to and answered by Chief Williams followed the reading of the resolution.

Motion to defer to allow additional input from residents of Chancery Lane:
 Clayton Second: Bryan Vote: All aye

B. ORDINANCE 2024-11 - An Ordinance Amending Title 12 (Building, Utility, Etc. Codes) of the City of Belle Meade Municipal Code To Create A New Chapter Six Adopting The International Plumbing Code And A New Chapter Seven Adopting The International Mechanical Codes And Repealing Sections 12-101 (2) and (3) So As To Provide For Enforcement Through The City of Belle Meade Rather Than The Metropolitan Government Of Nashville And Davidson County - Doug Berry pg 112

The Ordinance was reviewed by City Attorney Doug Berry, and a brief session of comments and questions, answered by Berry ensued.

Motion to approve: Bryan Second: Clayton Vote: All aye

C. ORDINANCE 2024-12- An Ordinance Amending Ordinance 2024-8 To Provide For The Increase Or Decrease In The Various Expenditure And Revenue Appropriations - Leigh Mills

The ordinance was reviewed by Finance Director Leigh Mills.

Motion to approve: Clayton Second: Bryan Vote: All aye

D. ORDINANCE 2024-13 - An Ordinance To Repeal And Replace In Its Entirety Chapters Two, Three, And Four Of Title 12 Of The Belle Meade Municipal Code ("The Stormwater Ordinance") To Update Language And Provisions Within the Same - Mary Samaniego

The ordinance was reviewed by Planning Director Mary Samaniego.

A discussion, including comments by and questions from the board which were answered by Samaniego and Steve Casey of CEC (Civil & Environmental Consultants, Inc.) followed the review.

Motion to approve: Bryan Second: Clayton Vote: All aye

VIII. OTHER MATTERS - None

IX. The meeting adjourned at 5:12 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

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City of Belle Meade - Public Works Department Activity Report

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/1/2024	Picked up cardboard laying beside the dumpsters.			City Hall		Nathan & Dylan	Completed	7/1/2024
7/1/2024	Cut a tree that fell on a fence		311	Lynwood Blvd.		Nathan & Dylan	Completed	7/1/2024
7/2/2024	Helped push a broken down vehicle out of the road.			West Brookfield		Nathan & Dylan	Completed	7/2/2024
7/3/2024	Straightened a Bike Ordinance sign			Island 36		Nathan & Dylan	Completed	7/3/2024
7/5/2024	Cut a large limb out of the road.		300	Clarendon Ave.		Nathan	Completed	7/5/2024
7/8/2024	Trimmed two spots where brush was in the roadway.		500 Block	Belle Meade Blvd.		Dylan	Completed	7/8/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/9/2024	Trimmed a few limbs blocking the view of the road when turning.			Belle Meade Blvd / Iroquois		Dylan	Completed	7/9/2024
7/9/2024	Removed all of the flags			Belle Meade Blvd.		Nathan & Dylan	Completed	7/9/2024
7/9/2024	Trimmed around a speed limit sign			Jackson Blvd.		Dylan	Completed	7/9/2024
7/9/2024	Checked on a broken limb hanging on a power line in a back yard		4420	East Brookfield		Nathan & Dylan	Completed	7/9/2024
7/9/2024	Restocked the paper products			City Hall		Nathan & Dylan	Completed	7/9/2024
7/10/2024	Cut three small dead trees in two different islands.			Belle Meade Blvd / Deer Park		Nathan & Dylan	Completed	7/10/2024
7/10/2024	Straightened a "Left lane for passing or turning only" Sign			Island 25		Dylan	Completed	7/10/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/11/2024	Picked up two propain tanks that rolled off a truck.			Harding Rd. / Jackson Blvd.		Nathan & Dylan	Completed	7/11/2024
7/11/2024	Trimmed limbs that were in the road and blocking the view of the road.			Abbot Martin / Walnut		Nathan & Dylan	Completed	7/11/2024
7/11/2024	Straightened a speed limit sign.			Walnut		Dylan	Completed	7/11/2024
7/11/2024	Trimmed a few limbs sticking out in the road.			Lynwood Blvd.		Dylan	Completed	7/11/2024
7/12/2024	Patched a pot hole.		116	Jackson		Nathan & Dylan	Completed	7/12/2024
7/14/2024	Cut a large limb out of the road.			East Brookfield Ave / Belle		Nathan	Completed	7/14/2024
7/17/2024	Picked up a new Generator.			Maintenance Shop		Nathan & Dylan	Completed	7/17/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/18/2024	Picked up all of the metal and hinges to build a new gate for the dumpster area.			Maintenance Shop		Nathan & Dylan	Completed	7/18/2024
7/19/2024	Started to weld the new gate together.			Maintenance Shop		Nathan	In Progress	7/19/2024
7/23/2024	Mounted a TV in the conference room.			City Hall		Nathan & Dylan	Completed	7/23/2024
7/23/2024	Installed a plug for the TV in the conference room			City Hall		Nathan & Dylan	Completed	7/23/2024
7/24/2024	Installed a few new awards on the wall.			Police Department		Nathan & Dylan	Completed	7/24/2024
7/27/2024	Cut a tree out of the road.		600 Block	Lynwood Blvd		Nathan	Completed	7/27/2024
7/29/2024	Cut two trees out of the road.		400 Block	Chickering Lane		Nathan	Completed	7/29/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/29/2024	Replaced a stop sign that was hit.			Deer Park Dr. / Bellevue Drive		Nathan & Dylan	Completed	7/29/2024
7/29/2024	Located a roof leak in the womens bathroom and called the roofers to fix it.			Police Department		Nathan & Dylan	Completed	7/29/2024
7/30/2024	Cleaned up the garage.			Maintenance Shop		Nathan & Dylan	Completed	7/30/2024
7/30/2024	Took a bunch of paint to Metro that people put in the dumpsters.			Metro		Nathan & Dylan	Completed	7/30/2024
7/30/2024	Replaced a ceiling tile where the roof leak was.			Police Department		Nathan & Dylan	Completed	7/30/2024
7/30/2024	Cut a tree out of the road.		4414	Honeywood Dr.		Dylan	Completed	7/30/2024
7/31/2024	Replaced the LPR and Solar Panel.			Lynwood Blvd / Westview		Nathan & Dylan	Completed	7/31/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
7/31/2024	Cut a tree out of the road.		4416	Herbert Pl.		Dylan	Completed	7/31/2024
7/31/2024	Cut a tree out of the road.		512	Parmer		Dylan	Completed	7/31/2024
7/31/2024	Cut a tree out of the road.		605	Lynwood Blvd.		Dylan	Completed	7/31/2024

**CITY OF BELLE MEADE****Memo**

To: Belle Meade Commissioners
Jennifer Moody, City Manager

From: Nathan McVay, Public Works Director

Date: August 21, 2024

Re: Estimates for Stone Repairs to Harding Pike Wall and Herbert Pl Bridge

Background

Anthony Stone Masonry submitted estimates for two (2) repair projects:

- (1) repairs to the stone wall near Clarendon Ave damaged due to a vehicle accident
- (2) to repair the stone bridge at Herbert Place, including realignment of one wall of the bridge and repairs to a stone pillar, damaged due to a vehicle accident

<u>Company</u>	<u>Harding Pk/Clarendon Ave Wall Repair</u>	<u>Stone Bridge</u>	<u>Total Cost</u>
Anthony Stone Masonry	\$4,000	\$5,500	\$9,500

The work is well below the City's threshold for competitive, formal bidding procedures and the Board is recommended to consider approval of both quotes for repairs from Anthony Stone Masonry Company. During the past two years, when quotes have been solicited, Anthony Stone has been consistently the lowest price quote and there have been no deficiencies with the quality or timeliness of the work.

Recommendation

The Board is recommended to approve the stone repair expenses, totaling \$9,500.00, with Anthony Stone Masonry, to complete these projects.

Fiscal Impact

Sufficient funding is available to support these repairs in the FY 2025 Budget, under General Fund – Public Works – Repair and Maintenance – Other, account 110-43100-269.

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**Board of Commissioners Meeting
Police Department Statistical Summary
July 2024**

Call Type	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
Alarms	38	31	35	34	32	41	26
Arrests	1	3	12	3	6	5	6
Burglary	0	0	0	0	0	0	0
Citations Issued	237	426	455	518	460	317	330
Community Contacts	89	227	241	266	337	291	326
Fingerprint Customers	14	15	26	33	23	22	29
House Checks	858	927	1,110	816	756	1,109	1,464
LPR Camera Hits	4	6	6	10	9	3	6
Non-Residential Checks	745	803	778	840	885	896	883
Reports Taken	23	13	29	18	47	24	26
Theft of Property	3	2	0	1	1	3	5
Traffic Crashes	5	3	9	5	6	5	5
Total Patrol Miles	7,612	9,728	10,187	8,453	9,387	8,030	8,606
P.D. Monthly Revenue	\$29,536.79	\$18,798.24	\$20,266.70	\$22,908.55	\$23,643.35	\$23,918.61	\$21,454.20

Belle Meade Police Department
Monthly Statistics

July 2024

Officer	Calls Answered	Citations Written	Traffic Stops	Verbal Warnings	Community Contacts	Reports Completed	Auto Crash Property	Auto Crash Injury	Arrests	Fingerprint Calls	Child Seats Installed	Houses Checked	Business Checks	Miles Patrolled
Bowker	7	6	5	1	3	4				5	3	108	44	527
Cloxtan	20	20	14	6	33	1	1					16	99	505
Cortier	19	2	5	3		3			2			168	117	872
Donegan	25		5	7	10	1						195	126	929
Doty	26	10	11	4	13	5	3					194		803
Dunn		13	7	1										63
Germany		38	56	22	26									417
Norris	10	25	29	13	6	1						262	84	665
Parrish	7	8	6	1	1	1		1	1			55	64	301
Read	25	104	80	23	143	4			1	3		143	62	700
Roark	21	43	63	53	60	3			1	12		81	24	935
Samol	17	23	21	7	17	2			1			37	135	956
Scarborough	32	15	17	3	9					5		185	96	701
Wright	7	6	3		5	1				4		20	32	156
Yokley	2	17	16	7										76
Totals:	218	330	338	151	326	26	4	1	6	29	3	1,464	883	8,606

LPR/StarChase REPORT - July 2024

Stolen Tags = 2

Officers located and stopped the vehicle. The registered owner was driving and had not reported to Metro that the tag had been found to have it removed from the system.

Officers located and attempted to stop the vehicle but the driver refused to stop. Officers did not pursue and notified Metro of the vehicle's last known location and direction of travel.

Stolen Vehicles = 4

Officers checked the area but were unable to locate the vehicle.

Officers located the vehicle and a StarChase dart was deployed. The driver was taken into custody and the stolen vehicle was recovered.

Officers located and stopped the vehicle. The vehicle had recently been reported as stolen by the owner who later learned that her car had been repossessed. After getting her vehicle back, the driver failed to report her vehicle as not being stolen to Metro. A report was taken to have the vehicle removed from the system.

Officers located and stopped the vehicle. The driver was the owner of the vehicle and had just picked it up that morning from Metro Police Department.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

Jul-23	1621.122	160.372	99.224	0.000	50.300
Aug-23	1723.780	138.584	187.860	0.000	22.813
Sep-23	1683.678	128.890	72.200	0.000	13.829
Oct-23	1714.593	62.580	154.920	16.913	20.449
Nov-23	1723.518	116.997	155.210	0.000	0.000
Dec-23	1462.804	89.357	138.200	0.000	10.960
Jan-24	1594.581	73.440	142.690	0.000	0.000
Feb-24	1565.147	91.310	156.623	0.000	0.000
Mar-24	1515.081	90.484	125.232	10.950	13.970
Apr-24	1691.455	91.682	140.165	0.000	0.000
May-24	1786.522	67.098	191.686	15.040	0.000
Jun-24	1438.971	104.012	150.650	0.000	0.000
Jul-24	1766.104	109.215	142.210	12.910	0.000

Fuel Cost Per Month For Each Department				
Police	Streets	Sewer	Codes	Admin

Jul-23	\$5,206.58	\$509.00	\$298.85	\$0.00	\$144.03
Aug-23	\$5,920.93	\$478.23	\$631.80	\$0.00	\$76.31
Sep-23	\$5,787.28	\$443.93	\$260.90	\$0.00	\$44.47
Oct-23	\$5,421.18	\$203.75	\$445.21	\$45.78	\$59.33
Nov-23	\$5,176.42	\$341.45	\$418.63	\$0.00	\$0.00
Dec-23	\$4,156.94	\$236.78	\$346.13	\$0.00	\$28.64
Jan-24	\$4,368.70	\$195.61	\$359.10	\$0.00	\$0.00
Feb-24	\$4,458.80	\$258.43	\$423.84	\$0.00	\$0.00
Mar-24	\$4,595.08	\$277.56	\$375.06	\$33.28	\$47.62
Apr-24	\$5,388.94	\$291.31	\$430.32	\$0.00	\$0.00
May-24	\$5,673.82	\$220.57	\$589.76	\$50.96	\$0.00
Jun-24	\$4,296.00	\$320.55	\$416.06	\$0.00	\$0.00
Jul-24	\$5,442.09	\$333.94	\$436.57	\$41.41	\$0.00



Police Department Monthly Report August 4, 2024

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Date: July 2, 2024 to August 4 2024

NEW CASES ASSIGNED

- 24-0167 Theft of Property** Construction trailer stolen from job site
- 24-0168 Theft of Property** Construction trailer stolen from job site
- 24-0173 Attempted Theft of Property** Attempt to steal a construction site trailer
- 24-0174 Theft of Property from construction site** Property was stolen from a home under construction.
- 24-0180 Theft of Property** Resident reports that his mail had been taken from his mailbox
- 24-0181 ID Theft** Resident had their personal information used to obtain cash loans.
- 24-0189 Missing Person** Assisted Officer Corter in missing person investigation.
- 24-0192 ID Theft** Resident had their personal information used to obtain cash loans
- 24-0197 Suspicious Person** Person identified as an Uber driver

ASSISTING RESIDENTS

We are still working with numerous individuals who are experiencing various medical issues

ASSISTING OTHER AGENCIES

- Assisted the Metro Police Department in identifying person(s) responsible for littering.
- Assisted Metro Police Department in locating and arresting a wanted individual.
- Assisted Metro Police Department on a theft from a business
- Assisted Franklin Police Department on a construction trailer theft
- Assisted Portland Police Department on a ID theft.

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CITY OF BELLE MEADE
POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: August 21, 2024
Re: Surplus Property

BACKGROUND

In June 2024, Unit 1712 had engine failure. It was taken to three mechanics for diagnosis, and it was determined that the vehicle had complete engine failure and required a new engine. This vehicle was slotted to be replaced next budget year. Due to the fiscal impact of a new engine in an older car, we elected not to spend the money for repair.

RECOMMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to declare this vehicle surplus property. It will be sold at auction (online).

FISCAL IMPACT

We estimated all surplus vehicles would average \$6500 when sold this year. The engine damage will affect the sales price of the vehicle. Two additional patrol vehicles will be sold when our new Patrol SUVs are ready for pick up, which will increase the average sales price of all three vehicles.

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Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
7/2/2024	222	Deer Park Cir	Nathan/Dylan	Odor	Pump is working fine.	☒			
7/8/2024	4413	Warner Pl	Nathan/Dylan	Red Light	Hung Float	☒			
7/8/2024	100	Westhampton	Nathan/Dylan	Check	Both pumps are working	☒			
7/10/2024	437	Westview Ave	Nathan/Dylan	Red Light	Bad start Cap	☒	Replaced start cap		
7/11/2024	620	Royal Oaks Pl	Dylan Hood	Backing Up	*Bad start cap and light bulb	☒	Replaced the start cap and light bulb		
7/13/2024	213	Lynwood Ter	Dylan Hood	Check	All Ok	☒			
7/15/2024	312	Deer Park Cir	Nathan/Dylan	Red Light	Bad start relay	☒	Replaced start relay		
7/16/2024	219	Jackson Blvd	Nathan/Dylan	Odor	Did not smell any odor. Pump is working fine.	☒			
7/17/2024	231	Deer Park Dr	Nathan/Dylan	Red Light	T/R 240 11.2	☒			

Tuesday, August 13, 2024

Page 1 of 2

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
7/18/2024	4303	Iroquois Ave	Nathan/Dylan	Red Light	Bad start cap		☒ Replaced start cap		
7/19/2024	4430	E. Brookfield	Dylan Hood	Red Light**	Breaker was tripped		☒ Reset the breaker and it started pumping		
7/19/2024	620	Royal Oaks Pl	Nathan/Dylan	Red Light	Bad Control Parts		☒ SC,SR		
7/22/2024	4415	Iroquois Ave	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH666423	Replacement
7/24/2024	206	Deer Park Dr	Nathan Mcvay	Red Light	Air Locked		☒		
7/25/2024	308	Lynwood Blvd	Nathan McVay	Red Light	T/R 243 10.6		☒		
7/26/2024	200	Scotland Pl	Nathan/Dylan	Red Light	Bad Pump		☒ E-One Pump	WH123321	
7/29/2024	403	Sunnyside Dr	Nathan/Dylan	Red Light	Bad Capacitor		☒ SC		
7/29/2024	4419	Iroquois Ave	Dylan Hood	Issues	Bad start cap		☒ Replaced start cap		
7/30/2024	416	Jackson Blvd	Nathan Mcvay	Water	Pump is working fine. Their issue		☒		

Tuesday, August 13, 2024

Page 2 of 2

City of Belle Meade**July TN One Calls**

ticketId	workStreet	workdonefor
9807703	BELLEVUE DR S	CHANDELIER DEVELOPMENT
9808979	LYNNWOOD BLVD	HOMEOWNER
9810592	CHICKERING RD	AT&T UTILITY OPERATIONS
9812592	SUNNYSIDE DR	NDOT
9816769	DEER PARK DR	LAURA FOSTER
9819641	TYNE BLVD	BRYAN FORT
9820131	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
9822657	CHICKERING LN	ADAMS
9824857	CHICKERING LN	KENNETH ADAMS
9826737	PARK HILL	HOMEOWNER
9826934	ELLENDALE AVE	BRENTWOOD PLUMBING
9827031	BELLE MEADE BLVD	SANGERVASI
9832025	ROYAL OAKS DR	NES REF NUM 240501286
9834374	LYNNWOOD LN	ALLISON UCHRIN
9835132	LYNNWOOD BLVD	RED OAK BUILDERS
9835410	HARDING PL	METRO WATER AND SEWER
9838754	BELLEVUE DR S	PIEDMONT
9839729	BELLE MEADE BLVD	FRANKLIN RESIDENCE
9839746	ELLENDALE AVE	MP DANIELS CONSTRUCTION
9842244	BELLE MEADE BLVD	COMCAST
9843653	HARDING PL	RICHLAND
9847569	BELLEVUE DR S	CHANDELIER DEVELOPMENT
9848201	BELLE MEADE BLVD	PIEDMONT
9851552	JACKSON BLVD	HOMEOWNER
9852352	WESTVIEW AVE	RAMSEY DAUGHERTY
9852932	CHICKERING RD	HOMEOWNER
9857944	LYNNWOOD BLVD	HOMEOWNER
9858414	DEER PARK CIR	HOMEOWNER
9863224	JACKSON BLVD	METRO WATER AND SEWER
9864149	BELLE MEADE BLVD	THE FRITZ
9864828	GEORGIAN PL	DUNAWAY CONSTRUCTION
9864892	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
9867791	TYNE BLVD	HOMEOWNER
9868109	WESTVIEW AVE	CHARLIE VAUGHN
9871076	SCOTLAND PL	CULLEN AND KERRY ROBERTS
9871079	SCOTLAND PL	BILL BOYLE
9871087	LYNNWOOD TER	WILSON SISK
9880371	ELLENDALE AVE	HOMEOWNER
9881094	LYNNWOOD BLVD	MERIDITH
9881095	JACKSON BLVD	AT&T
9884611	JACKSON BLVD	PHIPPS CONSTRUCTION
9885187	BELLE MEADE BLVD	COMCAST
9885954	BELLEVUE DR S	PIEDMONT

City of Belle Meade

July TN One Calls

9889037	BELLEVUE DR S	CHANDELIER DEVELOPMENT
9891669	BELLE MEADE BLVD	BOONE CREEK PLUMBING
9895363	WESTVIEW AVE	JIMMY PICKLE
9895853	IROQUOIS AVE	MIMI DECAMP
9897419	WESTVIEW AVE	COOK BUILDERS
9898394	ROYAL OAKS DR	BETSEY ABERNATHY
9901202	CLARENDON AVE	KEYSTONE BUILDERS
9901950	ROYAL OAKS DR	DAVIS PROPERTIES



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
Jennifer Moody, City Manager

From: Nathan McVay, Public Works Director

Date: August 21, 2024

Re: Grant Contract with TDEC for Improvements to Sewer System
(TDEC ARP Non-Competitive Grant Program – Agency Tracking #32701-04868)

Background

On April 26, 2023, The Tennessee Department of Environment and Conservation (TDEC) announced award of over \$232 million in Water Infrastructure Investments (the State has allocated \$1 billion in total for this program utilizing the state's American Rescue Plan (ARP) funds). Of the 102 grant awards announced, City of Belle Meade was awarded \$666,588 to improve sewer infrastructure.

Funds will be used primarily to support the creation of an Asset Management Plan and to develop a management system, with all assets mapped and tracked, to optimize ongoing replacement and maintenance of the sewer system. The asset management approach helps to ensure that the sewer collection system runs smoothly and will enable more accurate prediction of capital needs over a long planning horizon. In addition, some of the funding will be used to purchase telemetry systems for grinder pumps.

The total anticipated project costs are \$866,565.00 with \$666,588 (77%) from the State/Federal ARP and \$199,977.00 (23%) local match from the City of Belle Meade's sewer fund. Approximately, \$765,000 is reserved for professional services and other activities related to the development of an Asset Management Plan and approximately \$100,000 is budgeted for the purchase of capital items.

Capital Equipment Purchase

This purchase will be a sole source, noncompetitive procurement, consistent with the City's purchasing policies, terms of the City's grant contract with TDEC, and under the standards set forth in 2 C.F.R. § 200.320(c). A copy of the sole source justification letter from WASCON, Inc. is attached and has been reviewed and approved by TDEC. The cost from WASCON has been independently compared to costs surveyed from peer communities with low-pressure systems and has been found fair and reasonable.

The purchase is for telemetry units, valued at \$2,598 each, for E-One grinder pumps, which will enhance maintenance and operations of our sewer system by enabling remote monitoring of the system's alarm and the pump's operating efficiency. The grant will support the purchase of 38 units, which will be installed by city staff in Public Works.

Recommendation

The Board is recommended to review and approve the purchase of telemetry units for upgrading existing E-One grinder pumps, totaling \$98,924.00, from WASCON Sales and Service, which is the City's sole-source vendor for this equipment.

Fiscal Impact

Funding for this project is budgeted and available in the FY 2025 Sewer Fund – Capital Expenditures Account – Improvement Other than Building, account 52210-930, which includes all funding for the TDEC ARP Sewer System Improvements Project. The grant proposes to reimburse the City of Belle Meade for up to \$666,558 of project costs with the City being responsible for up to \$199,977.00 in local matching funds (total project expenditure estimated at \$866, 565.00). The grant contract ends September 30, 2026.

Attachment

Purchase Quote
Sole Source Letter



Quote# AS-229

August 13, 2024

Nathan McVay
Belle Meade Public Works
Belle Meade, TN

REF: E/One Station Panel Pricing

WASCON is pleased to offer the following proposal for your consideration on the above-mentioned project. Please review the following carefully and let me know if you have any questions or concerns.

- **Duplex Protect plus Alternating Panel with Sentry Advisor**
 - NEMA 4X rated enclosure – Lockable latch with padlock
 - Predictive status display module
 - Pre-alarm indication for major operating parameters
 - Alarm indications for major operating parameters
 - Hour meter, cycle counter and alarm delay
 - LCD display and user-friendly interface
 - Sentry Advisor Including the following:
 - Includes all necessary components and wiring — cellular modem, antenna, auxiliary power supply, and dry contacts for both high level alarm and pump running
 - Run time meters (daily, cumulative, last run, minimum/maximum/average)
 - Cycle counters (daily and cumulative)
 - Extended run time alerts (cycle, daily, etc.)
 - Generate pump run and/or alarm event reports
 - Map the location of each grinder pump in the system
 - Battery back-up for power loss notification

PRICE: \$2,598.00

Notes:

1. WASCON standard terms and conditions apply.
2. Freight and any applicable taxes are not included.
3. Quote is valid for 60 days.
4. Installation is not included.

Thanks,

Austin Starkey
WASCON, Inc.

WASCON

SALES and SERVICE

WASCON INC.
910 East Main Street
Livingston, TN 38570
United States

Ph: 9318231388

Fax: 9318234924

SO Acknowledgment

ID: 13450

Date: 14-Aug-24

To

Nathan
CITY OF BELLE MEADE
4705 HARDING ROAD
NASHVILLE, TN 37205
United States

Ship To

CITY OF BELL MEADE
4705 HARDING ROAD
NASHVILLE, TN 37205
United States

Ph: 615-297-6041

Fax:

Ph: 615-297-6041

Fax:

Terms		Ship Via		Sales Rep ID
Net 30 Days		BEST WAY		ASTARK
Quantity	Description	Unit Price	Amount	
	PO:			
38 /each	PO Line: 001 Duplex Protect Plus with Sentr y Advisor Part: SJ1A213F2AA	\$2,598.00 ea	\$98,724.00	
1 /each	PO Line: 002 LTL FREIGHT CHARGE Part: FREIGHT	\$200.00 ea	\$200.00	
		Sales Order Total:	\$98,924.00	
	1004 - STEVE B. 1012 - JAMES P. 1015 - JOSH C. 1006 - SCOTT U. 1013 - JOSH P 1026 - JOSH M. 1007 - JONATHAN C.			



May 29, 2024

City of Belle Meade
4705 Harding Road
Belle Meade, TN 37205

Environment One Corporation (E/One) currently has a sole Distributor representative agreement with WASCON, Inc. in the State of Tennessee. E/One uses Distributors as the primary means to sell grinder pump stations and related equipment to customers and end users throughout the United States. WASCON is the only authorized representative for the sale and service of E/One grinder pump products in the State of Tennessee. There are no other sources in this territory to obtain E/One Factory grinder pump stations and related equipment.

The Sales and Service Departments of WASCON have been trained by E/One factory personnel to provide unparalleled sizing and application assistance, product sales, and after-sales support/service on all E/One sewer system products.

WASCON has a complete inventory of E/One grinder pump stations, pumps, panels, and repair parts for E/One sewer system products in their stocking warehouses.

We would like to thank you for your interest in Environment One Sewer System products and extend our sincerest invitation for you to contact us if we can be of further assistance.

Regards,

Marvin Springer
Regional Sales Manager
Environment One Corporation

Direct Telephone: (816) 719-2501
E-mail: mspringer@eone.com

ENVIRONMENT ONE CORPORATION
7701 NW ROBERTS ROAD ■ KANSAS CITY, MISSOURI 64152
(816) 719-2501 ■ mspringer@eone.com
A Precision Castparts Company



E/One Sentry Advisor

Remote Monitoring System for Sewer System Management



Description

E/One Sentry Advisor is a cellular remote system monitoring solution that provides up-to-the-minute visibility of high level alarms and pump running events. Automatically send alerts to multiple contacts via phone, e-mail, SMS text, or to an existing telemetry system.

A web-based user interface allows easy viewing and pump management from any web-enabled device. Interactive mapping feature allows easy management and physical location of all grinder pumps. Reports can be generated to monitor overall system performance.

E/One Sentry Advisor can be configured into many E/One alarm panels (both simplex and duplex). A retrofit kit for existing installations and a standalone version are also available.

Note: E/One Sentry Advisor uses a cellular machine to machine network to transmit information. Adequate cellular coverage, which may differ from standard mobile phone voice and data coverage, is required at every location where the system will be installed. Contact E/One to verify coverage.

Standard Features

Includes cellular modem, antenna, auxiliary power supply, and dry contacts for both high level alarm and pump running. Provides monitoring and visibility for:

- High level alarm
- Pump running
- Run time history (daily, cumulative, last run, minimum/maximum/average)
- Cycle history (daily and cumulative)
- Extended run time alerts (cycle, daily, etc.)
- Generate pump run and/or alarm event reports
- Map location of each grinder pump in the system
- Back-up battery for power loss notification

Optional Features (for Protect Plus Alarm Panels Only)

- Brownout, over-voltage, run dry and over-pressure alerts
- Volts, amps, watts historical information and related alerts
- Detailed system status
- Visibility of system settings and setting of user-defined options
- Board-level fault indications (watt meter, alarm circuit protection)
- Seal leak detect notification (explosionproof pumps only)

NA0440P01 Rev. B

E/ONE SENTRY ADVISOR BASIC SENTRY SIMPLEX

REMOTE MONITORING OF:

- HIGH LEVEL ALARM
- PUMP RUNNING

WEB INTERFACE PROVIDES:

- RUN TIME HISTORY
 - DAILY, CUMULATIVE, LAST, MIN., MAX., AVG.
- CYCLE HISTORY
 - DAILY, CUMULATIVE
- EXTENDED RUN TIME ALERTS
 - CYCLE, DAILY
- GENERATE PUMP RUN AND/OR ALARM EVENT REPORTS
- MAP LOCATION OF EACH GRINDER PUMP IN THE SYSTEM WITH STATUS INDICATION

BACKUP BATTERY FOR POWER LOSS NOTIFICATION

USES EXISTING BOARD ALARM DRY CONTACTS

FACTORY INSTALLED, RETROFIT, OR STANDALONE CONFIGURATIONS AVAILABLE

OPERATING TEMPERATURE RANGE:

- -20C TO +70C

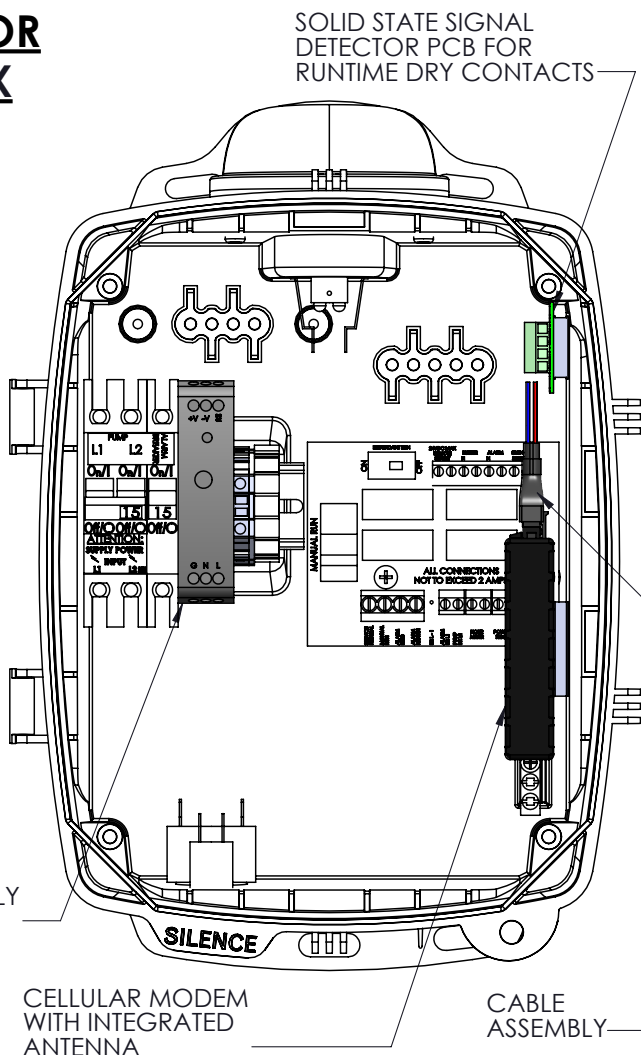
INPUT VOLTAGE:

- 85 - 264VAC

MODEM CONTAINS:

- 2 AUXILIARY A-D INPUTS
- 2 SERIAL CHANNELS
- 5 AUXILIARY DIGITAL INPUTS

DC POWER SUPPLY FOR MODEM



TYPICAL SENTRY PANEL IN
SENTRY ENCLOSURE, SHOWN FOR REF.
ENCLOSURE DOOR NOT SHOWN

jreibson	11/08/2013	SGS	C	7/31/2019
DR BY	DATE	CHK'D	ISSUE	DATE
 ENVIRONMENT ONE CORPORATION CUT SHEET, ADVISOR, BASIC SENTRY 240V, 2P NA0440P02				



E/ONE SENTRY ADVISOR **SIMPLEX PROTECT /** **PROTECT PLUS**

REMOTE MONITORING OF:

- HIGH LEVEL ALARM
- PUMP RUNNING

WEB INTERFACE PROVIDES:

- RUN TIME HISTORY
 - DAILY, CUMULATIVE, LAST, MIN., MAX., AVG.
- CYCLE HISTORY
 - DAILY, CUMULATIVE
- EXTENDED RUN TIME ALERTS
 - CYCLE, DAILY
- GENERATE PUMP RUN AND/OR ALARM EVENT REPORTS
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BACKUP BATTERY FOR POWER LOSS NOTIFICATION

USES EXISTING BOARD ALARM DRY CONTACTS

FACTORY INSTALLED, RETROFIT, OR STANDALONE CONFIGURATIONS AVAILABLE

OPERATING TEMPERATURE RANGE:

- -20C TO +70C

INPUT VOLTAGE:

- 85 - 264VAC

MODEM CONTAINS:

- 2 AUXILIARY A-D INPUTS
- 2 SERIAL CHANNELS
- 5 AUXILIARY DIGITAL INPUTS

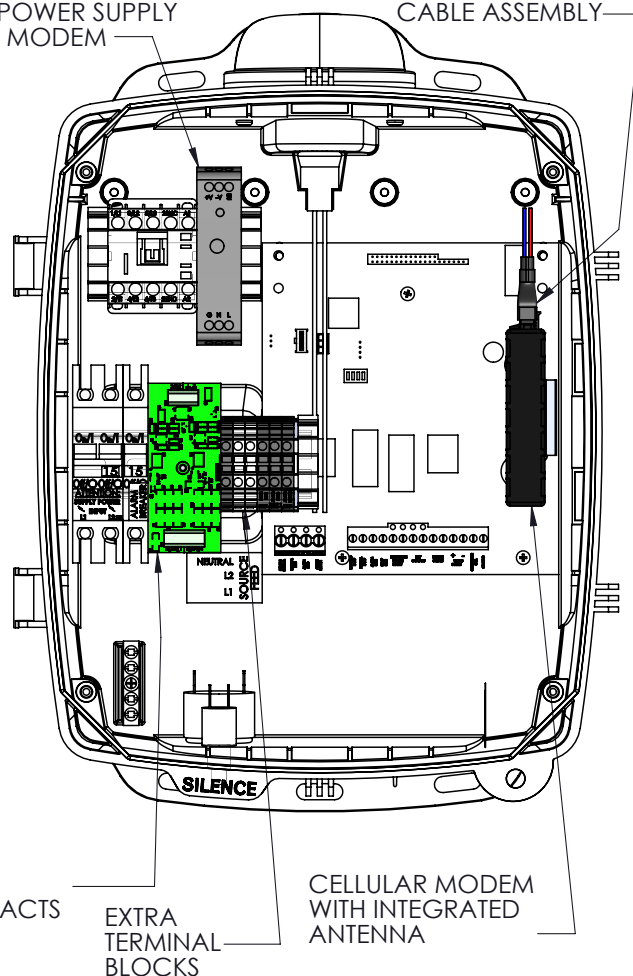
SOLID STATE SIGNAL DETECTOR PCB FOR RUNTIME DRY CONTACTS

EXTRA TERMINAL BLOCKS

CELLULAR MODEM WITH INTEGRATED ANTENNA

DC POWER SUPPLY FOR MODEM

CABLE ASSEMBLY



OPTIONAL FEATURES (REQUIRES PROTECT PLUS)

- BROWNOUT AND OVER-VOLTAGE ALERTS
- RUN DRY AND OVER-PRESSURE ALERTS
- VOLTS, AMPS, WATTS HISTORICAL INFORMATION
- VOLTS, AMPS, WATTS RELATED ALERTS
- DETAILED SYSTEM STATUS
- VISIBILITY OF SYSTEM SETTINGS
- VISIBILITY AND SETTING OF USER DEFINED OPTIONS
- BOARD-LEVEL FAULT INDICATIONS (DIP SWITCH, WATT METER, ALARM CIRCUIT PROTECTION)
- SEAL LEAK DETECT NOTIFICATION (WIRELESS PUMPS ONLY)



TYPICAL PROTECT/PROTECT PLUS PANEL IN SENTRY ENCLOSURE, SHOWN FOR REF.
ENCLOSURE DOOR AND DEADFRONT NOT SHOWN

jreibson	11/07/2013	CTT	B	6/28/2019
DR BY	DATE	CHK'D	ISSUE	DATE
 ENVIRONMENT ONE CORPORATION CUT SHEET, ADVISOR, SIM PROT / + 240V, 2P NA0440P03				

E/ONE SENTRY ADVISOR **T260 DUPLEX**

REMOTE MONITORING OF:

- HIGH LEVEL ALARM
- PUMP RUNNING

WEB INTERFACE PROVIDES:

- RUN TIME HISTORY
 - DAILY, CUMULATIVE, LAST, MIN., MAX., AVG.
- CYCLE HISTORY
 - DAILY, CUMULATIVE
- EXTENDED RUN TIME ALERTS
 - CYCLE, DAILY
- GENERATE PUMP RUN AND/OR ALARM EVENT REPORTS
- MAP LOCATION OF EACH GRINDER PUMP IN THE SYSTEM WITH STATUS INDICATION

BACKUP BATTERY FOR POWER LOSS NOTIFICATION

USES EXISTING BOARD ALARM DRY CONTACTS

FACTORY INSTALLED, RETROFIT, OR STANDALONE CONFIGURATIONS AVAILABLE

OPERATING TEMPERATURE RANGE:

- -20C TO +70C

INPUT VOLTAGE:

- 85 - 264VAC

MODEM CONTAINS:

- 2 AUXILIARY A-D INPUTS
- 2 SERIAL CHANNELS
- 5 AUXILIARY DIGITAL INPUTS

DC POWER SUPPLY
FOR MODEM

CABLE ASSEMBLY

SOLID STATE SINGAL
DETECTOR PBC FOR
RUNTIME DRY CONTACTS

EXTRA TERMINAL
BLOCKS

CELLULAR MODEM
WITH INTEGRATED
ANTENNA

TYPICAL MOD T260 PANEL IN SENTRY ENCLOSURE,
SHOWN FOR REF.
ENCLOSURE DOOR NOT SHOWN

jreibson	11/7/2013	CTT	B	6/20/2019
DR BY	DATE	CHK'D	ISSUE	DATE



ENVIRONMENT ONE CORPORATION

CUT SHEET, ADVISOR, T260
240V, 2P

NA0440P04



E/ONE SENTRY ADVISOR **DUPLEX PROTECT PLUS**

REMOTE MONITORING OF:

- HIGH LEVEL ALARM
- PUMP RUNNING

WEB INTERFACE PROVIDES:

- RUN TIME HISTORY
 - DAILY, CUMULATIVE, LAST, MIN., MAX., AVG.
- CYCLE HISTORY
 - DAILY, CUMULATIVE
- EXTENDED RUN TIME ALERTS
 - CYCLE, DAILY
- GENERATE PUMP RUN AND/OR ALARM EVENT REPORTS
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USES EXISTING BOARD ALARM DRY CONTACTS

FACTORY INSTALLED, RETROFIT, OR STANDALONE CONFIGURATIONS AVAILABLE

OPERATING TEMPERATURE RANGE:

- -20C TO +70C

INPUT VOLTAGE:

- 85 - 264VAC

MODEM CONTAINS:

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- 5 AUXILIARY DIGITAL INPUTS

DC POWER SUPPLY
FOR MODEM

SOLID STATE SIGNAL
DETECTOR PCB FOR
RUNTIME DRY CONTACTS

CABLE
ASSEMBLY

CELLULAR MODEM
WITH INTEGRATED ANTENNA

OPTIONAL FEATURES

- BROWNOUT AND OVER-VOLTAGE ALERTS
- RUN DRY AND OVER-PRESSURE ALERTS
- VOLTS, AMPS, WATTS HISTORICAL INFORMATION
- VOLTS, AMPS, WATTS RELATED ALERTS
- DETAILED SYSTEM STATUS
- VISIBILITY OF SYSTEM SETTINGS
- VISIBILITY AND SETTING OF USER-DEFINED OPTIONS
- BOARD-LEVEL FAULT INDICATIONS (DIP SWITCH, WATT METER, ALARM CIRCUIT PROTECTION)
- SEAL LEAK DETECT NOTIFICATION (WIRELESS PUMPS ONLY)

TYPICAL DUPLEX PROTECT PLUS PANEL IN FIBERGLASS ENCLOSURE, SHOWN FOR REF. ENCLOSURE DOOR AND DEADFRONT NOT SHOWN



DMS	11/7/2013	CTT	B	6/27/2019
DR BY	DATE	CHK'D	ISSUE	DATE
 ENVIRONMENT ONE CORPORATION CUT SHEET, ADVISOR, DUP PROT + 240V, 2P				
NA0440P05				



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Agreement with LDA Engineering for Belle Meade's Sewer Utility Asset Management Plan (grant funded from TDEC – State Water Infrastructure Grants (SWIG) program investing the State's American Rescue Plan (ARPA) fiscal recovery funds)

Background

The City of Belle Meade is the recipient of a non-competitive grant from the State of Tennessee, Department of Environment and Conservation (TDEC), to support water, wastewater, and stormwater investments from funds authorized under the federal American Rescue Plan Act (ARPA). The City of Belle Meade was awarded these funds for a project to develop and Asset Management Plan for its sewer utility. This project will allow the City to meet mandated eligibility criteria for state and federal grants to support the utility in the future. Similar to all ARPA funding, the state must obligate all funds by December 31, 2024 and all funds must be fully spent by December 31, 2026.

The City's project consists of two primary activities. The first requires procurement of professional engineering services to support the following: 1) development of an Asset Management Plan; 2) purchase and set-up of a work order management system; and 3) conduct the field and survey work necessary to develop capital asset mapping as required by TDEC for a certified Asset Management Plan. The second activity is the capital purchase of telemetry equipment to automate the collection of data about how efficiently equipment is operating and to remotely alert staff to equipment concerns or system failures.

With execution of this professional services agreement with LDA Engineering, the City of Belle Meade will have obligated all except approximately \$100,000 of the estimated project budget, which will be obligated by a separate purchase order for telemetry equipment with the City's vendor.

Competitive Procurement

As required by the terms of the grant, the City of Belle Meade complied with all federal, state and local procurement policies for the competitive selection of professional services for this project. A competitive Request for Qualifications (RFQ) was reviewed and approved by TDEC prior to advertisement. The RFQ was advertised on the city's website, Vendor Registry and some direct emails, published notice on the State's Go DBE website, and in the local newspaper.

The process was highly competitive and resulted in six (6) firms providing Statements of Qualifications. The City's evaluation committee was made up of the City Manager, Planning Director, and Public Works Director, who each independently scored the firms against the evaluation criteria. LDA Engineering received the highest score and, next, the City's team began negotiations on a reasonable cost proposal for the scope of work. TDEC has reviewed all procurement documents and given pre-award authorization. Upon the Board's approval, the Engineering Service Agreement will be submitted for final approval, which will authorize the City to be eligible for reimbursements of project expenses.

Additionally, the grant terms require that the City independently estimate the cost of work prior to receiving proposals. The City Manager has reviewed LDA's cost proposal in comparison to those estimates and found them to be very close to expected costs and within the grant budget for each task.

Recommendation

The Board is recommended to approve and authorize the Mayor to sign an Agreement with LDA Engineering, LLC to provide professional services for the Sewer Asset Management Plan project for a total fee not to exceed, \$763,000.00.

Fiscal Impact

Currently, \$866,565 (the full project budget of state award and the required local matching funds) is available to support this expenditure in the FY 2025 Sewer Fund under Capital Expenses – account 412-52210-930.

Attachments

Professional Services Agreement
Cost Proposal
Project Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into as of the 26th day of July, 2024, by and between, **City of Belle Meade, Tennessee** (hereinafter referred to as "OWNER") and **Lamar Dunn & Associates, Inc. (D/B/A LDA Engineering)** a Tennessee Corporation and authorized to conduct business within the State of Tennessee, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, OWNER selected LDA Engineering for professional services in connection with the management, planning and development of an Asset Management Plan for the utility systems owned and operated by OWNER; and

WHEREAS, the Consultant is willing to serve as the OWNER's consultant in those assignments to which this Agreement applies; and in such capacity is willing to give consultation and advice to OWNER during the performance of services under the terms and conditions of this Agreement; and

WHEREAS, execution of this agreement by Consultant and OWNER constitutes OWNER's written authorization to Consultant to proceed with the services described in the attached scope of work; and

NOW, THEREFORE, OWNER and the Consultant mutually agree as follows:

ARTICLE 1
AUTHORIZATION AND SCOPE OF WORK

1.1. The work to be performed on this Project shall be undertaken only upon the execution of an Authorization by OWNER and Consultant for that Project. The specific scope of work assigned to Consultant shall be considered integral parts of this Agreement and subject to the terms and conditions hereof.

1.2. The scope of work to be performed by the Consultant for this Project shall be specified on the Authorization for that Project. Consultant shall provide the Services as described in the attached Exhibit A.

1.3. The Consultant may perform portions of its work under this Agreement through subcontractors; provided, however, that before work is begun under any subcontract it shall be approved in writing by OWNER as to the form, content, cost and identity of the subcontractor. In the event of the use of a subcontract(s) it is understood that the obligations and requirements set forth in Article 6 - Service Standards and Article 7 - Insurance shall apply to the subcontractor(s). Consent to sublet, assign or otherwise dispose of any portion of the work to be performed under any Authorization shall not be construed to relieve the Consultant of any responsibility for the fulfillment of his obligations under this Agreement.

ARTICLE 2
COMPENSATION AND PAYMENT

- 2.1. In consideration of the services performed by the Consultant under this Agreement, OWNER shall pay the Consultant for its services and expenses associated with each Project as specified in the scope of work for the Project
- 2.2. Unless otherwise specified in the Authorization for the Project, invoices shall be submitted by the Consultant to OWNER, on a monthly basis and are due and payable within thirty (30) days of receipt of same by OWNER.
- 2.3. As outlined in the scope of work, the fees for this Project shall be paid on a lump sum basis. The cost to date shall be billed on a monthly basis based on percentage of work completed. Each monthly statement shall include maximum fee for that authorization, total fee billed to date and the remaining fee.
- 2.4. OWNER may, from time to time, request changes in the scope of services of the Consultant in accordance with Article 4. Such changes in the scope of work may increase or decrease the amount of the Consultant's compensation as agreed to by both parties. Additionally, the cost of any contract changes or modifications must be allowable, allocable, within the scope of the City of Belle Meade's grant contract for ARP SLFRF assistance, and reasonable for the completion of the project scope.

ARTICLE 3
COMMENCEMENT AND COMPLETION

- 3.1 The Consultant is authorized to commence work under this Agreement on the Project upon receipt of a duly executed copy of the Authorization for such Project. The time allowed for the Consultant to complete his work for the Project shall be specified in the authorized scope of work for the Project. Time is of the essence with this Agreement, and Consultant shall expeditiously complete tasks in accordance with the Authorization for the Project.

ARTICLE 4
CHANGES IN WORK

- 4.1. OWNER reserves the right, without impairing this Agreement, to order changes or alterations in the scope of the Project and the work to be performed by the Consultant. If changes or alterations ordered affect the cost of the work, the parties must agree upon an adjustment in the compensation owing to the Consultant before the Consultant begins work on the change.

ARTICLE 5
OBLIGATIONS OF OWNER

- 5.1 With respect to each Project authorized under this Agreement, OWNER shall:

- A. Provide full information to Consultant as to its requirements for the Project.
- B. To the extent reasonably available, provide the Consultant with information which is pertinent to the Project including copies of reports, plans, designs, system database and other relevant materials.
- C. Guarantee access to OWNER's utility systems and make all provisions for the Consultant to enter upon public and private lands as required to perform surveys and work essential to the Project.
- D. Give thorough consideration to all reports, sketches, estimates, drawings, proposals, and other documents presented by the Consultant and inform the Consultant of all decisions within a reasonable time so as not to delay the work of the Consultant.
- E. Designate, in writing, one or more persons to act as OWNER's representative to coordinate the work of the Project with the Consultant.
- F. Provide all legal, appraisal, title search, accounting, and independent cost estimations as may be required for the Project.
- G. Give prompt written notice to the Consultant whenever it is observed or otherwise becomes apparent that any defects exist in the performance by Consultant of the work associated with the Project.
- H. Furnish approvals and permits from all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for the project.
- I. Provide, as reasonably necessary, appropriate personnel to accompany Consultant to OWNER's facilities.

ARTICLE 6

SERVICE STANDARDS

6.1. The Consultant's services shall be performed in a professional manner, using that degree of skill and care ordinarily exercised by and consistent with the standards of competent, qualified professional consultants performing similar services at the time such services are performed.

6.2. If the Consultant or its subcontractor(s) fails to meet these standards, it shall promptly cure all such deficiencies.

6.3. The Consultant shall indemnify and hold harmless OWNER, its commissioners, management and employees from and against all costs (including and not limited to attorney's fees and expenses) claims, suits, actions, causes of action, orders, judgments, and decrees entered by reason of or as a result of the negligent performance or failure of Consultant to perform its services under this Agreement.

6.4. The Consultant shall periodically request sufficient conferences with OWNER's representative for the Project to ensure that the work is being done by the Consultant in a satisfactory manner and in accordance with OWNER's requirements. Unless specifically waived by the Authorization for a particular Project, the Consultant shall prepare progress schedules for the work and shall submit monthly progress reports to OWNER.

ARTICLE 7
INSURANCE

7.1. Without limiting its liability hereunder, Consultant shall maintain during the life of this Agreement, the following insurance covering Consultant and all subcontractors furnished by Consultant to OWNER during the term of this Agreement. Consultant shall provide OWNER with certificates of insurance as evidence thereof.

- A. Worker's Compensation and Employers' Liability Insurance – Providing coverage in compliance with the laws of the State of Tennessee and with sufficient Employers Liability limits.
- B. Comprehensive General Liability (Bodily/Injury and Property Damage) Insurance on an occurrence basis including personal and property injury, in an amount not less than \$2,000,000 per occurrence, \$2,000,000 aggregate.
- C. Automobile Liability Insurance covering any auto – Bodily injury and property damage combined single limit - \$1,000,000 each occurrence.
- D. Professional Liability - \$2,000,000.
- E. OWNER is to be named as an additional insured for all placements described in B through C above. A certificate of insurance is to be provided to OWNER that specifically states that no material changes or cancellation can occur without thirty (30) days written notice to OWNER and the certificate will evidence the coverages and endorsements required in this Article 7.
- F. Limits of Liability provided in the policies described in B – D above will be endorsed to apply on a primary and noncontributory basis.
- G. All policies shall be endorsed to waive subrogation against OWNER.

ARTICLE 8
TERMINATION AND BREACH

8.1. Either OWNER or the Consultant may terminate this Agreement with or without cause by giving the other party at least thirty (30) days written notice which shall specify that date of termination. Payment to the Consultant shall be made for work successfully completed by the Consultant and accepted by OWNER through the date notice of termination is received. Reasonable costs incurred by either party shall be factored into the computation of the final payment to the Consultant.

8.2 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

Upon breach of the Agreement by either party, the non-breaching party

shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 9
PERSONNEL MATTERS; CONFLICTS OF INTEREST

9.1. **Personnel.** The Consultant represents that he has or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OWNER. All services required hereunder will be performed by Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

9.2. **Interest of Members of OWNER's Staff.** No member of OWNER staff and no other officer, employee, or agent of OWNER who exercises any function of responsibility in connection with any Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9.3. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which any Project is situated and no other public official of such locality who exercises any function or responsibility in the review or approval of such Project shall have any personal interest, direct or indirect, in this Agreement.

9.4. **Future Conflicts Prohibited.** No officer, director, shareholder or partner of Consultant has any relationship with OWNER, which would be violative of the conflict of interest provisions of Tenn. Code Ann. Section 6-54-107 and/or 12-4-101.

ARTICLE 10
DOCUMENTS AND RECORDS

10.1. **Ownership.** All written documentation relating to each Project which is prepared or obtained under the terms of this Agreement shall be the property of OWNER. No written documentation relating to the Project shall be delivered or otherwise disclosed or made available to any third party without the prior written approval of OWNER.

10.2. **Reuse of Documents.** All documents furnished by the Consultant pursuant to this Agreement are instruments of his services with respect to the respective Project. They are not intended or represented to be suitable of reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without specific written verification or adaptation by the Consultant will be at OWNER's sole risk and without liability or legal exposure to the Consultant; and OWNER shall indemnify and hold harmless the Consultant for all claims, damages, losses, and expenses including attorney's fees, arising out of or resulting therefrom.

10.3. **Access to Records.** The Consultant shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures, and guidelines of the reviewing or audit agency.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1. This Agreement shall be governed by the laws of the State of Tennessee.

11.2. Except where otherwise provided herein, any notice, approval, acceptance, request, bill demand or statement hereunder from either party to the other shall be in writing and shall be deemed satisfactorily given and any time period provided for such notice herein shall commence when such notice is (i) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or forwarded by nationally recognized overnight courier service to the address of the respective party specified below, or such other address as may be specified in an original notice forwarded to all parties hereto as herein specified, or (ii) personally delivered to such address:

If to Consultant: Taylor Hagood
LDA Engineering, Inc.
402 BNA Drive, Suite 403
Nashville, TN 37217

If to OWNER: Jennifer Moody
City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

11.3. It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and hereby is inserted herein. Further, it is hereby agreed that, if through mistakes or otherwise any such provision is omitted, this Agreement shall, upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provision, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

11.4. This Agreement and the Authorizations executed hereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations or agreements, written or oral, between the parties on said subject matter. This Agreement and its Authorizations may not be modified, amended, or changed in any manner, nor shall any waiver of any provision of the same be effective except by an instrument in writing signed by the party against whom enforcement of such modification, amendment, change or waiver is sought.

11.5. Neither OWNER nor Consultant may assign or transfer their respective duties or interests in this Agreement without the written consent of the other party.

11.6. This Agreement is solely for the benefit of OWNER and the Consultant and shall not be interpreted to benefit any third party.

11.7. The paragraph captions in this Agreement are set forth for convenience only and are not to be construed in interpreting the provisions of this agreement. The gender and number terms used herein are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11.8. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder hereof, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 12 **TERM OF AGREEMENT**

12.1. This Agreement is for a period of two (2) calendar years; or upon the completion of this scope of work and shall expire on August 1, 2026. It is the responsibility of the Consultant to contact OWNER prior to expiration of this Agreement for consideration of extension of the Agreement, as necessary. Consideration of future Agreements will be determined solely by OWNER.

ARTICLE 13 **STATE AND LOCAL FISCAL RECOVERY FUNDS SUPPLEMENTAL CONDITIONS**

13.1 The section herein contains requirements associated with the Fiscal Recovery Funds usage for this project. All applicable (non-construction related projects) are included although all may not be applicable to this project. Consultant shall follow and meet all requirements of the Federal funding and the following Supplemental Conditions.

Civil Rights Laws.

TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

- (1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq
- (2) The Consultant agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

Federal Water Pollution Control Act

- (1) The Consultant agrees to comply with all applicable standards, orders, or regulations pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq
- (2) The Consultant agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

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 City of Belle Meade. 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 City of Belle Meade, 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.

Byrd Anti-Lobbying Amendment

The Consultant agrees to file the required certification 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. The Consultant shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Access to Records

The following access to records requirements apply to this contract:

- (1) The Consultant agrees to provide Tennessee Department of Environment and Conservation (TDEC), the City of Belle Meade, 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 agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives.

Program Fraud and False or Fraudulent Statements or Related Acts

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

ARTICLE 14. **EXTENT OF AGREEMENT:**

- 14.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Davidson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 14.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or

oral. This Agreement may be amended only by written instrument signed by City and Consultant.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their authorized officers as of the date and year first above written.

City of Belle Meade

By: _____
Print Name: Rusty Moore
Title: Mayor
Date: _____

LDA Engineering

By: _____
Print Name: Zack A. Daniel
Title: President
Date: July 26, 2024



LDA ENGINEERING

July 3, 2024

Jennifer Moody
City Manager
City of Belle Meade
E-mail: jmoody@citybellemeade.org
Cell: (615) 297-6041

Reference: **City of Belle Meade Asset Management Plan**

LDA Engineering is pleased to submit this proposal to the City of Belle Meade to provide professional services for the Asset Management Plan Project. See the attached map for the specific project limits.

Project Understanding

It is our understanding the objective of this project is to locate, map, and develop an asset management plan for the City of Belle Meade infrastructure including the following:

- 14,164 linear feet (2.79 miles) of gravity sewer lines (6-8" diameter).
- 76 sanitary sewer manholes
- Five odor control stations
- 332,640 linear feet (63 miles) of sewer force mains
- 923 residential grinder pump stations

We will work with the City of Belle Meade to establish a strategic and proactive plan for management of the System that shall:

- Enable staff to quickly assess existing conditions of assets in the system
- Optimize existing operations and maintenance procedures
- Optimize use of available capital investment funds
- Identify resource needs (e.g., equipment, staffing, funding, technology)

Assistance in procuring a work order and service request management system will be performed within this scope. This system shall be owned by the City of Belle Meade to allow Public Works Employees access to operate and maintain assets. This system will be a dynamic, centralized, GIS-based solution that incorporates decision making tools for asset management.

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Scope of Services

LDA proposes to provide the services described herein within the scope of the City of Belle Meade Asset Management Plan project. The scope for this project complies with TDEC asset management plan guidelines and SWIG-ARP grant funding requirements.

Task 1. Conduct Asset Inventory Assessment

Task 1 includes performing an inventory and condition assessment of all available sewer infrastructure. This information includes the review of the following:

- Record drawings
- Available pump data and locations
- Pipe size and material
- CCTV data
- Date of installation
- Historical maintenance records
- Existing GIS data from the City and CEC.

Assumptions include:

- The City will provide all available data and records including GIS.

Task 2. Assist with Asset Management Software Procurement

Task 2 includes the assessment of existing workflows, recommendations for CMMS procurement requirements, and evaluation of proposals for CMMS selection.

- Assess existing maintenance request workflows.
- Meet with City staff to document asset management program goals and requirements.
- Develop requirements for computerized maintenance management system (CMMS) request for proposals (RFP) for City of Belle Meade evaluation of software options.
- Assist City staff in facilitating review and interview meetings, as necessary, for software selection.
- Assist in management of software implementation to ensure software configuration and integration meets City requirements.
- Evaluate short- and long-term use of new CMMS software.
- Identify number of licenses, permissions, and type of users for the new CMMS.
- Develop RFP for procurement of CMMS software and implementation services.
- Assist with integration of existing data migration to CMMS.
- Verify asset inventory and standards are integrated to CMMS including:
 - Naming convention
 - Asset hierarchy
 - Asset assessment framework (condition, performance, risk, etc.)

Deliverables include:

- Memorandum summarizing the CMMS functional and technical requirements.
- Written content for RFP.

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Assumptions include:

- Conducting up to 20 hours of meetings and interviews.
- Development of RFP and response to vendor questions during procurement up to 40 hours.
- Meetings and interviews will be conducted in person and via virtual meeting platforms.
- No more than three (3) software demonstrations will be pursued by the City for further evaluation following initial proposals.

Task 3. Perform Data Collection, Integrate Asset Registry, and Mapping

Task 3 includes locating and mapping the existing sewer infrastructure, building a GIS registry, and integrating the new CMMS system.

- Perform Level B, Subsurface Utility Engineering (SUE) on approximately 63 miles of sewer force main piping. However, several factors can result in a line being mismarked or left unmarked by our technicians that are beyond the control of LDA or its team members. These include, but are not limited to, a lack of adequate prints or available site knowledge, a lack of access to utilities, and a lack of visual indications of the utility's presence.
- Provide the horizontal and vertical information on approximately 76 manholes within the City of Belle Meade infrastructure. For the gravity sewer manholes, the top elevation and accessible inverts of all pipes entering and exiting the structure will be located along with sizes and material types, if attainable.
- Locate and map approximately 923 residential grinder pump stations to be provided in the Asset Management Plan. However, LDA can not guarantee ingress/egress into residential properties, as such, additional coordination may be required and not part of this Scope of Services.
- Locate and map five (5) Odor Control Stations.
- Create digital mapping of the existing sewer system.

Deliverables include:

- GIS asset registry.

Task 4. Develop Asset Management Plan and Funding Strategy

In Task 4, LDA will assist in developing the City of Belle Meade Asset Management Plan. This plan includes establishing target Levels of Service (LOS) for Belle Meade. The activities within Task 4 include:

- Assist the City to set target LOS.
- Identify critical assets and risk mitigation.
- Determine asset lifecycle costs.
- Operations and maintenance planning.
- Capital improvement plan and budget.
- Create a plan to maintain, repair, and replace sewer system assets, as planned and required.
- Develop funding strategies including the following activities:
 - Review annual budget.
 - Assess billing rates.
 - Evaluate grant opportunities.

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Deliverables include:

- Written asset management plan detailing the City of Belle Meade sewer system and the City's plan to manage assets as outlined by TDEC guidelines.
- Memorandum summarizing funding strategy recommendations.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Design of sewer system improvements
- TDEC Submissions and Approvals
- Utility rate study

Additional Services

Any other services not expressly provided for in the above scope will be billed as additional services and performed at our then-current hourly rates.

- Integration of additional assets not listed herein (traffic signals, signage, ADA assets, etc.)
- Utility rate study and recommendations
- Sewer system design services
- Sewer permitting

Schedule

LDA will provide our services as expeditiously as practicable to meet a mutually agreed-upon schedule. LDA would expect to commence work within two (2) weeks of notice to proceed and have the final deliverables complete by June 30, 2025.

Deliverables

LDA will provide the following deliverables:

- Memorandum summarizing the CMMS functional and technical requirements.
- Written content for CMMS RFP.
- GIS asset registry.
- Written asset management plan detailing the City of Belle Meade sewer system and the City's plan to manage assets as outlined by TDEC guidelines.
- Memorandum summarizing funding strategy recommendations.

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Fee and Expenses

LDA will perform the services for the scope of work of the survey on an lump sum basis by phase as indicated below.

1. Conduct Asset Inventory Assessment	\$35,250
2. Assist with Asset Management Software Procurement	\$56,500
3. Perform Data Collection, Integrate Asset Registry, and Mapping	\$503,500
4. Develop Asset Management Plan and Funding Strategy	\$167,750
Total	\$763,000

Fees will be invoiced monthly. Payment is due within 30 days of the invoice.

Closure

We appreciate the opportunity to provide these services to you. Please let me know if you have any questions or concerns.

Sincerely,

Taylor Hagood, EI
Principal and Client Services Lead
THagood@LDAinc.com
865-898-8485

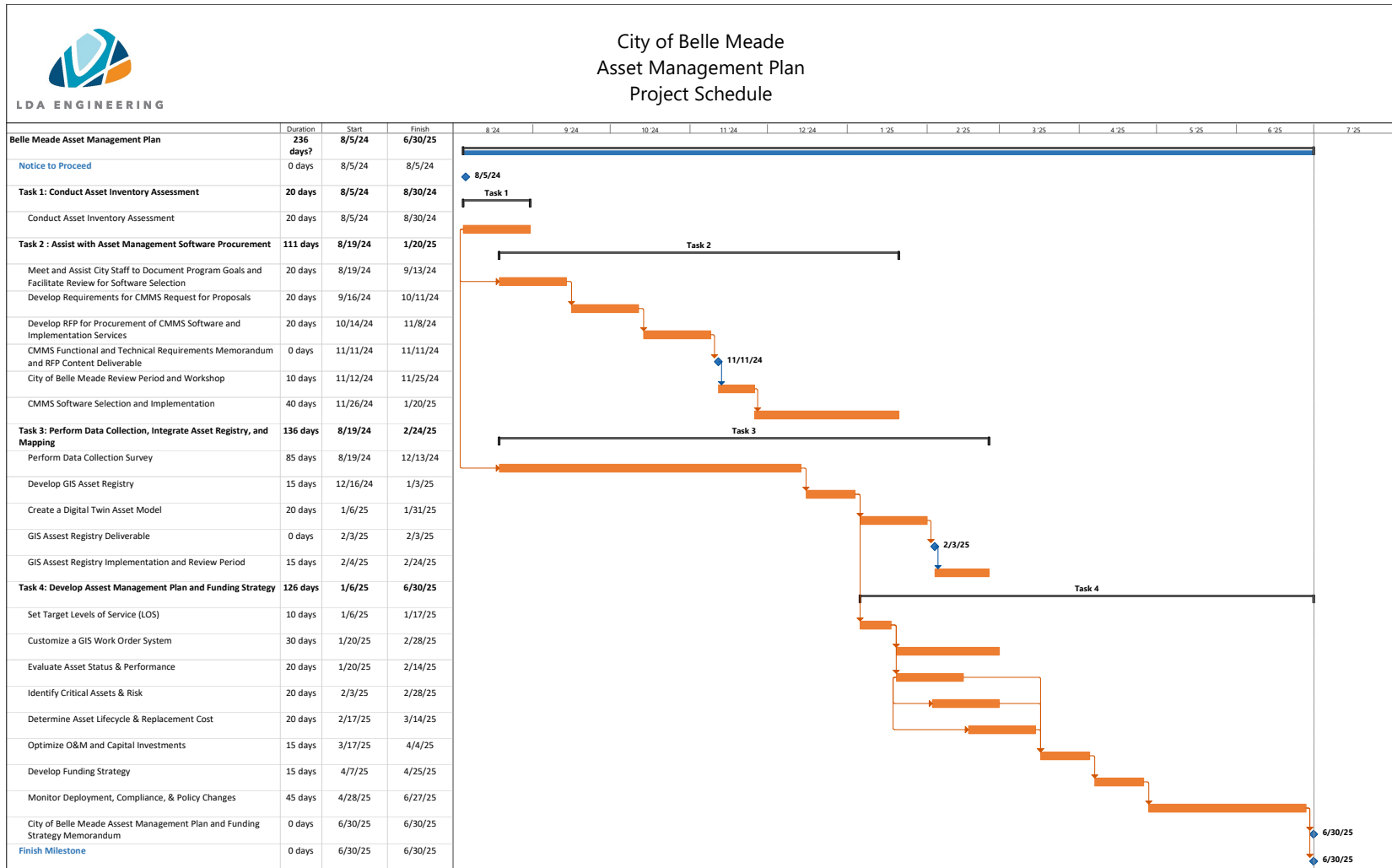
Approved by Board of Commissioners
at regular meeting of July 17, 2024



LDA ENGINEERING

Project Limits

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
Doug Berry, City Attorney

From: Jennifer Moody, City Manager

Date: August 21, 2024

Re: Wholesale Agreement between Belle Meade and Metro-Nashville (Sewer Services)

BACKGROUND

The City of Belle Meade is a customer of the Metro-Nashville system for the transport and treatment of sewage collected within the city. While the City of Belle Meade owns and maintains a sewage collection system, we do not have our own treatment facilities. The sewage flows from our system into the Metro system where it is treated. The City of Belle Meade, and all other wholesale customers, operate under 10-year Agreements with Metro expiring on October 1, 2024.

The term of the new 10-year Agreement would be from October 1, 2024 to October 1, 2034 with a new rate for the initial year of 2024 being set at \$1.62 per hundred cubic feet. The other terms of the agreement have not changed significantly. In the future years of the Agreement, the City of Belle Meade's wholesale rate would be adjusted on October 1st of each year. In the initial year, and every 5-years thereafter, the wholesale rate is determined based upon a third-party consultant's rate study. All wholesale customers participate in selection of the third-party consultant and share in the cost of the study. In the intervening years, the rate is adjusted (increased or decreased) based up the lesser of two indices – one is the NACWA Service Charge Index and the other is the Consumer Price Index – All Urban Consumers (CPI-U).

Upon acceptance of this new Agreement, the new wholesale rate effective October 1, 2024 will be \$1.62 per CCF. This is a 5.8% increase over last year's rate and is based upon the rate study performed by CDM Smith. , which was significantly lower this year than the CPI-U of 8.5%. Below is the history of wholesale rates during the current 5-year period.

Year	2019	2020	2021	2022	2023	2024
Utility Price	\$1.38	\$1.40484	\$1.4217	\$1.46	\$1.53	\$1.62
Lowest Index of Two:						Based on Rate Study with CDM Smith 5.88%
NACWA	-	3.80%	2.90%	3.10%	4.50%	
CPI-U	-	1.80%	1.20%	5.30%	8.50%	

PROPOSED AGREEMENT

Metro Water has sent the proposed Agreement for your consideration to continue receiving wastewater treatment services for a new 10-year term.

RECOMMENDATION

The Board is recommended to ratify approval for the Mayor to sign an Agreement between Metro Water and its Wholesale Customers, including the City of Belle Meade, for transportation and treatment services in support of Belle Meade's sewer utility. Due to the need to meet Metro Council's deadline, the Agreement was signed and submitted to Metro-Water on Wednesday, August 14th therefore we need to ratify your approval to make the signature effective and properly authorized.

FISCAL IMPACT

The initial year of the Agreement includes a new wholesale rate that representing a 5.88% increase over last year.

Attachments

Metro-Water Wholesale Customer Agreement
CDM Smith Memorandum
CDM Smith Presentation Slides

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2024, by and between the Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Belle Meade ("Customer").

WHEREAS, Metro owns and operates a sewage transportation and treatment system (the "Metro System"); and,

WHEREAS, Customer owns and operates a sewage collection system (the "Customer System"); and,

WHEREAS, the Metro System has or will have sufficient capacity to safely and effectively accept and treat sewage flows from the Customer System as contemplated herein.

THE PARTIES AGREE AS FOLLOWS:

1. Effective Date; Term. This Agreement shall become effective only after its approval by the Metropolitan Council and filing with the Metropolitan Clerk. The term shall commence on October 1, 2024 and end on October 1, 2034.
2. Transportation and Treatment Service. Metro agrees to accept into the Metro System sewage flows from the Customer System for transportation and treatment.
3. Billing. The parties agree that Metro will read the water meters for Customer's water and sewerage customers and, based on the meter readings obtained, bill such customers for:
 - a. water service at the applicable rates set forth in the Metropolitan Code of Laws; plus
 - b. sewerage service at the Utility Price established in this Agreement; plus
 - c. a surcharge of 10% of the amount due for sewer service as provided in BL2010-790; plus
 - d. an administrative fee of 10% of the charges due for wholesale sewerage service at the Utility Price; plus
 - e. a surcharge ("Belle Meade Surcharge") as directed by Customer.
4. Surcharge Payments. Once each month, Metro will remit all Belle Meade Surcharge payments collected on the behalf of Customer in the previous month.
5. Metro Transportation and Treatment Utility Price. The Utility Price on October 1, 2024 shall be \$1.62 per hundred cubic feet.

6. Annual Utility Price Adjustments. On October 1 of each year during the term of this Agreement, the Utility Price shall be adjusted for the following calendar year.
- a. For the calendar years beginning October 1 of each year except 2029 and 2034, the Utility Price then in effect shall increase or decrease by a percentage equal to the smaller of: (1) the percentage increase or decrease from the previous calendar year in the Service Charge Index compiled and published by the National Association of Clean Water Agencies; or (2) the percentage increase or decrease from the previous calendar year of the annual average in the Consumer Price Index – All Urban Consumers (CPI-U), U.S. City Average, All Items, 1982-1984 = 100, published by the United States Department of Labor, Bureau of Labor Statistics. If one of the indexes identified in this paragraph ceases to be published during the term of this Agreement, a comparable index acceptable to the parties shall be substituted.
 - b. For the calendar year beginning October 1, 2029 and 2034, the Utility Price shall be set using the utility approach method used by Metro and its wholesale customers, including Customer, to establish the initial Utility Price, which method is described below.
 - i. The operating cost component shall be calculated using Metro's then current fiscal year budgeted costs for operation and maintenance of joint facilities divided by the total treated flow through all Metro facilities expressed as an average annual flow for the three previous fiscal year periods. Joint facility costs are defined as Metro's budgeted operations and maintenance costs for wastewater services only, exclusive of debt service costs, capital outlay, capital improvements plan (CIP) and stormwater costs. Joint facility costs include costs for the operation of facilities that provide benefit to both wholesale and retail customers. Typically, joint facility costs would include costs associated with the operation of all core system assets, including wastewater treatment plants, wastewater interceptors and pump stations. Joint facility costs do not include retail costs, such as costs for the operation of system components that generally do not benefit wholesale customers. Retail costs would include costs associated with the local service wastewater collection lines, as well as customer service and billing and collection costs.
 - ii. The capital cost component includes both a return on assets calculation and an allocated portion of depreciation expense.
 - a. The return on assets calculation considers the original cost less depreciation of Metro's capital assets that benefit both wholesale and retail customers. Capital assets include wastewater treatment plant assets, including sludge management and odor control facilities, pump station assets, wastewater interceptors and large force mains that are determined to benefit both wholesale and retail customers. This return on asset base shall not include construction work in progress. The capital allocation to wholesale customers, as a class, shall be based on their proportionate share of treated flows. The resultant capital allocation shall be multiplied by a capital cost return component based on Metro's weighted cost of debt, plus 200 basis points (two percentage points). Metro's weighted cost of debt shall be based on outstanding bond issues for wastewater debt listed in the most recent official statement for Metro bonds.

- b. The allocated portion of depreciation expense shall be based on the annual depreciation of wastewater assets that benefit both wholesale and retail customers. The allocated portion of depreciation expense to wholesale customers, as a class, shall be based on their proportionate share of treated flows.
 - c. The sum of the return on assets calculation and the allocated portion of depreciation expense shall be divided by the total treated flow of all wholesale customers, as a class, expressed as an average annual flow for the three previous fiscal year periods.
 - d. Depreciation amounts will be based upon the depreciation policies and procedures used by Metro, provided such depreciation policies and procedures are consistent with generally accepted accounting principles and policies applicable to municipal water and sewer utilities.
7. Selection of Rate Consultant. Not later than October 1, 2028, and again not later than October 1, 2033, Metro and Customer shall jointly engage a qualified and mutually acceptable rate consultant to develop the Utility Price as contemplated in Paragraph 6 of this Agreement. The costs for the development of the Utility Price pursuant to this Paragraph shall be borne jointly by Customer and Metro.
 8. Additional Capacity. The parties recognize and acknowledge that neither has any ownership rights to additional capacity in the sewage collection, transportation or treatment systems of the other. Neither party shall have any right to compel the acceptance of flows into the other party's system in excess of the limits specifically stated in this Agreement.
 9. Industrial Pretreatment Program. Should a Significant Industrial User ("SIU") per EPA 40 CFR 403 regulations or any user that could discharge process waste that may otherwise adversely impact the receiving POTW, an Industrial Pretreatment Program ("IPP") must be administered, either by Metro or its Municipal satellite customers ("Customer"). The IPP shall be administered in accordance with published Federal and State laws, rules, and regulations. The IPP Administrator shall take all necessary steps, including, without limitation, discontinuation of service, to ensure that businesses discharging waste into the service area comply with applicable codes, rules and regulations concerning permitting and discharge limits. Furthermore, IPP Administrator shall ensure that all flows into Metro's POTW conform in all respects to Metropolitan Code of Laws § 15.60.010 et seq. and any duly enacted amendment or successor ordinance. Likewise, should any flow from Metro's POTW discharge into a Customer's service area, Metro shall abide by the Customer's respective relevant Municipal Codes, amendments, and ordinances. Customers of Metro's POTW must notify Metro of their Administrator by choosing one of the three options below. In the event that a Customer chooses to change their Administrator option, they are free to do so by providing Metro with a 180-day notice.

Option 1: Customer does not have a SIU in its service area and local zoning codes limit the likelihood that an SIU will locate itself in this service area in the future, thus an IPP Administrator is not applicable.

Option 2: Customer shall function as its own IPP Administrator. Customer shall administer IPP at its sole cost and expense. Customer and Metro shall promptly provide each other any

documents from either party or other government entity relating to their respective IPP, and likewise furnish said documents to relevant Approval Authority upon request. Metro will monitor discharge from Customer at agreed Point of Connection (POC) into Metro POTW. Should the Customer fail to adequately administer their IPP, Metro will take appropriate action to ensure compliance and assess related cost to the Customer. If Metro determines Customer remains in Significant Non-Compliance for more than a 365-day period, Metro reserves the right to remand Customer to Option 3.

Option 3: Metro shall function as Customer's IPP Administrator. Customer shall require compliance with the IPP by its sewer clientele and shall cooperate with Metro in its enforcement. To assist Metro in its enforcement, Customers shall provide the following to Metro:

- An annual report submitted by October 1 of each year of water and sewer usage for all commercial and industrial user accounts in their service area; and
- Daily flow data at each connection point upon request; and
- Updated Sewer System Data submitted by October 1 of each year. GPS coordinates may be provided for data sets less than 50 points. Data sets with 50 points or more shall be provided in an electronic GIS shapefile or other geodatabase format; and,
- Notification of new construction, renovation, or occupancy of Industrial Zoned Properties and Businesses.

Metro shall recover the costs of administering the IPP through user, permit and other fees in accordance with the same policies and procedures applicable to Metro's own sewer clientele, provided, however, that Customer shall reimburse Metro for reasonable actual costs of administering the IPP not so recovered.

Customer has chosen Option 1.

10. Extension. The term of the Agreement shall end on October 1, 2034, but may be extended by the parties upon such terms as they may then agree. Neither party shall be entitled to a refund of any payment made under this Agreement upon the termination or expiration of this Agreement. The parties agree that no notice shall be necessary in order for the Agreement to terminate by expiration at the end of the term referenced above.
11. Reselling of Service. Services provided to Customer under this Agreement shall not be resold to any other governmental or other entity other than Customer's retail customers.
12. Assignment. Customer shall not assign its rights under this Agreement to any entity without Metro's written consent.
13. Modifications. All of the terms of agreement and understandings of the parties are set forth in this document. No modification of this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.
14. Mediation. In the event of a dispute between the parties on any matter arising under this Agreement which the parties cannot reconcile, the dispute shall be submitted to mediation in accordance with the terms of this paragraph before any complaint can be filed in a court of law or equity for a breach of this Agreement. In the event the dispute involves the Utility

Price to be paid by the Customer for wholesale sewer treatment service, the mediator shall have experience in performing utility rate cost of service studies. If the parties cannot agree upon a qualified mediator, a qualified mediator shall be appointed by the Clerk and Master of the Davidson County Chancery Court upon application by the parties certifying their inability to agree upon a qualified mediator. The mediator shall establish the procedures for the mediation.

15. Governing Law and Forum. This Agreement shall be governed by the laws of the state of Tennessee, and any action relating to this Agreement shall be brought only in a court of competent jurisdiction in Davidson County, Tennessee.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

APPROVED:

Freddie O'Connell, Mayor

RECOMMENDED BY:

Director, Department of Water and Sewerage
Services

APPROVED AS TO AVAILABILITY OF
FUNDS:

Director, Department of Finance

APPROVED AS TO RISK AND
INSURANCE:

Director of Insurance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

ATTESTED:

Metropolitan Clerk

CITY OF BELLE MEADE

APPROVED:

Mayor

ATTEST:

City Manager

APPROVED AS TO FORM
AND LEGALITY:

General Counsel, City of Belle Meade



Memorandum

*To: Nashville Metro Water Services
City of Belle Meade
City of Brentwood
City of Goodlettsville
City of La Vergne
City of Millersville
City of Ridgeway
White House Utility District*

From: CDM Smith

Date: July 2024

Subject: Metro Nashville Wholesale Wastewater Rate Update

1.0 Introduction

The Metropolitan Government of Nashville and Davidson County ("Metro") and a group of wholesale customers (City of Brentwood, TN; City of La Vergne, TN; City of Belle Meade, TN; City of Goodlettsville, TN; City of Millersville, TN) agreed in 2009 to a modified methodology for Metro charging those customers for the wastewater conveyance and treatment services provided by Metro (for purposes of this memorandum, the "Agreement"). The methodology establishes a wastewater rate that is adjusted periodically based on an objective cost index. Under the Agreement, every five years, the rate is to be recalibrated based on actual changes in Metro's costs and capital investments during that preceding five-year period. While the Agreement only applies to the five communities listed above, for the purposes of the rate calculations, all wholesale customers are included in the wholesale customer class used in the analysis.

In 2009, the existing wholesale rate agreements were updated based on a mediation process to resolve issues that arose between Metro and several wholesale wastewater customers related to proposed rate increases. Third party mediation was completed in December 2008, with the result of the process being a revised wholesale rate and methodology to be used for the initial five-year period and subsequent updates. This mediated process was the basis for revised wholesale user agreements, which included the provision to update the rates every five years using the accepted methodology. The revised methodology accepted by the parties has the following major elements:

- All the wholesale customers are treated as a single class. The wholesale flow characteristics are aggregated, and the wholesale customers are assessed the same unit rate (\$ per hundred cubic feet, or \$/CCF).

Metro Nashville Wholesale Wastewater Rate Update
 July 2024
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- The wholesale customers' share of costs is limited to the facilities and infrastructure that benefit the wholesale customers – so-called "Joint Use Facilities." The determination of Joint Use Facilities for the purpose of the wholesale rate calculation involves:
 - Identifying and excluding from the analysis the facilities and infrastructure owned and operated by Metro that exclusively support the water system.
 - Identifying and excluding from the analysis the facilities and infrastructure owned and operated by Metro that exclusively support Metro's retail system.
 - Identifying facilities that support overhead activities (such as Metro's office buildings).
- An operations and maintenance element is developed based on Metro's costs of operations related to Joint Use Facilities. The wholesale customers share of these expenses is based on their proportionate share of average flow from the preceding 3 years.
- A capital cost recovery element is developed based on Metro's capital base and associated annual depreciation related to Joint Use Facilities. The allocation to the wholesale customers is based on proportionate share of flow.

As noted, wholesale rates were first established under this methodology in 2009 and consistent with the Agreement updated in 2014, 2019 and this 2024 update. The purpose of this memorandum is to report on the third updating of the rate to enable Metro and the wholesale customers to recalibrate the rate beginning in October 2024 and to set the base for this 5-year rate period.

2.0 Wholesale Rate Update

To determine the rates in accordance with the Agreement, the total wholesale wastewater flows, total system wastewater flows, annual operating and maintenance costs, and the capital costs (on a utility-basis, not cash basis) were developed. This document first presents the share of wholesale wastewater flows used to ultimately derive the unit rate on a \$/CCF basis. The steps through which the operating cost component of the unit rate and the capital cost component of the unit rate are developed are then described.

2.1 Wastewater Flows

As defined in the Agreement, the methodology specifies that the allocation of costs between Metro and the wholesale customers are based on the wholesale customers' pro rata share of total flows received at Metro's wastewater treatment plants. Flows for three consecutive years are averaged for the purpose of the calculation; this approach lessens the consequence of the flow data being skewed by some anomalous event or circumstance in a given year. **Table 1** summarizes the flow contributions from Metro and each wholesale customer and provides a comparison to the flow from the calculations in 2019. The percent wholesale contribution will be used to determine the portion of operating costs and capital costs that are recovered from wholesale customers. The total wholesale flow will be used to determine the unit rate.

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Table 1 Flow Data Used for Rate Calculation Flow by Community, 3-Year Average				
2019 Calculation			2024 Calculation	
Community	Flow (CCF)	Percent of Total	Flow (CCF)	Percent of Total
Hendersonville	2,416,630	3.09%	2,448,296	2.98%
Goodlettsville	1,930,091	2.47%	1,759,511	2.14%
Millersville	194,748	0.25%	233,447	0.28%
Ridgetop	31,691	0.04%	35,629	0.04%
White House	179,756	0.23%	252,687	0.31%
Belle Meade	127,294	0.16%	21,633	0.03%
Brentwood	2,147,519	2.75%	2,252,651	2.74%
LaVergne	1,198,930	1.53%	1,707,348	2.08%
<u>Mt. Juliet</u>	<u>1,678,903</u>	<u>2.15%</u>	1,666,334	2.03%
Total Wholesale Flow	9,905,563	12.67%	10,377,536	12.63%
<u>Metro Flow</u>	<u>68,304,820</u>	<u>87.33%</u>	71,799,858	87.37%
Total System Flow	78,210,383	100.00%	82,177,394	100.0%

Note: The 2024 calculation represents the average flows for FY 2021-2023, and the 2019 calculation represents the average flows for FY 2016-2018.

The three-year average flow for the entire system increased approximately 5 percent since the 2019 calculation, with wholesale customer flow also increasing by around 5 percent over the same period. In relative terms, the wholesale portion of total system flow has decreased slightly from approximately 12.7 percent in 2019 to 12.6 percent in the current calculation.

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3.0 Operating Cost Component

The methodology defined in the Agreement stipulates that the wholesale customers be charged a proportionate share of Metro's operations and maintenance (O&M) costs based on the wholesale customers' proportionate flow. The process to determine the operating cost component for the wholesale customers consists of two steps:

- Determine the wholesale customers' proportionate flow, as calculated in the previous section;
- Determine the O&M costs that are attributable to the wastewater system and are considered joint use.

Joint wastewater O&M costs are allocated to wholesale customers based on the proportionate share of system flows. System flows are defined as the total volume of wastewater processed through each of Metro's treatment plants.

The operating costs for this current iteration are based on the approved FY 2024 Metro operating budget. As previously mentioned, the costs allocable to the wholesale customers should exclude costs that solely benefit the water system. Certain costs are easily identified as water only (e.g., costs related to a water treatment plant); however, shared overhead and system costs are not explicitly separated between water and wastewater function in Metro's budget. Since the shared costs support both the water and wastewater systems, an allocation exercise is performed to apportion the shared overhead costs between the water and wastewater systems. The shared overhead and system costs allocated to the wastewater system combined with the directly allocated wastewater costs result in the total allocable wastewater costs.

The wholesale customers are responsible for costs associated with assets or processes from which they benefit, meaning the wholesale customers would not be responsible for costs that exclusively support Metro's retail system. An allocation exercise is performed to identify the wastewater costs that support only the retail system, which are excluded from the wholesale allocation. The remaining costs are those that jointly support the retail and wholesale systems. For FY 2024, it was determined that wastewater joint O&M totaled \$80.0 million. Joint O&M includes treatment plant costs, elements of the conveyance system and allocated overhead and administrative costs. **Table 2** summarizes the major components of the budget and represents the allocation to Joint Use Facilities after the reductions for water and/or retail facilities.

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Table 2 Wastewater O&M Allocation Joint Allocation by Category			
Cost Category	% of Wastewater O&M Allocated to Joint	Joint O&M - After Allocation	Allocation Method
Administration	80%	\$5,240,611	Composite
Human Resources	77%	\$705,406	Employee Function
Stores	80%	\$195,963	Composite
Business and Finance	80%	\$1,496,781	Composite
Development Services	47%	\$360,220	Net book values – joint use assets to total
Information Service	80%	\$2,458,014	Composite
Customer Service	0%	\$0	All Retail
Engineering	47%	\$457,408	Net book values – joint use assets to total
System Services	28%	\$3,182,922	Net book values - Force Mains and Trunks to total of Collection Lines, Force Mains and Trunks
Dry Creek WWTP	100%	\$8,204,500	All Joint
Whites Creek WWTP	100%	\$5,755,900	All Joint
Central WWTP	100%	\$35,210,900	All Joint
Laboratory	100%	\$3,483,600	All Joint
Operations Administration	100%	\$233,880	All Joint
PS/Telemetry	100%	\$12,693,200	All Joint
<u>Security</u>	100%	<u>\$352,500</u>	All Joint
Total Allocated Joint O&M		\$80,031,804	

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The total allocated joint O&M is \$80.0 million, which is the basis for determining the operating costs recoverable from wholesale customers.

The wholesale customers are responsible for a portion of \$80.0 million in total allocated joint O&M. The wholesale customers' proportionate share of system flow is 12.63 percent, which under the methodology means that the wholesale customers are responsible for \$10.1 million in joint O&M costs. Since the wholesale customers are assessed the same unit rate, the amount recoverable from wholesale customers (\$10.1 million) divided by total wholesale flow (10,355,902 CCF) results in the wholesale operating cost component rate of \$ 0.97/CCF. Each wholesale customer is charged based on their metered flow over the course of the year times the calculated rate.

Table 3 Operating Cost Component Wholesale Rate per CCF	
Total Allocated Joint O&M	\$80,031,804
<u>Wholesale Share of Joint O&M</u>	<u>12.63%</u>
O&M Allocated to Wholesale	\$10,106,585
<u>Wholesale Flow (CCF)</u>	<u>10,377,535</u>
Wholesale Rate (\$/CCF)	\$0.97

4.0 Capital Component

The wholesale customers are also assessed a charge to reimburse Metro for the costs of constructing and replacing the infrastructure from which the wholesale customers benefit. The Agreement sets forth the methodology for determining the capital charge, which is based on the utility method of cost recovery. The fundamental aspect of the utility method is that capital cost recovery is based on the value of the Joint Use Facilities, rather than annual expenses incurred by Metro (i.e., capital replacement expenditures and debt service). There are two elements to the capital charge:

- Return on rate base, which is a method of cost recovery based on the value of the capital asset base that benefits the customer being assessed a rental rate for that asset value. It is comparable to the interest component of a debt-service payment.
- Depreciation, which is essentially the current year value of the infrastructure used in that year and is comparable to the principal component of a debt service payment.

These elements are added together to derive the capital cost component of the wholesale wastewater rate.

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In general, the utility method as applied under the Agreement assumes:

- Wholesale customers will begin paying their share of capital costs when those assets are “booked” and are used and useful. This means that the rate base excludes construction work in progress.
- The wholesale customers’ share of Joint Use Facilities will be based on their proportional share of treated flow as described above.
- Based on the 2009 negotiations, the parties agreed that for purposes of this calculation, the asset base includes 50 percent of the values for assets that were in service on or before June 30, 2004. Assets placed in service after June 30, 2004 are included at 100 percent.
- Depreciation amounts are based on the depreciation policies and procedures used by Metro.
- The rate of return is based on Metro’s cost of capital plus 200 basis points to reflect the risk premium agreed to in the negotiations.

4.1 Wholesale OCLD (Before Credits)

Similar to the operating cost component, the capital component for wholesale customers focuses on assets that support the wastewater system only and are considered Joint Use Facilities (i.e., the facilities from which the wholesale customers benefit). As part of the exercise to determine the assets allocable to wholesale customers, the assets are sorted into functional categories, such as each treatment plant, pumping stations, general sewer, etc. In addition, the assets are separated into two categories – assets in place prior to July 1, 2004 and assets in place from July 1, 2004 to June 30, 2018. This separation is necessary to conform with the requirement of the Agreement related to inclusion of 50 percent of the asset value for assets in place prior to July 1, 2004.

The capital cost component is largely driven by the Original Cost Less Depreciation (OCLD) for each asset, so the calculations show the original cost and the OCLD amounts for each category. The total OCLD on wastewater assets as of June 30, 2023, is approximately \$1.08 billion. However, the Agreement stipulates that assets in place prior to July 1, 2004 be carried at 50 percent of asset value, which means the total allocable OCLD for this exercise is \$811.8 million.

The functional categories to which the assets have been previously assigned are evaluated as to whether the category benefits the wholesale customers. An allocation factor is assigned to each functional category based on whether or not it jointly supports both the retail and wholesale systems. For example, the treatment plants would be allocated 100 percent to Joint Use while sewer collection would be allocated 0 percent to Joint Use, since it exclusively supports the retail system. The total OCLD for assets in each category is multiplied by the joint allocation factor, resulting in an OCLD allocable to wholesale customers for each functional category. To determine the wholesale portion of OCLD for each category, the allocable OCLD (\$811.8M) is

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multiplied by the wholesale portion of total system flow (12.60%). The resulting total of OCLD assets allocated to wholesale customers is \$48.0 million.

Table 4 summarizes the allocation of OCLD for joint use assets, by asset category.

Table 4 Allocation of OCLD as Joint Use by Asset Category			
Wholesale Rate Study Category	Original Cost Less Depreciation (OCLD)	Allocation as Joint Use	OCLD of Joint Use Assets
Central WWTP	\$121,090,282	100%	\$121,090,282
Dry Creek WWTP	\$32,337,673	100%	\$32,337,673
Whites Creek WWTP	\$17,018,668	100%	\$17,018,668
Nolensville Creek WWTP	\$3,674,477	100%	\$3,674,477
Sludge Management	\$3,480,573	100%	\$3,480,573
Sewer PS	\$39,336,288	100%	\$39,336,288
All Sewers	\$15,014,144	28%	\$4,203,960
Sewer Trunks Large FMs	\$115,011,020	100%	\$115,011,020
Sewer Collection	\$320,983,060	0%	\$0
Gen Sewer - Joint	\$44,695,476	100%	\$44,695,476
Gen Sewer - Retail	\$4,124,783	0%	\$0
<u>Combined Sewer</u>	<u>\$95,014,559</u>	0%	<u>\$0</u>
Total - All Assets	\$811,781,004		\$380,848,418

Table 5 summarizes the allocation of the OCLD of joint use assets to wholesale customers by asset category, by multiplying the calculated OCLD of joint use assets in **Table 4** by the wholesale customers' proportional share of total flow.

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Table 5 Allocation of OCLD of Joint Use Assets to Wholesale by Asset Category			
Asset Category	OCLD of Joint Use Assets	Wholesale Portion of Total System Flow	OCLD of Joint Use Assets Allocated to Wholesale
Central WWTP	\$121,090,282	12.63%	\$15,293,703
Dry Creek WWTP	\$32,337,673	12.63%	\$4,084,248
Whites Creek WWTP	\$17,018,668	12.63%	\$2,149,458
Nolensville Creek WWTP	\$3,674,477	12.63%	\$464,086
Sludge Management	\$3,480,573	12.63%	\$439,596
Sewer PS	\$39,336,288	12.63%	\$4,968,173
All Sewers	\$4,203,960	12.63%	\$530,960
Sewer Trunks Large FMs	\$115,011,020	12.63%	\$14,525,892
Sewer Collection	\$0	12.63%	\$0
Gen Sewer - Joint	\$44,695,476	12.63%	\$5,645,039
Gen Sewer - Retail	\$0	12.63%	\$0
<u>Combined Sewer</u>	<u>\$0</u>	12.63%	\$0
Total - All Assets	\$380,848,418		\$48,101,155

4.2 Contributed Capital Credits and Net Wholesale OCLD

Prior to the Agreement, portions of Metro's system were funded through EPA grants and separate trunk and transmission contracts with wholesale customers (201 Agreements). It had been established that the wholesale customers would receive credit for grants as well as prior capital contributions from the wholesale customers since those contributions would have funded a portion of Metro's capital asset base. The approach to recognize the grants and contributed capital was to consider the amounts as an offset to the asset base for the purposes of the wholesale rate calculation. However, over time the assets partially funded by the grants and contributed capital have depreciated, so the remaining value on those assets will have declined from the value that existed when the grants and contributed capital were recognized.

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Therefore, the estimated remaining value of the assets partially funded through the grants and contributed capital is recalculated to provide a more accurate representation of the current value of the contributions. The pro-rated portion of the remaining value of the original investment is determined by dividing the remaining net book value on the assets in service on or prior to the end of FY 2004 by the original cost of those assets. The allocation to wholesale customers for the EPA grants is based on the percent of wholesale flow to the total system flow, while the allocation for the 201 Agreements is based on a value of 10 percent consistent with the original wholesale agreements. The current offset applied to the OCLD of assets allocated to wholesale customers for this exercise is \$4.3 million, meaning that the OCLD allocated to wholesale for the capital cost component is \$43.7 million.

4.3 Return on Rate Base

The return on rate base is calculated on the net wholesale OCLD. The return on assets cost component is calculated to cover interest costs on the debt financed portion of capital and a return on the equity on assets. To calculate the wholesale return on assets cost, the Agreement establishes the rate of return as Metro's weighted average cost of debt, plus a risk premium of 200 basis points.

Table 6 summarizes the weighted average cost of capital that establishes the rate of return.

Table 6 Capital Cost Component Weighted Average Cost of Capital	
Total Principal Outstanding	\$1,499,685,000
Weighted Interest Rate for all Issues:	3.38%
<u>Contractual Risk Premium</u>	<u>2.00%</u>
Weighted Cost of Capital	5.38%

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Table 7 shows the calculation of the return on rate base, which is the OCLD allocated to wholesale customers (net capital contribution offset) multiplied by the rate of return.

Table 7 Capital Cost Component Return on Rate Base to Wholesale	
OCLD Allocated to Wholesale	\$43,634,36
<u>Rate of Return</u>	<u>5.38%</u>
Return on Rate Base	\$2,351,207
<u>Wastewater Flow (CCF)</u>	<u>10,377,535</u>
Return on Rate Base Unit Cost (\$/CCF)	\$0.23

4.4 Annual Depreciation

Depreciation is derived from Metro's fixed asset records, and the calculation of annual depreciation follows the same approach as previously described. The process involves aggregating the annual depreciation on assets that have been categorized in the functional groups allocated to Joint Use, with a 50 percent reduction to assets in use prior to July 1, 2004, consistent with the agreement. Similar to the rate of return, the amount allocated to wholesale is offset by the calculated portion of depreciation on grants and contributed capital.

Table 8 displays the annual depreciation allocated to wholesale.

Table 8 Capital Cost Component Annual Depreciation Allocated to Wholesale	
Annual Depreciation Allocated to Wholesale	\$4,405,889
<u>Less: Contributed Capital</u>	<u>(\$33,191)</u>
Net Annual Depreciation Allocated to Wholesale	\$4,371,912
<u>Wastewater Flow (CCF)</u>	<u>10,377,536</u>
Annual Depreciation Unit Cost (\$/CCF)	\$0.42

Metro Nashville Wholesale Wastewater Rate Update
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5.0 Wholesale Rate

Table 9 summarizes the total wholesale rate for 2024, compared with the rates developed in 2019. Metro MWS bills the communities on full dollars and cents, so the rate is presented in that format.

Table 9 Wholesale Customer Rate		
	2019 Rates	2024 Rates
O&M Rate (\$/CCF)	\$0.6957	\$0.9739
<u>Capital Rate (\$/CCF)</u>	<u>\$0.6876</u>	<u>\$0.6492</u>
Total Wholesale Rate (\$/CCF)	\$1.38	\$1.62

cc: Darryl Tomlinson, CDM Smith
 Joe Ridge, CDM Smith
 Brian Porter, CDM Smith

Metro Nashville and Customers Wholesale Rate Update

Draft Results

July 2024



**CDM
Smith**

Agenda

- Introductions
- Purpose and Scope
- Review wholesale rate methodology
- Summarize updated wholesale rate
- Discussion
- Next Steps

Purpose and Scope

- In 2008/2009, parties agreed to revised methodology for establishing wholesale charges for MWS wastewater treatment and conveyance
- Agreement establishes rate update every 5 years
- This is fourth update (previously updated in 2019) new rate to take effect in 2024
- Basic approach is to update the wholesale rates based on the 2009 mediated agreement, as modified, with the most current applicable data

Glossary

- Book Value—Original cost of infrastructure
- CIAC—Contributions in aid of construction. Amounts provided by outside entities to pay for portions of capital investment
- CWIP—Construction Work in Progress. Capital assets being developed but which are not in use. Wholesale charges exclude CWIP
- Joint Facility—MWS infrastructure that serves Nashville retail and some or all wholesale customers
- OCLD—Original cost, less accumulated depreciation
- Utility Method—Cost allocation method that uses depreciation and rate of return to recover capital costs
- Rate Base—Total OCLD minus CIAC minus federal grants that rate or return is applied and depreciation charge based on
- Weighted Cost of Capital—Rate applied to rate base as part of utility method.
 - Current weighted cost of debt issued by MWS
 - Plus 2 percentage point risk adjustment

Basic Elements of the Rate Methodology

- Wholesale customers treated as single class
 - Data aggregated for the wholesale customers and the facilities they benefit from
 - Each customer pays the same rate (\$/CCF) adjusted for their respective flow
- Rate reset every 5 years, with “inflation” adjustments permitted annually
- Wholesale rate includes
 - Operating cost component based on proportional flow for the “Joint Facilities”
 - Capital costs based on book value of Joint Facilities used by class
 - Modified utility method for determining relevant costs
 - Rate tied to proportional flow
- No true-up or adjustments at end of each five year term

O&M Rate Methodology

- Wholesale customers responsible for their *pro rata* share of the costs for the Joint Facilities
- *Pro Rata* determined by wholesale customer's share of total wastewater flows
- Allocated among the wholesale customers based on each entity's proportional measured flows for the previous three years

Operations and Maintenance Cost Allocation

■ Determine Flow Allocation—Based on 3-year average

Flow Data Used for Rate Calculation					
	2019 Calculation (FY 2016-2018 flows)			2024 Calculation (FY 2021-2023 flows)	
	Flow (CCF)	% of total flow		Flow (CCF)	% of total flow
Flow by Community (3-year average)					
Hendersonville	2,416,630	3.09%		2,448,296	2.98%
Goodlettsville	1,930,091	2.47%		1,759,511	2.14%
Millersville	194,748	0.25%		233,447	0.28%
Ridgetop	31,691	0.04%		35,629	0.04%
White House	179,756	0.23%		252,687	0.31%
Belle Meade	127,294	0.16%		21,633	0.03%
Brentwood	2,147,519	2.75%		2,252,651	2.74%
LaVergne	1,198,930	1.53%		1,707,348	2.08%
<u>Mt. Juliet</u>	<u>1,678,903</u>	<u>2.15%</u>		<u>1,666,334</u>	<u>2.03%</u>
Total Wholesale Flow	9,905,563	12.67%		10,377,536	12.63%
Metro Flow	68,304,820	87.33%		<u>71,799,858</u>	87.37%
Total System Flow	78,210,383			82,177,394	
Note: The methodology calculates a rate based on the flow of all wholesale customers, regardless of whether they are participants in the Agreement or not.					

Operations and Maintenance Cost Allocation

■ Determine Wastewater Joint Cost

Wastewater O&M Allocation - Joint Percent Allocation by Category – FY 2024

	% of WW Cost Allocated to Joint	Joint Cost (After Allocation)	Allocation Basis
Administration	80%	\$5,240,611	Composite
Human Resources	77%	\$705,406	Employee Function
Stores	80%	\$195,963	Composite
Business and Finance	80%	\$1,496,781	Composite
Development Services	47%	\$360,220	Net Book Values – Joint Use Assets to total
Information Service	80%	\$2,458,014	Composite
Customer Service	0%	\$0	All Retail
Engineering	47%	\$457,408	Net Book Values – Joint Use Assets to total
System Services	28%	\$3,182,922	Net Book Values - Force Mains and Trunks to total of Collection Lines, Force Mains and Sewer Trunks
Dry Creek WWTP	100%	\$8,204,500	All Joint
Whites Creek WWTP	100%	\$5,755,900	All Joint
Central WWTP	100%	\$35,210,900	All Joint
Laboratory	100%	\$3,483,600	All Joint
Operations Administration	100%	\$233,880	All Joint
PS/Telemetry	100%	\$12,693,200	All Joint
Security	100%	\$352,500	All Joint
Total Joint O&M		\$80,031,804	

Operations and Maintenance Cost Allocation

- Determine Wholesale O&M Rate

O&M Cost Allocation Calculation, 2024	
Total Joint Costs	\$80,031,804
Wholesale Share of Joint Costs	<u>12.63%</u>
Total Joint Costs Allocated to Wholesale	\$10,106,585
Total Wholesale Metered Flow (CCF)	<u>10,377,535</u>
Rate per CCF	\$0.97

Operations and Maintenance Wholesale Rate – 2019 and 2024

O&M Wholesale Rate Calculation – 2019 and 2024		
	2019	2024
Total Joint Costs	\$54,410,586	\$80,031,804
Wholesale Share of Joint Costs	<u>12.67%</u>	<u>12.63%</u>
Total Joint Costs Allocated to Wholesale	\$6,891,252	\$10,076,711
Total Wholesale Metered Flow (CCF)	9,905,563	10,346,860
Rate per CCF	\$0.70	\$0.97

Capital Cost Allocation

- Recovers costs incurred by MWS to put in place the required infrastructure
 - Based on MWS fixed asset records
 - General Sewer category includes some Program Management costs and the PM costs are considered Joint Use
 - MWS may modify its fixed asset accounting to shift these Program Management costs out of General Sewer
- Two Components to the Capital Fee
 - Annual depreciation—analogue to debt service principal payment
 - Rate of return—analogue to debt service interest payment
- Annual depreciation
 - Determine OCLD of Joint Facilities
 - Contributed Capital – prior EPA grant funding, prior funding through Trunk and Transmission rates and equity payments from Wholesale Customers
 - Under the agreement, Pre-2004 assets based on depreciated value of 50% of asset value
 - Apply MWS depreciation rates to Joint Facilities
 - Allocate wholesale portion based on percent of reserved capacity for wholesale customers
- Rate of Return
 - Rate of return – weighted cost of capital, plus 200 basis points risk premium
 - Applied to Joint Facility Rate Base
- Determine wholesale capital rate
 - Divide wholesale allocated depreciation and rate of return by wholesale flow

Capital Cost Allocation

- Determine OCLD of Joint Use Assets Allocated to Wholesale

OCLD Allocated to Wholesale – 2024 Fixed Assets	
50% OCLD - Pre 2004 Assets	\$265,384,378
OCLD - Post 2004 Assets	\$546,396,626
Total OCLD for Allocation	\$811,781,004
Less: Contributed Capital	(\$36,020,726)
Less: OCLD of Retail Only Assets	(\$420,122,402)
Less: Retail Share of Trunks/Lines Pre 1975	(\$10,810,184)
Asset Value for Wholesale Allocation	\$344,827,692
Asset Value for Wholesale Allocation	\$344,827,692
Wholesale Allocation	<u>12.63%</u>
Wholesale Share	\$43,551,737
Adjustment for 201 Asset Agreement Wholesale Share (1)	<u>\$217,508</u>
OCLD Allocated to Wholesale	\$43,334,229
(1) 201 Asset Agreement Wholesale Share carries a 10% wholesale allocation factor, EPA grants tied to percentage of wholesale flow.	

Capital Cost Allocation

■ Determine Annual Depreciation

2024 Depreciation Calculation	
Annual Depreciation (1)	\$49,185,831
Less: Contributed Capital	(\$276,695)
Less: OCLD of Retail Only Assets	(\$13,906,454)
Less: Retail Share of Trunks/Lines Pre 1975	(\$323,473)
Annual Depreciation for Wholesale Allocation	\$34,679,209
Annual Depreciation for Wholesale Allocation	\$34,679,209
Wholesale Allocation	12.63%
Wholesale Share	\$4,366,419
Adjustment for 201 Asset Agreement Wholesale Share (2)	\$1,671
Annual Depreciation Allocated to Wholesale	\$4,368,090
(1) Sum of Depreciation for assets after FY 2004 at 100% and assets at FY 2004 at 50%	
(2) 201 Asset Agreement Wholesale Share carries a different allocation factor	

Depreciation derived from MWS Capital Asset Records

Overview Contributed Capital Adjustment

- Prior to original mediation, assets in Metro's system were partially funded by EPA grants and trunk and transmission contracts with wholesale customers (201 Agreements)
- Wholesale customers receive credit for the grants and contributed capital as an offset to allocable asset base
- Over time, the assets funded by the grants and contributed capital have depreciated, so required to recalculate estimated remaining value of the assets partially funded through grants/contributed capital

Contributed Capital (Detailed)

- Estimate a percentage remaining useful life on joint assets installed prior to 2004
 - OCLD divided by original cost
- Apply percentage remaining useful life to total EPA grants and contributed capital
 - Pro-rated portion of EPA grants and contributed capital to apply as offset to asset base
- Determine wholesale share of pro-rated portion of grants/contributed capital
 - EPA grants based on wholesale flow to total flow (12.59%)
 - Contributed capital based on 10%, consistent with original 201 Agreements
- Multiply wholesale share of pro-rated portion by rate of return
 - Amount of grant/contributed capital to offset wholesale portion of rate of return
- Determine annual depreciation factor
 - Annual depreciation on joint assets installed prior to 2004 divided by original cost of joint assets installed prior to 2004
- Apply annual depreciation factor to wholesale share of pro-rated portion of grants/contributed capital
 - Amount of grant/contributed capital to offset wholesale portion of annual depreciation

Capital Cost Allocation

- Determine Weighted Cost of Capital

Weighted Capital Cost Calculation	
Total Principal Outstanding	\$1,499,685,000
Weighted Interest Rate for all Issues (1):	3.38%
Contractual Risk Premium	<u>2.00%</u>
Weighted Cost of Capital %	5.38%
(1) MWS weighted average cost of debt based on outstanding bond issues and SRF loans as of FY 2024	

Capital Cost Allocation

- Determine Return on Rate Base

Return on Rate Base	
OCLE Allocated to Wholesale	\$43,634,361
Rate of Return	<u>5.38%</u>
Return on Rate Base	\$2,331,382

Capital Cost Allocation

- Calculate Wholesale Capital Rate

Wholesale Capital Rate	
Return on Rate Base	\$2,331,382
Annual Depreciation Allocated to Wholesale	\$4,405,889
Capital Cost Allocated to Wholesale	\$6,737,271
Capital Cost Allocated to Wholesale	\$6,737,271
Wholesale Flow (CCF)	10,377,535
Wholesale Rate (\$/CCF)	\$0.65

Wholesale Capital Rate – 2019 and 2024

Wholesale Capital Rate Calculation – 2019 and 2024		
	2019	2024
Return on Rate Base	\$2,829,206	\$2,331,382
Annual Depreciation Allocated to Wholesale	\$3,981,576	\$4,405,889
Capital Cost Allocated to Wholesale	\$6,810,783	\$6,737,271
Capital Cost Allocated to Wholesale	\$6,810,783	\$6,737,271
Wholesale Flow (CCF)	9,905,563	10,377,535
Wholesale Rate (\$/CCF)	\$0.69	\$0.65

Wholesale Share of Fixed Assets – 2019 and 2024

OCLD Allocated to Wholesale with Offsets – 2019 and 2024		
	2019	2024
50% OCLD - Pre 2004 Assets	\$309,037,727	\$265,384,378
OCLD - Post 2004 Assets	\$512,205,591	\$546,396,626
Total OCLD for Allocation	\$821,243,319	\$811,781,004
Less: Contributed Capital	(\$42,819,378)	(\$36,020,726)
Less: OCLD of Retail Only Assets	(\$431,623,388)	(\$420,122,402)
Less: Retail Share of Trunks/Lines Pre 1975	(\$12,823,506)	(\$10,810,184)
Asset Value for Wholesale Allocation	\$333,977,046	\$344,827,692
Asset Value for Wholesale Allocation	\$333,977,046	\$344,827,692
Wholesale Allocation	<u>12.67%</u>	<u>12.63%</u>
Wholesale Share	\$42,299,124	\$43,416,852
Adjustment for 201 Asset Agreement Wholesale Share (1)	\$265,986	\$217,508
OCLD Allocated to Wholesale	\$42,565,110	\$43,634,361
(1) 201 Asset Agreement Wholesale Share carries a 10% wholesale allocation factor, EPA grants tied to percentage of wholesale flow.		

Wholesale Rate

Comparison of Calculated Rates 2009, 2011, 2014, 2019, 2024 - Cost Per CCF						
2024 Calculated Rate						
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.97	\$0.65	\$1.62		
2019 Calculated Rate						
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.70	\$0.69	\$1.38		
2014 Calculated Rate						
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.70	\$0.61	\$1.30		
2011 Calculated Rate						
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.65	\$0.55	\$1.20		
2009 Calculated Rate						
			O&M	Capital	Total Rate	
	Wholesale customers (\$/CCF)	\$0.68	\$0.49	\$1.17		

Calculated Revenues Comparison

Wholesale Calculated Revenue 2009, 2011, 2014, 2019, and 2024					
	2009	2011	2014	2019	2024
Wholesale Rate (\$/CCF) (1)	\$1.17	\$1.20	\$1.30	\$1.38	\$1.62
Wholesale Flow	9,451,846	9,883,350	9,155,644	9,905,563	9,905,563
Calculated Revenue	\$11,191,926	\$12,212,717	\$12,005,357	\$13,278,094	\$16,243,386
(1) For the purposes of comparison, it is assumed all wholesale customers are charged the group rate					

- Note: calculation based on first year of each of the three rate periods before any inflation adjustments are taken.

July 2024 – Monthly Building, Stormwater, Planning and Code Enforcement Report

Building Activity

- Building Permits Issues – 10
 - Valuation - \$4,935,000
 - Permit Fees - \$25,132
- Building Inspections – 10
 - Inspections passed – 9
 - Inspections failed – 1

Stormwater Activity

- Land Disturbance Permit Applications – 3 (4430 Sheppard Place – revision, 612 Belle Meade Boulevard, 508 Park Center Drive)
- Land Disturbance Permit Issued – 1 (4406 Chickering Lane)
- As-Built Completed – 1 (717 Westview Avenue)

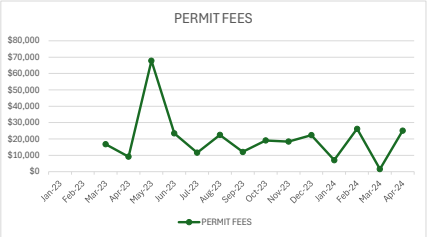
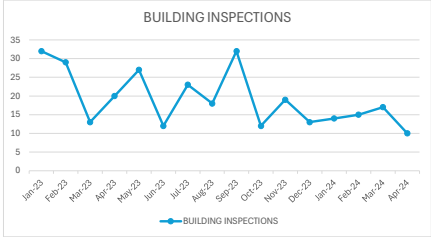
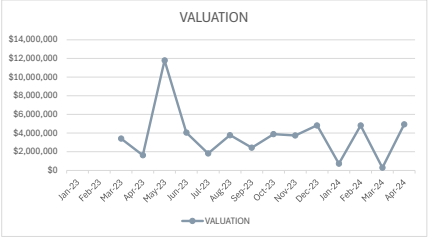
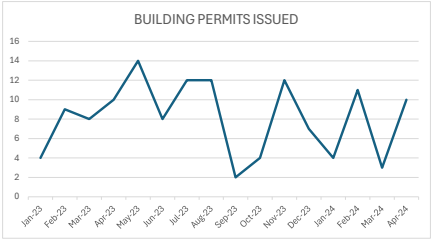
Planning Activity

- Board of Zoning Appeals applications – 4
 - The application of Infinity Pools, BZA 2024-20, 923 Westview Avenue, for Conditional Use for a swimming pool and a variance for fence placement and pool equipment placement. APPROVED
 - The application of Larsen and Heather Fusco, BZA 2024-19, 610 Enquirer Avenue, for a Variance to allowable building footprint, allowable gross floor area, side yard setback, and maximum of 30% flat roof. DEFFERED
 - The application of Nicole Vidalakis, BZA 2024-17, 1225 Chickering Road, for a Variance to the front yard setback and percentage of low-slope roof. DEFFERED
 - The application of Jenny Jacobs, BZA 2024-18, 203 Jackson Boulevard, for Conditional Use for a swimming pool and a variance for fence placement, pool equipment placement and rear yard setback. DENIED

Date	Permit #	Address	Improvement Type	Project Cost	Permit Fee	Company	Phone Number
7/3/2024	9338	221 Evelyn Ave.	Remodel	\$700,000.00	\$2,660.00	Tallman Enterprises LLC	615-300-4256
7/9/2024	9339	815 Belle Meade Blvd.	Addition	\$65,000.00	\$355.00	Peffer Cline Masonry Group	615-207-8636
7/10/2024	A24-0067	4429 Shepard Place	Addition	\$1,080,000.00	\$4,560.00	Homeowner	312-765-3456
7/10/2024	A24-0068	4429 Shepard Place	Demolition	N/A	\$500.00	Homeowner	312-765-3456
7/16/2024	A24-0071	212 Lynnwood Terrace	Accessory Structure	\$550,000.00	\$1,910.00	The Marchetti Company	615-394-5184
7/19/2024	A24-0073	1207 Canterbury Dr.	Addition	\$40,000.00	\$427.00	Cook Builders	615-202-8400
7/22/2024	A24-0074	401 Sunnyside Dr.	Addition	\$2,200,000.00	\$10,160.00	Coleman Builders Inc.	615-308-8375
7/24/2024	A24-0078	1219 Chickering Rd.	Renovation	\$200,000.00	\$1,060.00	Merrill Construction Group	615-879-1673
7/25/2024	24-0059	4304 Iroquois Ave.	Swimming Pool	\$100,000.00	\$3,500.00	Colclasure Company	615-975-9777
7/29/2024	A24-0082	402 W. Brookfield Ave.	Construction Trailer	N/A	N/A	Phipps Construction	615-473-8045

July 2024 Inspections Report			
Date	Address	Type	Status
1-Jul-24	208 Paddock Ln.	Insulation	Pass
3-Jul	626 Royal Oaks Pl.	Foundation	Pass
3-Jul-24	4425 Tyne Blvd.	Foundation	Pass
8-Jul-24	311 Sunnyside Dr.	Final	Pass
16-Jul-24	429 Westview Ave.	Final	Pass
23-Jul-24	424 Royal Oaks Dr.	Final	Pass
25-Jul-24	601 Belle Meade Blvd.	Framing	Pass
29-Jul-24	215 Lynnwood Ter.	Framing	Fail
30-Jul-24	215 Lynnwood Ter.	Framing	Pass
31-Jul-24	1220 Chickering Rd.	Framing	Pass

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
BUILDING PERMITS ISSUED	11			4	9	8	10	14	8	12	12	2	4	12	7	4	11	3	10
VALUATION	\$5,258,795					\$3,425,450	\$1,635,867	\$11,796,600	\$4,066,200	\$1,826,085	\$3,784,800	\$2,450,000	\$3,888,000	\$3,751,914	\$4,831,074	\$732,336	\$4,830,978	\$292,000	\$4,935,000
PERMIT FEES	\$28,831					\$16,780	\$9,142	\$67,844	\$23,378	\$11,615	\$22,509	\$12,110	\$19,068	\$18,384	\$22,310	\$7,042	\$26,219	\$1,554	\$25,132
BUILDING INSPECTIONS		23	23	32	29	13	20	27	12	23	18	32	12	19	13	14	15	17	10



- Planning Commission applications – 1
 - The application of Drew and Shelton Kitchen to the reconfiguration of the vacated Red Wing Avenue at 301 Westview Avenue, 313, 311, 309 Lynwood Boulevard, and 121 Westhampton Place. DEFERRED
- Historic Zoning Commission applications – 7
 - The application for a Certificate of Appropriateness, HZC2024-10, of Elizabeth Pogue representing Sara and Craig Perry, 401 Sunnyside Drive, to construct an addition to a single family residence. APPROVED
 - The application for a Certificate of Appropriateness, HZC2024-13, of Jamie Pfeffer representing Robert Echols, 4444 Tyne Boulevard, to construct a new single family residence. APPROVED
 - The application for a Certificate of Appropriateness, HZC2024-11, of Jenney Petrikin representing Billy Ray Caldwell, 508 Park Center Drive to construct an addition to new single family residence. DEFERRED
 - The application for a Certificate of Appropriateness, HZC2024-14, of Alan Looney representing Jeff Frey, 707 Lynwood Boulevard, to construct a new single family residence. DEFERRED
 - The application for a Certificate of Appropriateness, HZC2024-19, of Robert Swatt and Lars Nilsson, 1225 Chickering Road, to construct a new single family residence. DENIED
 - The application for a Certificate of Appropriateness, HZC2024-21, of Charlie Rankin, 4400 Howell Place to demolish an existing residence. DENIED
 - The application for a Certificate of Appropriateness, HZC2024-22, of Regular Meeting Page 1 of 2 07/09/24 Charlie Rankin, 4400 Howell Place, to construct a new single family residence. WITHDRAWN

Code Enforcement Activity

- Building Cases – 0
 - New - 0
 - Resolved - 0
- Stormwater Cases – 3
 - New - 2
 - Resolved - 1

- Property Maintenance Cases – 6
 - New - 1
 - Resolved – 0
- Zoning Cases – 1
 - New – 1
 - Resolved - 1

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2024							
	Date of Complaint	Violation Address	Owner	Description	Department	Status (Open/Closed)	NOTES
1	6/2/2023	717 Lynwood Blvd	Elaine Glezer	lot overgrown and inoperable vehicle; not habitable	Property Maintenance	OPEN	Came to court. Has made progress in cleaning property. Judge gave a continuation to 21 August 2024.
2	10/16/2023	4309 Glen Eden Drive	Brian & Amy Williams	pool fence is down	Property Maintenance	OPEN	Pool fence is down. Temporary fence in place. Two NOV sent. Fence damage was caused due to a tree that fell during a storm. Owner is waiting for his insurance company to settle his insurance claim so he can make needed repairs. Spoke with homeowners again and reiterated that the fence will have to be repaired as soon as possible.
3	11/20/2023	513 Lynwood Blvd.	Walter L. Wilson	Maintenance of Structure	Property Maintenance	OPEN	Sent NOV. 11/20/2023. Spoke with homeowner. Is in communication with a contractor to make repairs. Has received estimate from the Wills Company for repairs. Is working with the Wills Company to remedy issues.
4	4/15/2024	105 Lynnwood Blvd.	Ruth Cowan	Condition of Premises/Overgrown yard	Property Maintenance	OPEN	Multiple complaints on property. Home is in a state of disrepair and yard is overgrown. Homeowner is working on selling house
5	6/11/2024	112 Lynwood Blvd.	Jack Fleischer	LDP violation	Stormwater	OPEN	Disturbing land outside of approved area
6	6/20/2024	4403 Harding Pl.	Ginette Stone	Condition of Premises	Property Maintenance	OPEN	Remains of a collapsed shed are in back yard. Being covered by a fence with hanging tarps around it. Gutters are overgrown and need to be cleaned. Sent NOV 20 June 2024. Will follow up 1 July 2024. Spoke with homeowner on 26 June 2024. Says that she is going fix the violations and sell the property.
7	7/5/2024	4409 Warner Pl.	Michael Hayes	Dumping in waterway	Stormwater	OPEN	Resident complained and submitted pictures of a contractor working on a stone wall on July 4th dumping concrete mix into the creek. Has been passed on the CEC for further investigation.
8	7/12/2024	404 Lynnwood Blvd.	Joel Lyons	LDP Violation	Stormwater	CLOSED	All silt fencing is in place per the approved plans.
9	7/18/2024	4429 Warner Pl.	George Hetzel	Yard in state of disrepair	Property Maintenance	OPEN	Received a complaint from a neighbor about multiple dead bushes and trees throughout property. Sent NOV to property owner. Met on site 31 July 2024. Has agreed to clean up property. Will do a follow up inspection by 9 August 2024
10	7/26/2024	4416 Harding Pl.		Driveway being expanded	Zoning	Unfounded	Received a complaint from a neighbor about the driveway being expanded within 5' of property line. Conducted site visit, contractor is removing old driveway material and following approved plans.

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Mary Samaniego, Planning Director
Date: August 21, 2024
Re: Agreement with Barge Civil Associates, LLC for an Updated Zoning Map

Background

The City of Belle Meade needs to comprehensively update its Zoning Map to reflect changes since, including updating overall parcel lines and to reflect a new zoning district for approximately 70 parcels.

This agreement would allow the Zoning Map to be updated immediately upon the Board of Commissioner's approval of the new Zoning Ordinance. The City will receive a hard copy and pdf file copy.

Recommendation

The Board is recommended to approve and authorize the Mayor to sign an Agreement with Barge Civil Associates, LLC to update the City of Belle Meade's Zoning Map for a total fee not to exceed, \$11,500.00 excluding reimbursables.

Fiscal Impact

Currently, funding is available to support this expenditure in the FY 2025 General Fund under Administration – Professional Services – account 110-41000-250.

Attachments

Professional Services Agreement

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AGREEMENT FOR PROFESSIONAL SERVICES

Client: Mrs. Mary Samaniego
City of Belle Meade
4705 Harding Road
Nashville, Tennessee 37205

Date: August 7, 2024
Client No: 2327
BC&A No: 2327-50

Project Name and Location: Update Zoning Map for City of Belle Meade

Scope of Services: BC&A shall provide CADD services in connection with updating the zoning map for the City of Belle Meade. Services will include adding a new zoning district for approximately 70 parcels and updating overall parcel lines. Deliverables will include a hard copy of the map as well as a .pdf file if desired.

Fee Arrangements: Hourly, not to exceed **\$11,500.00** excluding reimbursables.

Consultants: None required

Reimbursable Expenses: Expenses such as overnight delivery, courier, reproduction, copying, travel, etc. will be billed at cost plus 15 percent. Mileage will be billed at the IRS standard allowable rate.

Special Conditions: This proposal is valid for 90 days.

Acceptance and Notice to Proceed: Client accepts the attached terms and conditions under which the scope of services shall be performed. Client agrees that execution of this agreement is a material element of the consideration BCA requires to execute the services, and if services are initiated by BCA prior to execution of this agreement as an accommodation for the client at the client's request, both parties shall consider that commencement of services constitutes formal acceptance of all terms and conditions of this agreement. Additional terms and conditions may be added or changed only by written amendment to this agreement signed by both parties

ACCEPTED BY:

BARGE CIVIL ASSOCIATES, LLC

CITY OF BELLE MEADE

Shelley Lowe

Shelley Lowe (Aug 7, 2024 11:14 CDT)

Shelley L. Lowe

Name

Client Manager

Title

Title

August 7, 2024

Date

Date

serv:\civil\CORR\2024\city of belle meade update zoning maps agmt.doc

TERMS AND CONDITIONS FOR BCA PROFESSIONAL SERVICE AGREEMENTS

JANUARY 2022

Acceptance/Assignment: Client agrees that execution of this Agreement is a material element of the consideration BCA requires to execute the services, and if services are initiated by BCA prior to execution of this Agreement as an accommodation for the Client at the Client's request, both parties shall consider that the commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement.

Billings and Payments: BCA shall submit invoices for services either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Should BCA's compensation be based on a percentage of total construction cost, no deductions shall be made from BCA's compensation on the account of penalty, liquidated damages, or other sums withheld from payment to Contractors. Accounts unpaid after the 31st day of the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of BCA. The Client shall pay all costs of collection, including reasonable attorney's fees, in the event any or all of an account remains unpaid 90 days after billing.

Changed or Hidden Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to BCA are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, BCA may call for renegotiation of appropriate portions of this Agreement. BCA shall notify the Client of the changed conditions necessitating renegotiation, and BCA and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

Code Compliance: BCA shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the agreement between BCA and the Client. Design changes made necessary by newly-enacted laws, codes and regulations after this date shall entitle BCA to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

Construction Observation: BCA shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and BCA. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow BCA to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, BCA shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. BCA shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. BCA shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. BCA does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Design Without Construction Phase Services: If the Scope of Services under this Agreement excludes project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided for by the Client, it is understood and agreed that the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BCA, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of BCA.

Fees and Hourly Rates: The total lump sum fee, if applicable, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the Client. Hourly contracts shall be invoiced using the following rate charges. BCA reserves the right to modify the hourly rates.

Principal Engineer	\$225 to \$250
Sr. Civil Engineer	\$170 to \$200
Project Engineer.....	\$150 to \$170
Senior Civil Designer	\$150 to \$170
Civil Engineer	\$135 to \$150
Engineer Intern II	\$110 to \$125
Engineer Intern I	\$ 95 to \$110
Engineering Technician	\$ 90 to \$110
Administrative	\$ 85 to \$110

Governing Law and Jurisdiction: The Client and BCA agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Nashville, Davidson County, Tennessee.

Groundwater: BCA's scope does not include building foundation drainage design or foundation pumping systems. In addition, BCA does not offer nor provide hydrogeological investigations or engineering services related to groundwater flow rates, patterns, or pressure levels. If basements or other subsurface structures are anticipated, BCA suggests the Owner/Client retain experts in this field to make the appropriate recommendations. BCA will provide design services for conveyance of groundwater at the location, (depth and rate provided by others) as part of our surface-based stormwater design services but will not be held responsible for the determination of said flow rates.

01/14/2022

2

Hazardous Materials: Both parties acknowledge that BCA's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event BCA or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to BCA that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of BCA's services, BCA may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Insurance: BCA shall secure and maintain such insurance as will protect it from claims of negligence, bodily injury, death or property damage which may arise from the performance of services under this Agreement. Certificates of insurance may be requested by the Client.

Indemnification: BCA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by BCA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom BCA is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless BCA, its officers, directors, employees and subconsultants (collectively, BCA) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor BCA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and BCA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BCA and BCA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of BCA and BCA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00 or BCA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Ownership of Documents: All documents produced by BCA under this Agreement shall remain the property of BCA and may not be used by the Client for any other endeavor without the written consent of BCA. The Client agrees to defend, indemnify and hold harmless BCA should any claims, damages and expenses, including attorney's fees, arise out of any unauthorized reuse of the documents by the Client or others acting through or on behalf of the Client.

Standard of Care: In providing services under this Agreement, BCA shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. BCA makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

Stepped Dispute Resolution: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and BCA agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to a court of competent jurisdiction.

Suspension of Services for Non-Payment: If the Client fails to reconcile any invoices 90 days old or otherwise is in breach of this Agreement, BCA may suspend work, terminate the contract, engage lien rights, open dispute resolution measures and/or begin litigation to collect on past due accounts. BCA shall have no liability whatsoever to the Client for any costs or damages as a result of such engagements caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BCA may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for BCA to resume performance.

Sustainability and Green Design (if applicable): LEED Certification. If the Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED®) green-building rating system, BCA makes no warranty or assurance that LEED certification will be attained for or by the Project, and the Client releases BCA from any claims or liabilities arising out of or relating to the failure of the Project to attain or retain any expected LEED certification. The Client assumes all risk for the foregoing and releases BCA from any claims arising out of or relating to the foregoing. In addition, the Client releases BCA from any claims or liabilities associated therewith, as well as any incidental or other consequential damages suffered by the Client, however caused, in any way related to the failure of the Project to attain or retain any anticipated cost benefits, credits, incentives or grants.

Termination of Services: This Agreement may be terminated by the Client or BCA should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BCA for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. The Client shall have the right to terminate this agreement by giving written notice BCA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Validity Period: Proposals for services are valid for 90 days.

END OF TERMS AND CONDITIONS

City of Belle Meade Update Zoning Maps Agmt

Final Audit Report

2024-08-07

Created:	2024-08-07
By:	Liza Rivers (lrivers@bcacivil.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5dnqO-Curpyctw--zHuc7xAFr_jEhJa9

"City of Belle Meade Update Zoning Maps Agmt" History

-  Document created by Liza Rivers (lrivers@bcacivil.com)
2024-08-07 - 4:13:49 PM GMT- IP address: 23.24.237.129
-  Document emailed to slowe@bcacivil.com for signature
2024-08-07 - 4:14:22 PM GMT
-  Email viewed by slowe@bcacivil.com
2024-08-07 - 4:14:39 PM GMT- IP address: 23.24.237.129
-  Signer slowe@bcacivil.com entered name at signing as Shelley Lowe
2024-08-07 - 4:14:55 PM GMT- IP address: 23.24.237.129
-  Document e-signed by Shelley Lowe (slowe@bcacivil.com)
Signature Date: 2024-08-07 - 4:14:57 PM GMT - Time Source: server- IP address: 23.24.237.129
-  Agreement completed.
2024-08-07 - 4:14:57 PM GMT





August 1, 2024

Dear Board of Commissioners, City of Belle Meade:

I write to you on behalf of Mark Shepard, the Director of Facility Management of Temple Ohabei Shalom of Belle Meade, and myself to request an activity permit for the coming year allowing Kehilla High School (KHS) to operate on the premises of the Temple. I am aware there has been a gap in the permitted activity of KHS at the Temple site and as the newly appointed head of school, I will ensure that we are in compliance at all times should the activity permit be granted. Please find the details of the requested activity below.

Kehilla High School will operate daily from 7:45am to 4:15pm during the academic year, which will run from August 12, 2024, to May 23, 2024. I have sent our academic calendar and daily schedule should you wish to consult those. As of today, Kehilla will have 18 students enrolled grades 9-11 as well as 4 full-time faculty/staff and 4 part-time faculty. We anticipate using a maximum of 15 parking spots on a regular basis, which will be readily accommodated by the Temple's existing lot during our hours of operation. The vast majority of Kehilla activities will take place inside the Temple, making regular use of 8 rooms. Students will occasionally spend class periods outdoors on the Temple grounds under faculty supervision; these infrequent occasions will require no set-up, will not be visible to anyone not already on the Temple's premises, and will incur no additional traffic or security needs beyond what the Temple already has. Should Kehilla wish to hold any additional activities that go beyond what is described here, we will work with Mark Shepard to ensure that these are planned and permitted appropriately through the City. Head of School Sarah Roth can be contacted at any time about KHS activities at (734) 417-5751 or sroth@nashvillejhs.org.

In addition to the activity permit, we request permission to place a sign indicating the location of KHS of no greater dimensions than 3'x2' at the location where the current Temple sign stands, at the corner of the Temple's drive and Harding Pike. Thank you very much for considering this application.

All the best,

A handwritten signature in black ink, appearing to read 'SRoth', is placed above the typed name.

Dr. Sarah Roth
Head of School, Kehilla High School

Kehilla Calendar 2024-2025

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
				15		

September 2024						
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22	23	24	25	26	27	28
29	30					
					20	

October 2024						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
					17	

November 2024						
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
					19	

December 2024						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
					15	

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
					20	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
					19	

March 2025						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				21	

April 2025						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
					17	

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					17	

August 8-9 – professional development (students do not report)
 August 12 – First Day of School
 January 3 – Professional Development (students do not report)
 March 10-14 Professional development/Spring Break (students do not report)
 May 23 – Last Day of School/half day

Calendar Days – 180

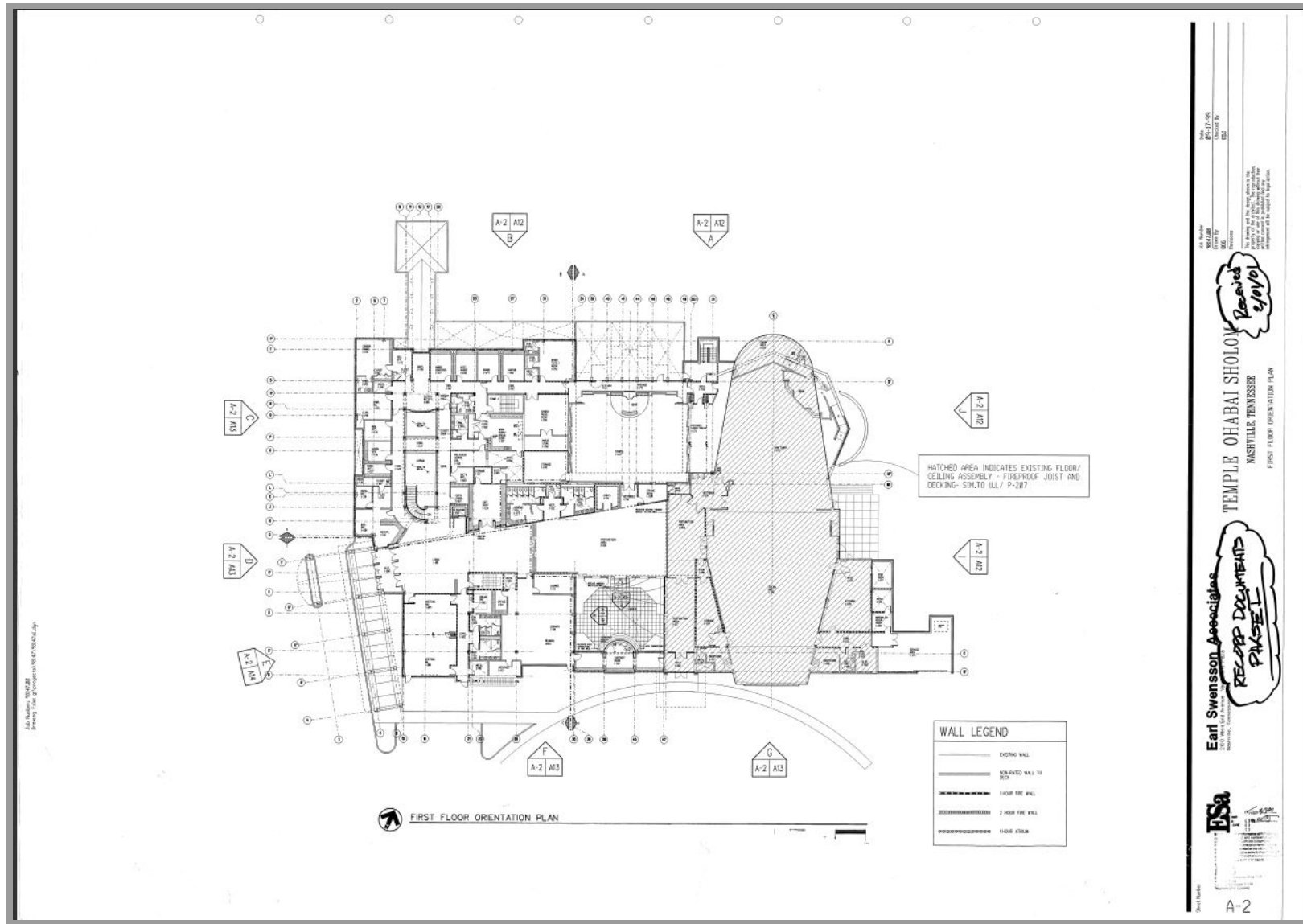
Days Off/Half Days

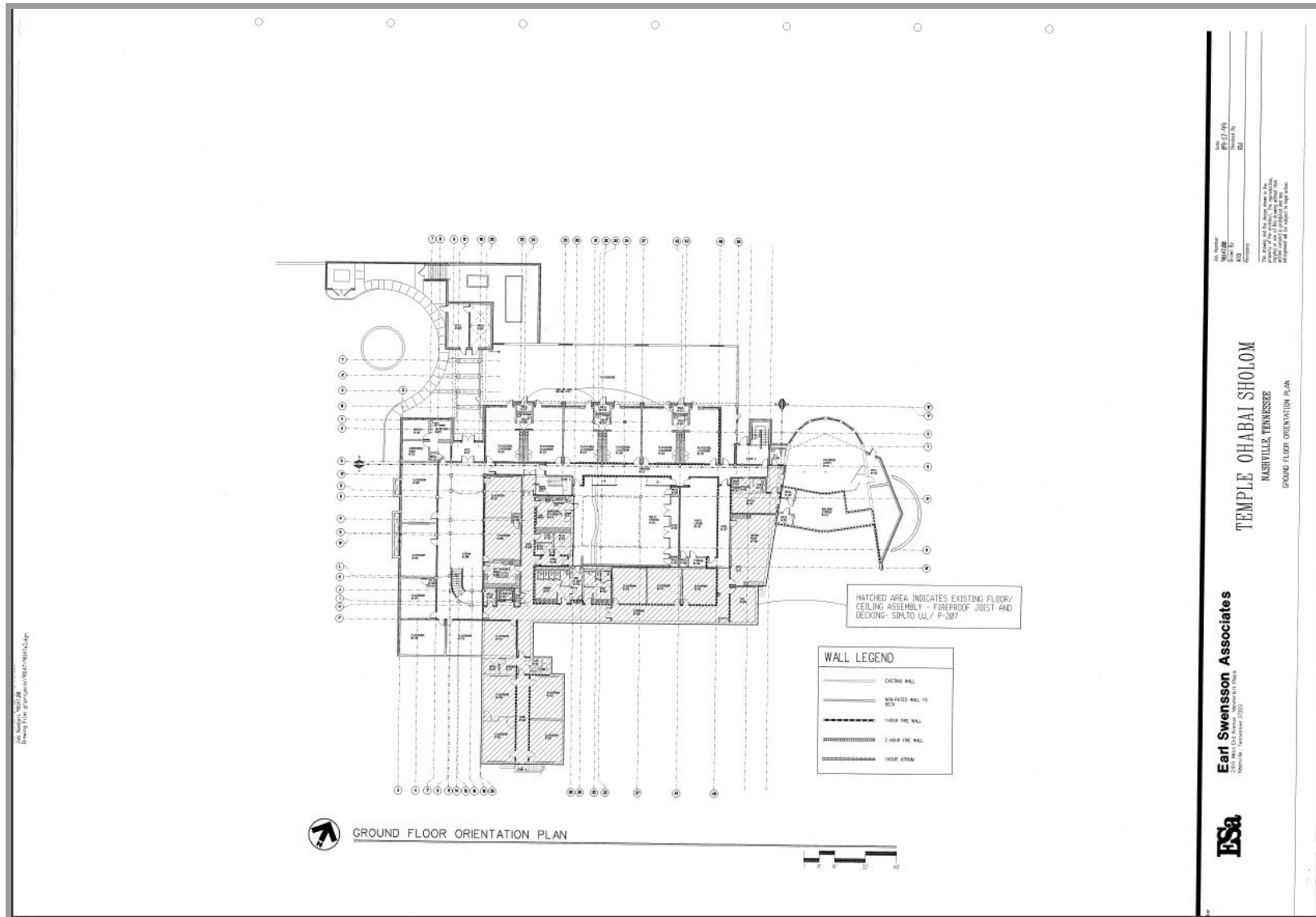
Sept 2 – Labor Day (no school)
 Oct 3 – 4 – Rosh Hoshana (no school)
 Oct 17-18 – Sukkot No School
 Oct 24-25 – Sukkot No School

Nov 25-27 – Teacher in-service (no school)
 Nov 28-29 – Thanksgiving (no school)
 Dec 18-20 – Exams/half days
 Dec 23 - Jan 3 – Winter Break (no school)
 Jan 20 – MLK Day (no school)

Feb 17 – President's Day (no school)
 March 10-14 – Spring Break (no school)
 April 11 – Passover (half day)
 April 14-18 -Passover (no school)
 May 21-23 Exams (half days)

				Kehilla High School Weekly Schedule											
Hour	Time	Monday		Tuesday		Wednesday		Thursday		Flex Friday		Time	Hour		
Tefilah/ Ohalim	7:45-8:15AM											7:45-8:15AM	Arriva		
Alef	8:20-9:10AM					JCC Movement Morning				AP Lit	Math 2	8:20-9:10AM	Alef		
Bet	9:12-10:02AM									APUSH	Algebra 1	9:12-10:02AM	Bet		
AM Break	10:03-10:18AM									Flex Friday		10:03-10:18AM			
Gimel	10:18-11:08AM											10:18-11:08AM	Gime		
Daled	11:10AM-12PM											11:10AM-12PM	Daled		
Lunch	12-12:25PM													12-12:25PM	Lunch
Ohalim	12:25-12:55PM	Town Hall		Ohalim										12:25-12:55PM	Ohalim
Hay	12:55-1:45PM									JCC		12:55-1:45PM	Hay		
Va'av	1:47-2:37PM											1:47-2:37PM	Va'av		
Zayin	2:40-3:30PM											2:40-3:30PM	Zayin		
Dismissal / Clubs	3:30-4:15PM											3:30-4:15PM	Dismiss Clubs		





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PROACTIVE PERFORMANCE PARTNER

www.LandscapeServicesInc.com

2024 CONTRACT PROPOSAL

Proposal No. - 68764

July 01, 2024

PROPOSAL FOR

Nathan Mcvay

Belle Meade, City of
4705 Harding Road
Nashville, TN 37205

DESCRIPTION OF WORK TO BE PERFORMED

LSI will perform the following

Water flower beds in Belle Meade

Watering truck services for the month of October 2024:

10.1.2024 at 6 hours @ \$60 per hour = \$360

10.3.2024 at 6 hours @\$60 per hour = \$360

10.8.2024 at 6 hours @ \$60.00 per hour = \$360

10.10.2024 at 6 hours @ \$60.00 per hour = \$360

10.15.2024 at 6 hours @ \$60.00 per hour = \$360

10.17.2024 at 6 hours @ \$60.00 per hour = \$360

10.22.2024 at 6 hours @ \$60.00 per hour = \$360

10.24.2024 at 6 hours @ \$60.00 per hour = \$360

Grounds Services · Facility Services · Construction Services · Snow Services

(615) 391-3434 · 204 River Hills Drive, Nashville, TN 37210

10.29.2024 at 6 hours @ \$60 per hour = \$360

10.31.2024 at 6 hours @ \$60 per hour = \$360

Total \$3,600

X

Belle Meade, City of

Grounds Services · Facility Services · Construction Services · Snow Services

(615) 391-3434 · 204 River Hills Drive, Nashville, TN 37210



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Updates on Capital Projects

1. MASTER PLAN PROJECT – BELLE MEADE BLVD PEDESTRIAN PROJECT – KCI ENGINEERING

- a. Jennifer and Brandon Taylor with KCI met with Michael Seabrook, Director of Belle Meade Country Club, to discuss plans for the Harding Place intersection and pedestrian crossings at Warner Place and Forsythe Place. Support and feedback was received and will be incorporated into the final design of these improvements.
- b. Upon approval from the Board, the final design work will continue with KCI Engineering.

2. ARPA FUNDING – STREET SIGN ENHANCEMENTS – PUBLIC WORKS

- a. This project involves purchasing new sign hardware, posts and brackets, to create a more visually consistent, attractive signage throughout the City of Belle Meade. Street name signs, stop signs, speed limit signs, and similar will be upgraded to have black posts and black frames.
- b. Mary Samaniego, Nathan McVay, and Jennifer Moody are working together to develop a bid package for materials and installation of these improvements. We hope to advertise for bids this month.

3. TDEC GRANT – SEWER SYSTEM IMPROVEMENT PROJECT – RFQ for ENGINEERING SERVICES

- a. Attending monthly town halls with TDEC on grant guidelines and required milestones.
- b. Upon the Board's approval of the purchase of telemetry equipment from WASCON and delivery of the units, the City Manager will request reimbursement for this part of the project. A site visit with TDEC will also need to be scheduled prior to reimbursement.
- c. Upon the Board's approval, the Professional Services Agreement will be uploaded to the grant management system and TDEC will review and approve the City to receive reimbursements for this part of the project.
- d. Our project team, consisting of Jennifer Moody, Nathan McVay and Mary Samaniego, working with the team from LDA. We will notify residents prior to the start of field work related to the project.

4. ARPA FUNDING – HARDING PLACE at BELLE MEADE BLVD SIGNAL UPGRADE – NDOT

- a. Jennifer returned the approved Interlocal Agreement to NDOT and hope that work will soon begin with NDOT's consulting engineers to upgrade the signal technology to be more adaptive and responsive and to replace the signal hardware, including installation of mast arms to replace the current wood poles and string infrastructure.

5. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING

- a. Jennifer and Mary are working closely with Commissioner Bryan and have revised recommendations to the Board of Commissioners for the following projects to be considered for 100% engineering design:
 - a. Traffic Calming on W. Tyne Blvd – install new traffic islands at two or three locations between Belle Meade Blvd and Nichol Ln
 - b. Traffic Calming on Lynwood Blvd – install new traffic islands in the 400 and 600 blocks of Lynwood Blvd
 - c. Consider a new Pedestrian sidewalk connection to be constructed on the east side of Lynwood Terrace between Harding Pike and existing sidewalk on Lynwood Terrace.
- b. KCI Engineering has been asked to submit final design proposal for traffic calming on W. Tyne Blvd. and Lynwood Blvd. and anticipates those will be delivered in 2 to 3 weeks (for September's Board of Commissioners meeting). Commissioner Bryan will reach out to the property owner along Lynwood Terrace to discuss the feasibility of obtaining additional right-of-way that would be necessary for this project to move forward. Pending the outcome of that discussion, the project will either move forward or be moved out into a future phase or "on the horizon" project in our long-range capital plan.

6. TDOT GRANT – HARDING PIKE (SR1/US70S) SIDEWALKS – BENESCH ENGINEERING

- a. Preparing documents for our third reimbursement request for this project. Approximately \$60,000 has been spent to date with 95% reimbursement from TDOT.
- b. The project is still in the first of four project phases, pending completion of environmental reviews necessary before design can officially begin. We continue to wait for TDOT approval of our environmental documents so that we can proceed to design.

7. LOCAL FUNDING – WALNUT DR PROJECT – CEC ENGINEERING

- a. Project webpage at <https://citybellemead.org/walnut-drive-project/>
- b. The project is currently on hold and continue open communication with all Walnut Drive residents, while considering more economical solutions.

CITY MANAGER RESIDENT CONTACT LOG			
DATE received	General Type	Description/Notes	Follow-up/Action
7/10/2024	crosswalk	a resident of Lafayette Court requests a crosswalk be installed at Leake Avenue and Park Hill Drive (corner of Parmer Park)	Jennifer responded with information about this portion of Leake Ave being under Metro-Nashville; suggested making request to HUB Nashville and informing Councilmember Thom Druffel; also will have city planner review Metro long-range plans to see if any improvements are already identified for pedestrian improvements to Leake Ave
7/17/2024	solicitors	would like the City to have a "No Solicitors List" that residents could sign up for and would be given out with solicitation permits so that they would have a list of doors that they cannot knock on	Jennifer and Chief Williams will work together to get this started; Jennifer will review if any code changes are necessary related to this; a newsletter article will also be created to inform residents of ways to stop solicitors
7/19/2024	solicitors	wanted to know the City's policy on solicitors and specifically mentioned being inundated with salesmen, Jehovah's witnesses and politicians	Jennifer responded and explained the policy and that some speech is protected and will be exempt from permitting; also shared that the "No Solicitors Registry" is in development but that she could put up a small sign "No Solicitations"
7/19/2024	NES poles	asked that we consider painting the NES poles black on Belle Meade Blvd	Jennifer responded that she would research the idea and that it may have been studied in the past; also that NES would have final approval
7/19/2024	Metro-Water	Has an area of his yard/ROW along Shepard Place, near Harding Place, that has been repeatedly the location of water line breaks and Metro Water has has not repaired adequately	Jennifer contacted Metro-Water, they will be returning to the site to repair with lining in pipe instead of the banding method that has been used previously; also will be sending Jennifer information about the standards for yard repairs and stated that the yard repairs are typically completed by another contractor 2-3 weeks after a repair; after much discussion, Metro-Water returned to the site and repaired with sod (completed as of 7/30)
7/23/2024	traffic calming	wanted to know the status of the City selecting which of KCI's concepts will be selected for funding/construction	Jennifer responded same day and shared her monthly report to the Board of Commissioners on the status of all capital projects
7/29/2024	Beautification	Still looking for options to improve Deer Park with the City and Beautification Committee/Ceres Society	Jennifer recommended meeting with the Beautification Committee members at their next meeting on August 12
7/29/2024	drainage	reports neighbor's gravel in city storm drains and requests clean out of the drains in the cul-de-sac on Walnut Drive	Jennifer responded by email on 8/6; plans to contact CEC to revisit this discussion and determine next steps; will also follow up with the neighbor contributing gravel to the cul-de-sac
7/30/2023	traffic calming	follow up from 7/23 email on traffic calming; wanted to know if residents could know my recommendations prior to the Commissioners' meeting; recommended a public meeting to review the new KCI recommendations	Jennifer responded on 8/05 with status of the projects and commitment to future opportunities for public engagement at the appropriate stage of the project
7/31/2024	traffic calming	reported witnessing two incidents on Belle Meade Blvd with cars running the stop signs at the intersection with Jackson Blvd	Police will increase enforcement, but this intersection doesn't provide a good location for patrol cars to sit, Chief will also contact the resident to learn specifics of the incidents and we'll discuss whether the current signage is adequate
8/1/2024	construction	reported that construction workers at 112 Lynwood Terrace are parking on top of and blocking the sidewalk	Jennifer forwarded to Building Inspector who will make a site visit to inform them that they cannot block the sidewalk at any time
8/5/2024	traffic calming	follow up from emails 7/23 and 7/30; asked how to prevent/discourage large construction vehicles on Jackson Blvd; asked whether KCI work addresses preservation of the historic bridge on Jackson; asked about pedestrian safety on Jackson Blvd	Jennifer responded the same day with an email attempting to answer all of the questions and providing how the signage, reduced speed limit, speed humps, and other efforts by the City have been consistent with the recommendations of the Belle Meade Together Plan and address both traffic calming and pedestrian safety; also shared that there are no known concerns with trucks causing damage to the bridge
8/5/2024	tree	requested that Public Works look at a tree in the right-of-way that if falls would damage NES lines; NES was contacted but did not agree to remove; has a cracked base and resident thought we may want to remove prior to paving scheduled for their street	Jennifer sent to Nathan at Public Works to go see and send a recommendation if a tree service is needed

CITY MANAGER RESIDENT CONTACT LOG			
DATE received	General Type	Description/Notes	Follow-up/Action
8/6/2024	signage	filed a complaint about signs being too large at the corner of West Tyne and Belle Meade Boulevard, believes them to be 8' x 4'	Jennifer reviewed the code, which prohibits temporary signs over 8 square feet, and forwarded it to the inspector to send a notice of violation
8/6/2024	construction	reported that they believed work was being done without a permit that would result in upsizing a culvert and/or move water onto their property at a faster rate	Jennifer contacted Planning and Public Works to review the project; Nathan immediately visited the site, spoke with the contractor and observed that the work actually does not require a permit; the culvert was not being upsized but rather the culvert itself was not being removed, just being extended by 4' in width; Jennifer updated the complainant
8/6/2024	Beautification	reports that LSI hasn't been weeding the cul-de-sac	Jennifer sent LSI a copy of the contract specifications listing all areas to be maintained and asked Pat Stacey to confirm that their crews have correct lists of the areas, the next day, Pat Stacy sent photos and documents showing that crews have been spraying for weeds and maintaining the area; he asked if he could personally reach out the resident and then will follow up with me
8/8/2024	tree limb	forwarded a picture of a tree limb fallen in the Deer Park pocket park	Jennifer forwarded to Public Works
8/8/2024	brush/tree	reported that our brush collector has been hitting the limbs of his grand oak tree with their boom when collecting brush that has resulted in the limb breaking and falling across the road last week; the city and the resident had expenses to clean up the fallen limb and the owner had to pay to have his electric service reconnected to the home; asks that this be considered when renewal of the contract come up	Jennifer met in-person with the resident and will follow up with both Public Works and Clean Earth
8/9/2024	tree	reported a dead and potentially hazardous tree at 414 Lynwood Blvd that needs to be addressed before it falls and pulls down lines	Jennifer forwarded to Nathan to make an assessment and he will follow up with Building and Zoning if it needs to be addressed as a property maintenance violation
8/9/2024	water	reported that Island #31 on Belle Meade Blvd is flooded with water and appears that we've got a broken water shut off valve	Jennifer forwarded to Nathan, who has been working with Metro Water and LSI on irrigation system repairs, including valves and backflow preventers, although this appears to be a new issue that we didn't know about previously
8/10/2024	solicitors	asked if Lime Painting was legitimate solicitor	Jennifer verified with Rusty Terry that Lime Painting has a solicitor permit and followed up with the resident to confirm
8/12/2024	traffic calming	reported concern for preserving the bridge on Jackson Blvd and concern for large construction trucks, particularly when construction begins on development of Belle Meade Plaza	Jennifer responded and shared the list of improvements made to Jackson Blvd and the new speed study data showing average speeds have been reduced on Jackson Blvd; also shared upcoming projects focused on pedestrian safety, traffic calming, and reducing cut-through traffic from apps; all of which will indirectly benefit Jackson Blvd
8/12/2024	traffic calming	reported concern for Jackson Blvd bridge, specifically dump trucks and cement mixers, as well as requesting that the City work to ask that the travel apps not include Jackson Blvd	Jennifer responded and shared information about the apps, the City's work with NDOT, and importance of both reducing congestion on primary routes as well as adding traffic calming measures, but shared why travel apps will not respond to changes in road classification or requests from local government
8/16/2024	construction	reported that construction workers at 112 Lynwood Terrace are parking on top of and blocking the sidewalk	Jennifer called dispatch to have an officer sent out to address the illegal parking; they have previously been warned by the building inspector; also advised the resident to call dispatch directly if it occurs again for the fastest response



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Agreement with KCI Technologies for Belle Meade Blvd Pedestrian Improvement

Background

The City of Belle Meade continues to work with KCI Technologies, Inc. to implement projects from the Belle Meade Together Master Plan. In June, KCI delivered conceptual designs and planning level cost estimates for a new pedestrian pathway along Belle Meade Boulevard from Harding Place to Page Road. The preferred design has been updated based upon feedback from the public meetings held on May 7th and June 10th, the new plan sheets are attached to this memo, as well as an updated planning level cost estimate.

Additionally enclosed with this memo is a copy of their proposal to carry the design further through final design, development of the bid package, and construction. Stormwater engineering and utility coordination has been included in the proposal. In summary, the proposal includes the following tasks and their estimated costs:

SCOPE OF SERVICES:	COSTS:
Task 1: Survey	\$ 31,580.00
Task 2: Stormwater Update to Existing Conceptual Plans	\$ 11,030.00
Task 3: Preliminary Roadway Widening Design Plans	\$ 151,990.00
Task 4: Final Roadway Widening Design Plans	\$ 77,540.00
Task 5: Project Coordination and Management	\$ 46,130.00
Task 6: Utility Coordination	\$ 11,200.00
Direct Expenses & Charges	\$ 1,000.00
TOTAL OF ALL FEES AND CHARGES:	\$ 330,470.00

Recommendation

The Board is recommended to approve and authorize the Mayor to sign an Agreement with KCI Technologies, Inc. to provide engineering services for the City of Belle Meade's Belle Meade Boulevard Pedestrian Safety Improvement Project (Harding Place to Page Road) for a total fee not to exceed, \$330,470.00, and subject to final legal review and approval of all terms and conditions.

Fiscal Impact

Currently, \$1,000,000 in funding is available to support this project in the FY 2025 General Fund, under Capital Projects, account 110-43100-930.

Attachments

Professional Services Agreement
Updated Project Cost Estimate
Updated Project Plan Sheets



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

PROFESSIONAL SERVICES AGREEMENT LETTER

August 14, 2024

Jennifer Moody
City Manager
City of Belle Meade
4705 Harding Road
Nashville, Tennessee 37205

Client's Authorized Representative(s): Jennifer Moody

Subject: Proposal for Engineering Services – Center Running Mobility Path – Belle Meade Boulevard

KCI Technologies, Inc. (KCI) is pleased to submit this professional services agreement (the "Proposal") to City of Belle Meade ("Client") for the work (the "Work") described in detail in the Scope of Services section of this Proposal. The Work will be performed for the following:

Location: Belle Meade Boulevard (Harding Place to Page Road) within the City of Belle Meade

SCOPE OF SERVICES:

This Proposal is limited exclusively to the Services as described below and anything not expressly described shall be considered expressly excluded from the Services. Any modifications to the Services made after execution of this Proposal will be Additional Services unless otherwise agreed to in writing by both parties.

The following represents KCI's understanding of the work to be performed per a collaborative effort with KCI and the City Manager of Belle Meade and City Commissioners. Based on this effort, a conceptual plan was developed which shows that 2 vehicle lanes will remain in each direction and that a new path will be provided on either side of the median and will be buffered from the vehicle lanes by a raised concrete buffer. It is expected that with the addition of a concrete buffer and widening into the median that a stormwater analysis and design will be done as part of the project. During the design of the conceptual plan as described above, it was determined that

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pavers that can reduce the stormwater runoff will be designed in the vehicle cut-through areas of the median. In order to accurately design this paver system, a geotechnical investigation will be needed. KCI has enlisted Civil and Environmental Consultants (CEC) for storm water design and geotechnical investigation.

The following assumptions were made when preparing this proposal.

- It is expected that the new pathway will be designed with asphalt pavement and a hardened curb between the pathway and vehicle roadway. See exhibit 1 for conceptual path design.
- NDOT will be designing and installing a new traffic signal at the Intersection of Harding Place and Belle Meade Blvd. The design plans are not included as part of this proposal but will be taken into account. These plans will be provided to KCI by NDOT.
- The removal of trees and bushes in the median may be required. CEC will design a landscaping plan for only the bioretention areas within the median. KCI can provide files to the Belle Meade Beautification Committee as needed for design outside of the bioretention areas.
- Utility coordination with effected utility companies will be required and is included in this proposal.
- KCI will meet with City of Belle Meade and the Nashville Department of Transportation (NDOT) to discuss design review. See Task 5 for an estimate on number of meetings.

The roadway widening will be designed to applicable City of Belle Meade and NDOT standards.

Task 1 –Survey

A field run topographical survey will be utilized to develop design base information. The field run topographical survey will be obtained by Consor Engineers as part of the KCI Team. Topographical survey will identify existing topographical features, such as edge of pavements, sidewalks, pavement markings, property lines, easements, trees greater than six (6) inches in caliper and all discernible above and below ground utilities. Topographical survey information will conform to the Standards of Practice for Land Surveyors in Tennessee and will be tied to the State Plane Coordinate System.

Task 2 – Stormwater Update to the Existing Conceptual Plans

The concept alternatives including the preferred alternative were developed between KCI and the City of Belle Meade and did not include and landscape, stormwater or Geotech consideration at that time. Now that the concept alternative is determined, KCI and CEC will develop a functional stormwater layout that will be brought into the design. This functional layout will assist in determining the impacts of the project and help determine the utility relocations costs and considerations. This update to the conceptual plans will be used as the basis for the full design which is outlined in the rest of this proposal. KCI will provide this update to the concept plans to the City of Belle Meade for review.

Task 3 – Preliminary Roadway Widening Design Plans – Mobility Path

KCI will prepare preliminary design plans for the widening of Belle Meade Boulevard from Harding Place to Page Road to provide a mobility path on either side of the median. The widening will be designed per City of Belle Meade and NDOT standards.

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The tasks required to complete the preliminary widening design will include the following:

- KCI will incorporate any storm water related comments that were received from the City as part of the update to the concept plans based on the stormwater layout as part of Task 2.
- KCI will prepare preliminary roadway widening design plans which are acceptable for review purposes. The roadway design will conform to the City of Belle Meade and NDOT standards. In the case the proposed design will require additional right-of-way (ROW); KCI will prepare property exhibits indicating the area to be acquired. Full ROW dedication documents can be provided as an additional service. The preliminary roadway widening plans are expected to consist of the follow sheets and items below
 - Title Sheet, General Notes, Preliminary Quantities
 - Typical Sections, Present Layout, Proposed layout, Special Profiles if needed
 - Grading sheets, Bio-Retention Landscaping Sheets and EPSC Sheets
 - General Details if needed, Signing and Pavement Marking Plan
 - Geotechnical Investigation, infiltration testing, and a geotechnical report will be produced based on the locations where drainage pavers will be used. This work will be performed by CEC.
 - It is expected that all traffic signal design at the intersection of Belle Meade Blvd and Harding Place will be done as part of a separate signal plan. This project will produce Rectangular Rapid Flashing Beacon plans and details for up to two (2) pedestrian crossing locations
 - Special cross sections as needed
 - Temporary traffic control plans are not expected as part of this plan. It is expected that the selected contractor will provide those plans for approval.
 - Preliminary cost estimate
- KCI will use the standard pavement design required by City of Belle Meade and NDOT for Belle Meade Boulevard. No pavement design calculations are included in KCI's scope of work.
- KCI will submit roadway design plans to the City of Belle Meade for review. Once approved, KCI will then submit plans to NDOT for review.
- Once approved, KCI will provide to the client one digital PDF of the plans. Additional copies will be provided as needed.

Based on the design layout and amount of disturbed land area, a Storm Water Pollution Prevention Plan (SWPPP) is anticipated for this project. KCI will enlist CEC for the development of the SWPPP.

It is assumed that an Aquatic Resource Alteration Permit (ARAP) and 401/404 permits are not required for this roadway project. If required, KCI can provide a scope of work and additional fee.

Also, it is assumed that the Standard Specifications for TDOT will suffice for the construction of the widening. Therefore, this proposal does not include the preparation of detailed construction specifications.

Task 4 – Final Roadway Widening Design Plans – Mobility Path

KCI will prepare final design plans for the widening of Belle Meade Boulevard from Harding Place to Page Road to provide a mobility path on either side of the median. The widening will be designed per City of Belle Meade and NDOT standards.

The tasks required to complete the final widening design will include the following:

- KCI will incorporate any comments that were received from the City as part of Task 3.
- KCI will prepare final roadway widening design plans which are acceptable for bidding and construction purposes. The roadway design will conform to the City of Belle Meade and NDOT standards. The final roadway widening plans will consist of.
 - Technical Specifications
 - All Finalized Sheets from Task 3
 - Final Quantity Sheet
 - Temporary Traffic Control is not expected as part of this plan.
 - Final Construction Cost Estimate
- KCI will submit roadway design plans to the City of Belle Meade for approval. Once approved, KCI will then submit plans to NDOT for approval.

Task 5 – Project Coordination and Management

Throughout the project, KCI will provide coordination with the project team and the City of Belle Meade and NDOT staff. This coordination will include the following:

- Preliminary discussions with the City of Belle Meade and NDOT staff to discuss design goals and requirements for the design. KCI will coordinate with the project team throughout the design. KCI will coordinate with the City of Belle Meade and NDOT staff to facilitate review as well as approval of the final construction documents.
- General project coordination and management activities.
- Meetings with the project team throughout the design will be held, as needed. This scope of work includes up to twelve (12) project related meetings for initial information gathering and plan review. Additional meetings will be billed hourly as additional services.

Attendance at public meetings or planning commission/council meetings is not included. These services can be provided, but they are considered additional services.

Task 6 - Utility Coordination

It is critical to the success of the project that utility coordination continue from the outset of the project through final design and through construction, to reduce unnecessary project costs and delays. An initial coordination meeting will be held in the early stages of the project to present the project parameters to the potentially impacted utilities and to gather input from the utility

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stakeholders. After the initial presentation, KCI will meet with the utility providers to discuss concerns they may have regarding the project and the impacted utility. In addition, on-site coordination meetings will be held, as necessary, for site specific issues and identification of design modifications. KCI will initiate contact with each utility during the initial phases of the project and begin an open dialogue to identify potential issues and develop a strategy to successfully design and construct the project while minimizing the need for expensive utility adjustments and make-ready work.

DIRECT EXPENSES AND CHARGES

In addition to the above fees, Client shall also pay KCI the following expenses and charges:

1. Cost plus (*fifteen (15)* percent for fees associated with the filing of applications and permits and for reproductions and prints, special mailings and courier fees as requested or required in KCI's normal performance of the Services.
2. \$0.67 per mile for all automobile mileage associated with KCI's normal performance of the Services.
3. Based upon currently available information, KCI estimates that the fees for the Direct Expenses and Charges associated with the performance of the Work stated in the Scope of Services above will be approximately as follows: **\$1,000.00**

ADDITIONAL SERVICES

Experience indicates that certain additional services ("Additional Services") may be appropriate, required, or necessary that KCI cannot presently determine or estimate. For this reason, the fee for Additional Services is not included in the "Fees and Payments" section of this Proposal. Further, the performance of these Additional Services is not included in the Scope of Services unless expressly described in that section of this Proposal.

These Additional Services are the result of many situations and decisions too numerous to include here but two such examples are your decision, or your contractor's, to deviate from current plans or standards, or a reviewing agency/regulator determination. For clarity, Additional Services, for the purposes of this Proposal, include the common understanding and purpose of the terms: extras, change orders, and add-ons.

For Client's reference, the following are some examples of Additional Services that may be necessary to complete the Services but that are expressly excluded from the Scope of Services listed above. In view of their exclusion from this Proposal, KCI is not and shall not be held responsible for their performance as Services within the Scope of Services unless and until a mutually agreed to written amendment is executed by the parties.

- Work revisions on any Scope of Services items that are required as a result of a change requested by Client after previous approval by it or any approving agencies.

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- Meetings in addition to those specifically identified in the Scope of Services.
- Checking of work performed by others.
- Street lighting
- Landscape design outside of the bio-retention areas. This can be provided as an additional service if needed.
- Re-work or revisions of work due to changes in policies or regulations during the progress of the work.
- Expert witness testimony.
- Traffic Impact Studies
- Additional survey and/or ROW dedication documents. Descriptions with associated plats for legal documents
- All services performed prior to the date of this proposal.
- Design of bridges, box culverts or under road culverts what will require special structural design.
- Stormwater Management/BMP Design
- Aquatic Resource Alteration Permit (ARAP)
- 401/404 Permits

FEES AND PAYMENTS

The following fees are for the performance of the Work listed in the Scope of Services above, at the location described above. The fees listed in this **FEES AND PAYMENTS** section do not cover any Additional Work (defined above), or any other services which are not specifically described as part of the Work listed in the Scope of Services above.

KCI's fee for the Work listed for **Task 1 – Survey** in the Scope of Services above will be a lump sum of **\$31,580.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 2 – Stormwater Update to Existing Conceptual Plans** in the Scope of Services above will be a lump sum of **\$11,030.00** and will be invoiced monthly on the basis of percentage of work performed.

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KCI's fee for the Work listed for Task 3 – Preliminary Roadway Widening Design Plans – Mobility Path in the Scope of Services above will be a lump sum of **\$151,990.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for Task 4 – Final Roadway Widening Design Plans – Mobility Path in the Scope of Services above will be a lump sum of **\$77,540.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for Task 5 – Project Coordination and Management in the Scope of Services above will be the standard hourly rates (attached) by personnel classification multiplied by the number of hours worked by each respective person. The estimated fee range for Task 5 - Project Coordination and Management is **\$46,130.00.**

KCI's fee for the Work listed for Task 6 – Utility Coordination in the Scope of Services above will be the standard hourly rates (attached) by personnel classification multiplied by the number of hours worked by each respective person. The estimated fee range for Task 6 – Utility Coordination is **\$11,200.00.**

FEES AND PAYMENTS FOR ADDITIONAL SERVICES

Fees and payments for Additional Services shall be in addition to any fees and payments for the Services and shall be billed and paid on the same fee and payment terms described for the Services or as mutually agreed upon in written amendment when the Additional Services are ordered by the Client.

CONCLUSION

KCI welcomes the opportunity to collaborate with the City of Belle Meade on the widening of Belle Meade Boulevard. The KCI point of contact (“POC”) if you have questions about this Proposal, the General Provisions, or any other attachment is Brandon Taylor, Practice Leader, who may be contacted at 615-559-0158.

Respectfully,



Erick Fry

Vice President

500 11th Avenue North, Suite 290. Nashville, TN 37203

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ACCEPTANCE

By signing this Proposal, you are accepting the Proposal, General Provisions, and any other attachments and, therefore, agreeing to a legally binding contract with KCI Technologies, Inc.

The person executing this Proposal on behalf of the Client does hereby warrant that he/she has full authority to do so. Unless otherwise identified in Section 18, NOTICES, Client agrees that the person executing this Proposal will be the designated recipient.

This contract will go into effect as of the date of the signature below.

Please provide a copy of the signed contract to the KCI POC.

Name

Title

Date

EXHIBIT A

GENERAL PROVISIONS

**These General Provisions are incorporated by reference in the Proposal
for the performance of Services by KCI as of the date of the executed Proposal.**

1. START OF SERVICES

KCI will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to KCI and Client requests and authorizes KCI to proceed with Services, the terms and conditions of this Agreement will be in force and govern the Services and the relationship of the parties.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs and the Services as initially presented by Client. Unless a lump sum fee is quoted, KCI shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and KCI may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. KCI will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that KCI has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, KCI shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of KCI's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify KCI of how to proceed with the Services.

Although KCI will attempt to complete all Services in a timely fashion, KCI does not guarantee, expressed or implied, the time when Services are completed. If applicable, KCI will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by KCI will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client. After Client's approval, any change shall be deemed Additional Services for which KCI shall receive additional compensation. KCI shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of KCI, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to KCI by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

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4. STANDARD OF CARE

KCI will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. KCI makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of KCI's Services under this Agreement at no cost to KCI unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants KCI the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by KCI; or
- ii. Client must pay an additional fee to KCI in an amount equal to thirty percent (30%) of the gross contract before KCI commences the Services.

KCI warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Project is located.

If applicable to the Services, when KCI Services require KCI personnel or subconsultants to be at a project site, KCI agrees it and its subconsultants will comply with the Client's or any of Client's contractors or representative's reasonable health and safety requirements, which will be provided to KCI at least ten (10) business days prior to arrival on the project site. KCI shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of KCI, nor the presence of KCI or its employees and subconsultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. KCI and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

Upon final payment, KCI hereby assigns to Client any and all rights, title and interest, including, without limitation, patents, trademarks, copyrights, trade secrets and other proprietary rights, to the Documents and Materials created by KCI specifically for Client hereunder and required to be delivered to Client by virtue of the description or specification as a deliverable in the applicable Services. Documents and Materials are the

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documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material required for the provision of the Services.

Until final payment and during the provision of Services, KCI will provide the Documents and Materials to Client pursuant to a limited, non-transferable, no fee, worldwide, license to use the Documents and Materials solely for the purpose of the Project. Client may not copy, distribute, display, or create derivative works from the Documents and Materials except as necessary for the Project until ownership passes at the time of final payment. Under no circumstances or at any time (including after any assignment has been effectuated) may Client modify the Documents and Materials without KCI's express written permission and, when permitted, any such modifications will be clearly marked as being made by the Client.

Where the Documents and Materials are marked with KCI's copyright notices or other indicia or authorship, Client may not remove or modify any such marking without the prior written permission of KCI during the duration of the Project or anytime thereafter (including after any assignment has been effectuated). Notwithstanding anything to the contrary contained herein, KCI retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services. KCI may, but is not obligated to, keep copies of all Documents and Materials for its records.

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes or modifications to the Documents and Materials, including electronic files, without obtaining KCI's prior written consent, Client assumes full responsibility for such changes or modifications, including any consequences thereof. Client agrees to waive any and all claims against KCI and to release KCI from any liability arising directly or indirectly from unauthorized changes or modifications.

Client will include in all contracts in any way related to the Services provisions prohibiting another entity, including a contractor or any subcontractors of any tier, from making any changes or modifications to KCI's Documents and Materials without the prior written approval of KCI, prohibiting the removal of KCI's copyright notices and other markings, and requiring the other party to indemnify KCI from any and all liability or cost arising from unauthorized changes or modifications.

Client assumes full responsibility and liability for all unauthorized changes and modifications to the Documents and Materials by itself or any third party after final payment to KCI.

If there is a discrepancy between that which is described or depicted on any Documents or Materials in electronic files and that which is described and depicted on the hard copies of such Documents or Materials, the hard copies shall govern.

7. INDEMNIFICATION AND LIABILITY

KCI shall indemnify and hold harmless the Client, its officers, directors, and employees, from and against those liabilities, damages, and costs that Client is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. KCI will reimburse Client for reasonable defense costs for claims arising out of KCI's professional negligence based on the percentage of KCI's liability.

KCI shall indemnify, defend and hold harmless the Client, its officers, directors, and employees, from and against those claims, liabilities, damages and costs arising out of third-party claims to the extent caused by the negligent acts, errors or omissions of KCI or anyone for whom KCI is legally responsible, subject to any limitations of liability contained in this Agreement. The duty to defend shall not apply to professional liability claims.

The foregoing defend, hold harmless and indemnity obligations shall apply solely to any such causes of action, damages, costs, expenses or defense obligations covered by KCI's insurance.

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The Client agrees to indemnify and hold harmless KCI, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in Section 5, RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY; changes/modifications to Documents and Materials referenced in Section 6, DOCUMENTS; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees KCI incurs as a result of late-payment referenced in Section 10, PAYMENTS; and, where applicable, any loss or damage to KCI or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of KCI's sole negligence or when caused by normal wear and tear.

Neither the Client nor KCI shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

If applicable to the Services, Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold KCI harmless from any loss, damage, expenditure or liability arising out of or in any way relating to the presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of KCI's sole negligence.

To the fullest extent permitted by law, the total liability, in the aggregate, of KCI and its officers, directors, and employees to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by KCI under this Agreement or the applicable KCI insurance coverage, whichever is the lesser.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against KCI for liquidated damages unless, pursuant to a final determination consistent with Section 12, DISPUTE RESOLUTION, KCI is found to be at least partially at fault, then KCI agrees to pay a proportionate share of liquidated damages.

If applicable to the Services, Client agrees that KCI shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which KCI may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of KCI's sole negligence.

If applicable to the Services, Client hereby agrees that, to the fullest extent permitted by law, KCI's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against KCI within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall KCI be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. INSURANCE

KCI maintains at least the following insurance: 1) Commercial General Liability Insurance, including contractual liability, with a limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; 2) Workers Compensation Insurance in compliance with the statutes of the State that has jurisdiction over its employees providing the Services to the required statutory amount; 3) Automobile

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Liability Insurance with a combined single limit of two million dollars (\$2,000,000); and 4) Professional Liability Insurance in the amount of at least two million dollars (\$2,000,000). Certificates of insurance may be provided upon request.

9. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

Confidential Information produced or provided by either party relating to the Project shall not be released to other parties or the subject of any public announcement or publicity release without the other party's written authorization. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not a publication as stated herein.

Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Agreement by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party and excluding necessary back-ups and record retention policies, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party and will destroy the copies kept consistent with record retention policies. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement.

10. PAYMENTS

Invoices submitted by KCI to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by KCI. If Client has a specific format or required information to be included in the invoice, Client will provide those details to KCI at the time of executing this Agreement. KCI does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in Section 12, DISPUTE RESOLUTION. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute.

If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, KCI, at its discretion and as allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection

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of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the KCI invoices. KCI shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

11. TERMINATION

Upon three (3) business days' written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay KCI for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

If the termination for convenience is due to Client being terminated for convenience, then Client shall vigorously pursue on behalf of KCI the compensation due KCI. KCI agrees to cooperate fully in Client's efforts to pursue any claims allowed including providing any necessary documentation and cost records.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

12. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. If after thirty (30) business days the Claim remains unresolved, then the parties agree to submit the Claim for confidential, non-binding mediation with both parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the Claims that is subject to mediation between the parties. The parties agree to fully cooperate and participate in good faith to resolve the Claims. No written or verbal representation made by either party in the course of any discussions attempting to resolve the Claims or other settlement negotiations shall be deemed to be a party admission. Both parties agree that the choice of law shall be the laws of the State of the KCI office executing the Agreement, regardless of any other choice of law provisions.

If mediation fails to resolve the Claims within six (6) months, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in the County or City of the State of the KCI office executing the Agreement. Prior to the exercise of this right, the party seeking judicial relief shall provide the other party thirty (30) days' prior written notice before filing such judicial action.

13. CERTIFICATE OF MERIT

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Either consistent with the applicable Certificate of Merit statute or pursuant to this Agreement, Client shall make no claim (whether directly or in the form of a third-party claim) against KCI unless the Client shall have first provided KCI with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with Section 4, STANDARD OF CARE. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to Section 12, DISPUTE RESOLUTION.

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, KCI will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

16. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by KCI pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by KCI pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third-party beneficiary to this Agreement.

17. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

18. NOTICES

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All notices shall be sufficient if delivered in person, or sent by certified mail receipt requested or email to the party's designated recipient at the following:

Client: City of Belle Meade
Jennifer Moody
4705 Harding Road
615-297-6041
jmoody@citybellemeade.org

KCI:
Brandon Taylor, PE
500 11th Avenue North, Suite 290, Nashville, TN 37203
615-559-0158
Brandon.taylor@kci.com

Unless otherwise identified above, Client agrees that the person executing this contract will be the designated recipient.

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via certified mail, or two (2) business days after the date of the email.

Changes in the designated recipient and/or contract information from the above will not be effective until such time as written notice is provided to the other party in accordance with this Section 18.

19. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by KCI and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of the KCI office executing the Agreement, regardless of its or any other choice of law provisions.

Both parties agree that KCI is an independent contractor.

KCI shall have the right, at its expense, to post prominently advertising signage at the location and on vehicles and equipment acknowledging KCI is providing services.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full force and effect.

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ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	TOTAL
CONSTRUCTION LINES AND STAKES	1	LS	\$55,000.00	\$55,000.00	\$55,000.00
ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	2231	C.Y.	\$65.00	\$145,015.00	\$145,015.00
TRAFFIC CONTROL	1	LS	\$80,000.00	\$80,000.00	\$80,000.00
PAVEMENT REMOVAL	1817	SY	\$25.00	\$45,425.00	\$45,425.00
NEW CONCRETE CURB	327	C.Y.	\$940.00	\$307,380.00	\$307,380.00
NEW CONCRETE (BUFFER, BRICK PAVER EDGING, AND RAMP)	10853	S.F.	\$20.00	\$217,060.00	\$217,060.00
NEW COLORED AND STAMPED CONCRETE (MEDIAN AND PED PATH)	15425	S.F.	\$25.00	\$385,625.00	\$0.00
NEW BRICK PAVERS (MEDIAN)	10026	S.F.	\$35.00	\$0.00	\$350,910.00
NEW COLORED AND STAMPED CONCRETE (PED PATH)	5398	S.F.	\$25.00	\$0.00	\$134,950.00
MINERAL AGGREGATE, TYPE A BASE, GRADING D	7213	TON	\$55.00	\$396,715.00	\$396,715.00
ASPHALT CONCRETE MIX (All Grades) (BPMB-HM) GRADING A	1161	TON	\$200.00	\$232,200.00	\$232,200.00
AGGREGATE (BPMB-HM) GRADING A-S MIX	779	TON	\$200.00	\$155,800.00	\$155,800.00
ASPHALT CONCRETE MIX (ALL GRADES) (BPMB-HM) GRADING B-M2	652	TON	\$200.00	\$130,400.00	\$130,400.00
BITUMINOUS MATERIAL FOR PRIME COAT (PC)	8	TON	\$2,500.00	\$20,000.00	\$20,000.00
AGGREGATE FOR COVER MATERIAL (PC)	27	TON	\$89.00	\$2,403.00	\$2,403.00
BITUMINOUS MATERIAL FOR TACK COAT (TC)	4	TON	\$2,500.00	\$10,000.00	\$10,000.00
ACS MIX(ALL GRADES) GRADING D	664	TON	\$200.00	\$132,800.00	\$132,800.00
PAVEMENT MARKING	4	L.M.	\$25,000.00	\$100,000.00	\$100,000.00
NEW SIGNS AND RRFB	1	LS	\$85,000.00	\$85,000.00	\$85,000.00
SIGNAL MODIFICATION	1	LS	\$45,000.00	\$45,000.00	\$45,000.00
REMOVE SIGNS	6	EACH	\$50.00	\$300.00	\$300.00
UTILITY RELOCATION	1	LS	\$200,000.00	\$200,000.00	\$200,000.00
EROSION PREVENTION SEDIMENT CONTROL (EPSC)	1	LS	\$30,000.00	\$30,000.00	\$30,000.00
DRIANAGE (WITH PAVERS MEDIAN)	1	LS	\$65,000.00	\$0.00	\$65,000.00
DRIANAGE (WITH COLORED AND STAMPED CONCRETE MEDIAN)	1	LS	\$40,000.00	\$40,000.00	\$0.00
TREE REMOVAL	21	EACH	\$200.00	\$4,200.00	\$4,200.00
CONTINGENCIES (30%)	1	LS	-	\$846,096.90	\$883,667.40
TOTAL WITH COLORED AND STAMPED CONCRETE MEDIAN				\$3,666,419.90	-
TOTAL WITH BRICK PAVERS MEDIAN				-	\$3,829,225.40
NOTE: The following assumptions were considered when doing the cost estimate. - Assumed no ROW needed - Assumed no new landscaping - Assumed no new street lighting needed - Assumed no full pavement design expect for in the areas that widen into the median.					

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CITY OF BELLE MEADE

Memo

TO: Belle Meade Commissioners

FROM: Leigh Mills, Finance Director
Rusty Terry, City Recorder

DATE: August 21, 2024

RE: NextGen Property Tax Billing Software Application

BACKGROUND

In 2023, the Davidson County Tax Assessor's office informed City Recorder Rusty Terry that they would no longer be able to provide the property tax files in the formats that they previously prepared for the City of Belle Meade. The file format conversion was critically needed in order for bills to be generated from the data file. On short notice, the City Manager hired a temporary contractor who could properly convert the files to the formats we needed. This service cost the city just under \$3,000.

Looking at the root cause of this issue, we identified that our reliance upon a legacy system (an old Access database) is causing both redundancy in our processing and challenges for us in easily generating bills in the future. Upon investigating other solutions, we found that our accounting software vendor provides additional applications that work seamlessly together.

Local Government Corporation's NextGen property tax billing module will integrate with the existing accounting module to allow timely accounts receivable reporting, reduce redundancy and reduce the chances of data entry errors as all property tax data entry would occur in one system. Currently data entry must be completed in two separate systems that do not connect.

This module has a one-time cost of \$4,198.50 for the software and hardware. The annual use and support fee is \$5,576. For this first year, the annual use and support fee will be prorated after installation.

RECOMMENDATION

The Board is recommended to approve the purchase of the NextGen property tax module in an amount not to exceed \$9,774.50 for fiscal year 2025.

FISCAL IMPACT

Upon approval of the budget amending Ordinance presented in tonight's packet, funding for this expenditure will be made available by an increase in anticipated use of reserves, which will allow for an increase in expenditures for General Fund – Administration – Information Technology, account 110-41000-245.

ATTACHMENT

Proposal



Sales Proposal
For
City of Belle Meade
Wednesday, July 17, 2024

Proposal Information

If you are receiving this proposal for budgetary purposes, please add 10% to the final proposal cost to cover any fiscal year increases.

*If the number of logins accessing LGC's software exceeds the number of logins you are licensed for, additional license and annual support charges will apply.

*LGC's software is designed to run on the most current technology. Older operating systems and workstations may not provide the best possible user experience.

*NextGen runs in a Microsoft SQL database, which must be purchased in order to use NextGen.

*A Microsoft SQL CAL is required for any workstation needing access to NextGen.

*Microsoft SQL is server specific. You are not required to purchase it for each software package.

*The Nextgen software is developed to use the latest technology in laser printing. Older technologies such as dot matrix or line printers are not compatible.

*Belle Meade is responsible for making certain that the existing hardware meets the minimum specifications to run LGC's NextGen software. Please see the hardware specification sheet.

Software

Application Software Windows Multi-User	
Nextgen-City Property Tax	3,536.00
*Annual use and remote support fee is \$5,576.00	
<i>Application Software Windows Multi-User</i>	3,536.00
Total Software Cost	3,536.00

Hardware

Miscellaneous Components	
(2) PAX A80 Credit Card Reader	662.50
<i>Miscellaneous Components Total</i>	662.50
Total Hardware Cost	\$662.50

Total Proposal Cost:	\$4,198.50
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Prices are good for thirty (30) days. Contact the Marketing Department for price renewal.

Annual Use and Support Fee:	\$5,576.00
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* This **Annual Use and Support Fee** is not included in the proposal cost listed above and will be prorated from the date of installation through the end of the current fiscal year.

Annual Use and Support Fee

Annual Use and Support Fees for each software package will be billed after the first day of training. If LGC's software is installed on third party hardware, additional charges may apply. *Annual Use and Support Fees are due on July 1st of each year and are prorated from the first day of training through the end of June of the current fiscal year. Software use and support fees are based on the current year's support rate and are subject to change July 1st of each year. Full software use and support fees recur annually.*

Software, Installation, and Training

Software, installation, and training charges for each package will be billed after the first day of setup.

Hardware

Hardware returns are subject to a 10% restocking fee.

Hardware is subject to availability. Upgrades and additional products are available upon request. **All hardware will be billed no later than 90 days from the date your order was accepted. All hardware will be billed immediately after delivery.** In addition to the hardware cost included on this proposal, other cost that you may incur are terminal cable, cable installation, internet service, etc. Cable installation is the responsibility of the customer. LGC's hardware comes with a one-year onsite warranty within our coverage area. Depot options are available for customers outside our coverage area. After the one-year warranty has expired, you may choose to enter into a Hardware Maintenance Agreement with LGC. LGC reserves the right not to offer maintenance contracts on special ordered hardware.

Third Party Hardware

If LGC's software is installed on third party hardware, additional charges may apply.

Third Party Software

LGC is not an authorized support center for any third-party software packages. This includes packages such as Microsoft Office. The price of these packages includes installation and instructions on how to start the programs as well as any tutorials that might be included from the manufacturer. We can supply a list of organizations that offer support on a per call, fee basis. Third-Party Software packages that are opened cannot be returned. LGC cannot guarantee the functionality or compatibility of third-party products purchased from other vendors.

Hardware Specifications

Recommended Server Specifications:

- I3/I5/I7 Xeon Processor
- 64 GB RAM
- (3) 1 TB SSD in RAID or better performance drives for Data
- (3) 1 TB SSD in RAID or better performance drives for Windows OS
- High Throughput drive for SQL Server
- Microsoft Windows Server 2022 64Bit or greater (Requires Two More CALS and Terminal Services License Than Number of Available Workstations, Minimum 5 License)
- 250 GB Hard drive Back-up
- Microsoft SQL Server 2019 Standard Edition
- Microsoft .Net Framework 4.7.2
- Screen resolution - 1280X1024 on 4X3 and 1980X1020 on 16X9, 32-bit
- Antivirus Software
- Gigabit Wired Network

Document Management Server Additional Recommendations

- NAS Device – For Backup
- 7 USB External Drives – For Backup

Minimum Server Specifications:

- I3/I5/I7 Xeon Processor
- 16 GB DDR3 RAM
- 2X SSD Drives in Raid 1 Or Drive of Similar Performance for Windows OS
- High Throughput drive for SQL Server
- Microsoft Windows Server 2016 64Bit or greater (Requires Two More CALS and Terminal Services License Than Number of Available Workstations, Minimum 5 License)
- Microsoft SQL Server 2016 Standard or greater
- Microsoft .Net Framework 4.7.2
- Screen resolution - 1280X1024 on 4X3 and 1980X1020 on 16X9, 32-bit
- Gigabit Wired Network
- Backup Solution
- Antivirus Software

Recommended Workstation Specifications:

- I3/I5/I7 Series Processor
- 16 GB RAM
- 500 SSD – Or Better Performance Drive
- Microsoft Windows 11 Professional 64 BIT
- Antivirus Software
- Microsoft .Net Framework 4.7.2
- Screen resolution - 1280X1024 on 4X3 and 1980X1020 on 16X9, 32-bit
- 2021 Microsoft Office Home & Business/Professional Edition
- Gigabit Wired Network

February 2024

Minimum Workstation Specifications:

- I3/I5/I7 Series Processor
- 8 GB RAM
- SSD Drive or Drive of Similar Performance
- Microsoft Windows 10 Professional 64 BIT
- Antivirus Software
- Microsoft.Net Framework 4.7.2
- Screen resolution - 1280X1024 on 4X3 and 1980X1020 on 16X9, 32-bit
- 2016 or above Microsoft Office Home & Business/Professional Edition
- Gigabit Wired Network

Recommended Printers (Laser Printers Required):

- HP 4001n
- HPm607n

Recommended Scanners:

- Fujitsu 7260 flatbed scanner
- Fujitsu 8170 sheetfed scanner

Network Requirements:

- Gigabit hardwired connections are required. Wireless network connections are not recommended.

February 2024

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City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
June 30, 2024

	YTD June-24 Actual	YTD June-23 Actual	YTD June-22 Actual	YTD June-21 Actual	Average June 2021 to 2024
Operating Revenue					
Property and other taxes	\$ 3,352,988	\$ 3,362,813	\$ 3,335,092	\$ 1,556,331	\$ 2,901,806
Mixed drink taxes	61,010	66,075	58,578	30,653	54,079
Permits and fees	322,635	442,058	509,158	257,758	382,902
State sales taxes	325,315	345,462	331,499	309,304	327,895
State income taxes	1,076	1,129	209,590	341,284	138,270
Gross receipts - TVA	35,552	34,880	30,120	33,286	33,460
Franchise taxes	76,646	71,700	96,486	80,564	81,349
In lieu of tax - utilities	8,545	11,736	11,636	5,646	9,391
Sports betting tax	4,233	5,173	2,917	1,311	3,409
Road Maintenance Fee MOU	333,533	323,191	297,872	253,191	301,947
Public safety charges	115,989	90,198	68,541	4,098	69,707
Stormwater User Fee	298,774	298,679	108,398	100,377	201,557
Court fines and costs	238,039	276,138	245,357	150,081	227,404
State beer tax	1,275	1,325	1,325	1,379	1,326
State-city streets	5,304	5,315	5,357	5,781	5,439
Other revenues (includes grants)	38,520	139,845	142,933	137,048	114,586
Interest earnings	770,338	444,758	70,286	114,982	350,091
Net Change in Value of Investments	99,830	6,940	(193,993)	(78,663)	(41,472)
Contributions	17,750	26,225	63,977	52,155	40,027
	<u>\$ 6,107,352</u>	<u>\$ 5,953,640</u>	<u>\$ 5,395,129</u>	<u>\$ 3,356,565</u>	<u>\$ 5,203,171</u>
Operating Expenditures					
General government	\$ 909,033	\$ 1,077,559	\$ 863,852	\$ 693,856	\$ 886,075
Police	2,145,583	2,022,790	1,950,441	1,818,444	1,984,314
Building inspection	183,422	154,505	133,585	118,323	147,459
Highways and streets	381,591	302,088	302,762	340,869	331,827
Stormwater	151,174	152,248	158,818	128,382	147,656
Solid waste collection	621,090	617,495	473,092	465,324	544,250
Parkways and Blvds	142,501	150,846	138,920	111,827	136,024
	<u>\$ 4,534,394</u>	<u>\$ 4,477,531</u>	<u>\$ 4,021,469</u>	<u>\$ 3,677,025</u>	<u>\$ 4,177,605</u>
Excess rev vs (exp) from Operations	<u>\$ 1,572,958</u>	<u>\$ 1,476,109</u>	<u>\$ 1,373,660</u>	<u>\$ (320,460)</u>	<u>\$ 1,025,567</u>
Capital Revenue and Expenditures					
Grant Revenue	220,712	-	-	-	-
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	879,843	716,465	557,439	948,445	775,548
Net rev vs net (exp)	<u>\$ 913,827</u>	<u>\$ 759,644</u>	<u>\$ 816,221</u>	<u>\$ (1,268,905)</u>	<u>\$ 250,019</u>
Assets					
Cash	\$ 69,684	\$ 145,769	\$ 152,745	\$ 118,905	
Investments	7,662,216	10,560,405	9,628,157	9,233,815	
Investments - Designated	10,126,793	6,358,473	6,015,020	5,009,065	
Property taxes receivable	3,357,543	3,357,543	3,329,233	3,306,275	
Other receivables	100,542	170,140	378,701	517,801	
Other assets	17,563	15,505	12,365	9,320	
	<u>\$ 21,334,340</u>	<u>\$ 20,607,835</u>	<u>\$ 19,516,222</u>	<u>\$ 18,195,181</u>	
Liabilities and Reserves					
Payables and accrued liab	20,842	108,588	129,200	71,341	
Deferred rev - prop taxes	3,357,543	3,357,543	3,329,233	3,306,275	
Deferred rev - ARPA grant	647,104	747,679	424,004	-	
Designated reserves	10,126,793	6,358,473	6,015,020	5,009,065	
Unrestricted funds	6,268,231	9,275,907	8,802,545	11,077,404	
Revenues < expenditures	913,827	759,644	816,221	(1,268,905)	
	<u>\$ 21,334,340</u>	<u>\$ 20,607,835</u>	<u>\$ 19,516,222</u>	<u>\$ 18,195,181</u>	

City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
June 30, 2024

	Fiscal 2024 Budget	YTD 2024 Budget	YTD June-24 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,334,202	\$ 3,334,202	\$ 3,352,988	\$ 18,786	1%
Mixed drink taxes	60,000	55,000	61,010	6,010	11%
Permits and fees	249,151	249,151	322,635	73,484	29%
State sales taxes	348,120	319,110	325,315	6,205	2%
State income taxes	-	-	1,076	1,076	0%
Gross receipts - TVA	34,812	34,812	35,552	740	2%
Franchise taxes	40,000	40,000	76,646	36,646	92%
In lieu of tax - utilities	5,000	5,000	8,545	3,545	71%
Road Maintenance Fee MOU	333,533	333,533	333,533	0	0%
Public safety charges	40,000	40,000	115,989	75,989	190%
Stormwater User Fee	298,639	298,639	298,774	135	0%
Court fines and costs	235,000	235,000	238,039	3,039	1%
State beer tax	1,334	1,223	1,275	52	4%
State-city streets	5,309	4,867	5,304	437	9%
Sports betting tax	2,901	2,659	4,233	1,574	59%
Other revenues	172,176	172,176.00	38,520	(133,656)	0%
Interest earnings	630,320	630,320	770,338	140,018	22%
Net Change in Value of Investments	-	-	99,830	99,830	0%
Contributions	17,750	17,750	17,750	-	0%
	<u>\$ 5,808,247</u>	<u>\$ 5,773,442</u>	<u>\$ 6,107,352</u>	<u>\$ 333,910</u>	<u>494%</u>
Operating Expenditures					
General government	\$ 1,020,920	\$ 1,020,920	\$ 909,033	\$ 111,887	-11%
Police	2,246,650	2,246,650	2,145,583	101,067	-4%
Building inspection	211,001	211,001	183,422	27,579	-13%
Highways and streets	498,159	498,159	381,591	116,568	-23%
Stormwater	232,960	232,960	151,174	81,786	-35%
Solid waste collection	642,200	642,200	621,090	21,110	-3%
Parkways and Blvds	230,000	230,000	142,501	87,499	-38%
	<u>\$ 5,081,890</u>	<u>\$ 5,081,890</u>	<u>\$ 4,534,394</u>	<u>\$ 547,496</u>	<u>-128%</u>
Excess rev vs (exp) from Operations	<u>\$ 726,357</u>	<u>\$ 691,552</u>	<u>\$ 1,572,958</u>	<u>\$ (213,586)</u>	<u>622%</u>
Capital Revenue and Expenditures					
Grant Revenue	124,516	124,516	220,712	96,196	77%
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	1,273,264	1,273,264	879,843	393,421	-31%
Net rev vs net (exp)	<u>\$ (422,391)</u>	<u>\$ (457,196)</u>	<u>\$ 913,827</u>	<u>\$ 1,371,023</u>	<u>-8%</u>
Assets			June 30, 2024	June 30, 2023	
Cash			\$ 69,684	\$ 145,769	
Investments			7,662,216	10,560,405	
Investments - Designated			10,126,793	6,358,473	
Property taxes receivable			3,357,543	3,357,543	
Other receivables			100,542	170,140	
Other assets			17,563	15,505	
			<u>\$ 21,334,340</u>	<u>\$ 20,607,835</u>	
Liabilities and Reserves					
Payables and accrued liab			\$ 20,842	\$ 108,588	
Deferred rev - prop taxes			3,357,543	3,357,543	
Deferred rev - ARPA grant			647,104	747,679	
Designated reserves			10,126,793	6,358,473	
Unrestricted funds			6,268,231	9,275,907	
Revenues < expenditures			913,827	759,644	
			<u>\$ 21,334,340</u>	<u>\$ 20,607,835</u>	

City of Belle Meade
Other Revenue Breakdown
For the month ended, June 30, 2024

Grant - State of TN: Highway Safety	\$	35,384
Grant - PEP		1,500
Vending Machine proceeds/Other		254
Voting Space rental		750
Supplies Reimbursement		75
Recycle Cans		557
Totals	\$	<u>38,520</u>



Capital Budget Report - General Fund - June 30, 2024



Project/Budget Item	FY 24	FY 25	FY 26	FY 27	FY 28	Total	Actual Spent FY 24	Budget Variance FY 24
Fleet Replacement								
Vehicle Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$253,853	(\$69,957)
Total Fleet Replacement	\$183,896	\$228,091	\$257,745	\$106,441	\$111,763	\$887,937	\$253,853	(\$69,957)
Machinery and Equipment								
UTV, Starchase, Video Security System	\$113,712	\$82,000	\$86,100	\$92,169	\$100,764	\$474,745	\$73,932	\$39,780
Computers, Monitors, Servers	\$21,784	\$0	\$0	\$0	\$0	\$21,784	\$0	\$21,784
Total Machinery and Equipment	\$135,496	\$82,000	\$86,100	\$92,169	\$100,764	\$496,529	\$73,932	\$61,564
Streets								
Street paving- Per paving plan	\$497,872	\$300,000	\$315,000	\$330,750	\$347,288	\$1,790,910	\$5,756	\$492,116
Street paving- Master Plan, other	\$240,000	\$500,000	\$525,000	\$551,250	\$578,813	\$2,395,063	\$457,478	(\$217,478)
Total Streets	\$737,872	\$800,000	\$840,000	\$882,000	\$926,100	\$4,185,972	\$463,234	\$274,638
Stormwater								
Stormwater Imp- Undesignated	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$88,824	(\$38,824)
Total Stormwater	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$276,282	\$88,824	(\$38,824)
Total	\$1,107,264	\$1,162,591	\$1,238,970	\$1,138,492	\$1,199,403	\$5,846,719	\$879,843	\$227,421

**** Any fiscal years beyond the current approved fiscal year are for planning purposes only.**

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
June 30, 2024

ASSETS	FY 2024	FY 2023	FY 2022	FY 2021
Current assets:				
Cash and cash equivalents	\$ 195,378	\$ 227,292	\$ 179,668	\$ 173,131
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,904,288	1,511,587	1,382,693	1,079,954
Receivables (net of allowance for uncollectible)	44,159	44,978	44,675	41,947
Prepays	924	-	650	-
Inventory	13,439	13,439	15,064	5,548
Total current assets	<u>2,158,188</u>	<u>1,797,296</u>	<u>1,622,750</u>	<u>1,300,580</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	-
Improvements other than buildings	555,598	555,598	555,598	555,598
Machinery and equipment	7,376,110	7,297,572	7,027,227	6,840,481
Accumulated Depreciation	(6,765,664)	(6,765,664)	(6,499,371)	(6,251,659)
Total capital assets (net of accumulated depreciation)	<u>1,166,043</u>	<u>1,087,505</u>	<u>1,083,454</u>	<u>1,144,420</u>
TOTAL ASSETS	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>	<u>\$ 2,706,204</u>	<u>\$ 2,445,000</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	24,201	33,540	92,208	11,542
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>24,201</u>	<u>33,540</u>	<u>92,208</u>	<u>11,542</u>
Long-term liabilities:				
Accrued leave	6,969	6,730	4,431	4,543
TOTAL LONG-TERM LIABILITIES	<u>6,969</u>	<u>6,730</u>	<u>4,431</u>	<u>4,543</u>
TOTAL LIABILITIES	<u>31,170</u>	<u>40,270</u>	<u>96,639</u>	<u>16,085</u>
NET POSITION				
Change in Net Position	469,937	234,966	181,288	159,572
Net investment in capital assets	322,627	588,920	836,632	1,080,100
Restricted	-	-	-	-
Unrestricted	2,500,497	2,020,645	1,591,644	1,189,243
TOTAL NET POSITION	<u>3,293,061</u>	<u>2,844,531</u>	<u>2,609,564</u>	<u>2,428,915</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>	<u>\$ 2,706,204</u>	<u>\$ 2,445,000</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended June 30, 2024

	June 2024 FY	June 2023 FY	June 2022 FY	June 2021 FY	4 Year
	Actual YTD	Actual YTD	Actual YTD	Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 543,514	\$ 547,664	\$ 510,071	\$ 467,964	\$ 517,303
Permits	1,800	2,600	2,600	4,600	2,900
Total operating revenues	\$ 545,314	\$ 550,264	\$ 512,671	\$ 472,564	\$ 520,203
Operating expenses:					
Salaries	\$ 54,126	\$ 58,476	\$ 51,491	\$ 46,451	\$ 52,636
Payroll Taxes	3,983	4,182	3,742	3,285	3,798
Health/Dental & Life Ins.	13,329	12,640	10,852	5,816	10,659
Retirement	4,473	4,255	4,110	3,532	4,093
Clothing & Uniforms	1,063	1,046	885	891	971
Education & Training	1,065	644	935	125	692
Telephone, Internet	1,220	1,141	1,087	1,119	1,142
Professional Services	5,767	5,347	4,117	11,389	6,655
Insurance	7,865	5,395	5,116	3,995	5,593
Repair & Maintenance Pumps	56,917	24,892	33,717	30,303	36,457
Repair & Maintenance Vehicle	2,053	8,443	1,416	1,179	3,273
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	446	1,549	2,672	1,430	1,524
Chemicals	109,947	112,501	109,792	107,973	110,053
Gasoline, Oil	3,110	5,265	5,066	2,196	3,909
Consumable Tools	314	308	365	203	298
Depreciation	-	266,293	247,712	243,468	189,368
Total operating expenses	\$ 265,678	\$ 512,377	\$ 483,075	\$ 463,355	\$ 431,121
Operating income	\$ 279,636	\$ 37,887	\$ 29,596	\$ 9,209	\$ 89,082
Nonoperating revenues:					
Interest income	92,701	53,894	2,739	1,378	37,678
Other income	-	-	12,500	26,559	9,765
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	92,701	53,894	15,239	27,937	47,443
Income before contributions and transfers	372,337	91,781	44,835	37,146	136,525
Contributions and transfers					
Tap and access fees	18,000	26,000	26,000	26,200	24,050
Capital contributions	79,600	117,185	110,453	96,226	100,866
Total contributions and transfers	97,600	143,185	136,453	122,426	124,916
Change in position	\$ 469,937	\$ 234,966	\$ 181,288	\$ 159,572	\$ 261,441

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
June 30, 2024

ASSETS	FY 2024	FY 2023
Current assets:		
Cash and cash equivalents	\$ 195,378	\$ 227,292
Cash and cash equivalents- restricted		
Investments	1,904,288	1,511,587
Receivables (net of allowance for uncollectible)	44,159	44,978
Prepays	924	-
Inventory	13,439	13,439
Total current assets	<u>2,158,188</u>	<u>1,797,296</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,376,110	7,297,572
Accumulated Depreciation	(6,765,664)	(6,765,664)
Total capital assets (net of accumulated depreciation)	<u>1,166,043</u>	<u>1,087,505</u>
TOTAL ASSETS	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	24,201	33,540
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>24,201</u>	<u>33,540</u>
Long-term liabilities:		
Accrued leave	6,969	6,730
TOTAL LONG-TERM LIABILITIES	<u>6,969</u>	<u>6,730</u>
TOTAL LIABILITIES	<u>31,170</u>	<u>40,270</u>
NET POSITION		
Change in Net Position	469,937	234,966
Net investment in capital assets	322,627	588,920
Restricted	-	-
Unrestricted	2,500,497	2,020,645
TOTAL NET POSITION	<u>3,293,061</u>	<u>2,844,531</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
June 30, 2024

ASSETS	FY 2024	FY 2023
Current assets:		
Cash and cash equivalents	\$ 195,378	\$ 227,292
Cash and cash equivalents- restricted		
Investments	1,904,288	1,511,587
Receivables (net of allowance for uncollectible)	44,159	44,978
Prepays	924	-
Inventory	13,439	13,439
Total current assets	<u>2,158,188</u>	<u>1,797,296</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,376,110	7,297,572
Accumulated Depreciation	(6,765,664)	(6,765,664)
Total capital assets (net of accumulated depreciation)	<u>1,166,043</u>	<u>1,087,505</u>
TOTAL ASSETS	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	24,201	33,540
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>24,201</u>	<u>33,540</u>
Long-term liabilities:		
Accrued leave	6,969	6,730
TOTAL LONG-TERM LIABILITIES	<u>6,969</u>	<u>6,730</u>
TOTAL LIABILITIES	<u>31,170</u>	<u>40,270</u>
NET POSITION		
Change in Net Position	469,937	234,966
Net investment in capital assets	322,627	588,920
Restricted	-	-
Unrestricted	2,500,497	2,020,645
TOTAL NET POSITION	<u>3,293,061</u>	<u>2,844,531</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,324,231</u>	<u>\$ 2,884,801</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended June 30, 2024

	FY 2024 BUDGET	FY 2024 BUDGET YTD	FY 2024 ACTUAL YTD	FY 2023 ACTUAL YTD	Variance Actual vs Budget
Operating revenues:					
Sewer user fees	\$ 534,837	\$ 534,837	\$ 543,514	\$ 547,664	2%
Permits	1,600	1,600	1,800	2,600	13%
Total operating revenues	536,437	536,437	545,314	550,264	2%
Operating expenses:					
Salaries	62,332	62,332	54,126	58,476	13%
Payroll Taxes	4,309	4,309	3,983	4,182	8%
Health/Dental & Life Ins.	13,166	13,166	13,329	12,640	-1%
Retirement	4,506	4,506	4,473	4,255	1%
Clothing & Uniforms	1,330	1,330	1,063	1,046	20%
Education & Training	820	820	1,065	644	-30%
Telephone, Internet	1,500	1,500	1,220	1,141	19%
Professional Services	22,430	22,430	5,767	5,347	74%
Insurance	8,400	8,400	7,865	5,395	6%
Repair & Maintenance Pumps	57,950	57,950	56,917	24,892	2%
Repair & Maintenance Vehicle	2,500	2,500	2,053	8,443	18%
Repair & Maintenance Other Equipment	1,000	1,000	-	-	100%
Operating Supplies	1,350	1,350	446	1,549	67%
Chemicals	115,000	115,000	109,947	112,501	4%
Gasoline, Oil	8,000	8,000	3,110	5,265	61%
Consumable Tools	500	500	314	308	37%
Depreciation	265,000	265,000	-	266,293	0%
Total operating expenses	570,094	570,094	265,678	512,377	53%
Operating income	(33,657)	(33,657)	279,636	37,887	931%
Nonoperating revenues:					
Interest income	81,000	81,000	92,701	53,894	-14%
Other income	-	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	0%
Total nonoperating revenues (expenses)	81,000	81,000	92,701	53,894	-14%
Income before contributions and transfers	47,343	47,343	372,337	91,781	-686%
Contributions and transfers					
Tap and access fees	16,000	16,000	18,000	26,000	-13%
Capital contributions	55,850	55,850	79,600	117,185	-43%
Total contributions and transfers	71,850	71,850	97,600	143,185	-36%
Change in position	\$ 119,193	\$ 119,193	\$ 469,937	\$ 234,966	-294%

City of Belle Meade - State Street Aid
Condensed Financial Statement - June 30, 2024

	Fiscal 2024 Budget	YTD 2024 Budget	YTD June-24 Actual	YTD June-23 Actual	YTD Actual vs Last Yr
Revenue					
Gasoline & Motor Fuel Tax	\$ 101,535	\$ 101,535	\$ 92,602	\$ 100,779	-8%
	\$ 101,535	\$ 101,535	\$ 92,602	\$ 100,779	-8%
Expenditures					
Street Lighting	67,500	67,500	63,318	64,128	-1%
Repair & Maintenance - Roads & R-O-W	34,035	34,035	27,782	29,701	-6%
	\$ 101,535	\$ 101,535	\$ 91,100	\$ 93,829	-3%
Net rev vs (net exp)	\$ 0	\$ 0	\$ 1,502	\$ 6,950	-78%
Assets					
Cash			\$ 171,510	\$ 163,177	
Other receivables			8,880	17,231	
Other assets			-	-	
			<u>\$ 180,390</u>	<u>\$ 180,408</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	1,520	
Fund Balance			178,888	171,938	
Revenues < expenditures			1,502	6,950	
			<u>\$ 180,390</u>	<u>\$ 180,408</u>	

City of Belle Meade - Beautification Fund
Condensed Financial Statement - June 30, 2024

	Fiscal 2024 Budget	YTD 2024 Budget	YTD June-24 Actual	YTD June-23 Actual	YTD Actual vs Last Yr
Revenue					
Interest Earnings	\$ 2,000	\$ 2,000	\$ 3,981	\$ 2,817	41%
Grant Revenue	-	-	-	-	0%
Contributions-Memorials	500	500	1,150	700	64%
Contributions- Dues	25,000	25,000	93,255	87,775	6%
	<u>\$ 27,500</u>	<u>\$ 27,500</u>	<u>\$ 98,386</u>	<u>\$ 91,292</u>	<u>8%</u>
Expenditures					
Public Relations	4,000	4,000	1,680	3,317	-49%
Repair & Maintenance Services	11,000	11,000	8,640	12,780	-32%
Horticultural Supplies & Services	46,575	46,575	71,200	49,098	45%
Other Improvements	50,000	50,000	-	-	0%
	<u>\$ 111,575</u>	<u>\$ 111,575</u>	<u>\$ 81,520</u>	<u>\$ 65,195</u>	<u>25%</u>
Net rev vs (net exp)	<u><u>\$ (84,075)</u></u>	<u><u>\$ (84,075)</u></u>	<u><u>\$ 16,866</u></u>	<u><u>\$ 26,097</u></u>	<u><u>-35%</u></u>
Assets					
Cash			\$ 288,605	\$ 271,738	
Other receivables				-	
Other assets			-	-	
			<u>\$ 288,605</u>	<u>\$ 271,738</u>	
Liabilities and Reserves					
Payables and accrued liabilities			-	-	
Fund Balance			271,739	245,641	
Revenues < expenditures			16,866	26,097	
			<u>\$ 288,605</u>	<u>\$ 271,738</u>	

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City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
July 31, 2024

First Horizon Advisors Account	2024	
	Current Period	
Beginning Balance	\$	7,723,724.58
Additions & Withdrawals		(273,126.73)
Interest Income		25,126.73
Taxes, Fees & Expenses		-
Change in Value		39,263.03
Ending Balance	\$	7,514,987.61

Interest Income (includes First Horizon Checking Account):

July 2024 \$ 25,126.73

TOTAL \$ 25,126.73

City of Belle Meade

Investment Schedule - General Fund

Local Government Investment Pool

Balance at July 31, 2024

<u>Investment Type</u>	<u>Financial Institution</u>	<u>Balance</u>	<u>Current Rate</u>	<u>Previous Rate</u>	<u>Comments</u>
Liquid Investment Account	Local Government Investment Pool	\$ 9,267,405	5.33%	5.33%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 43,303.97
Fiscal year-to-date	\$ 43,303.97

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

7/5/2024	\$ 150,000.00
7/16/2024	\$ 250,000.00
7/26/2024	\$ 250,000.00

Total	\$ 650,000.00
--------------	----------------------

From Operating Cash to Investment Pool (deposit):

Total	\$ -
--------------	-------------

Restricted funds in the LGIP balance:

**** American Rescue Plans Act (ARPA) fund restricted for specific uses.	\$ 647,104.00
** David & Cindy Wilds Exemplary Service Award funds restricted to police department employees per specific guidelines.	11,986.94
	<u>\$ 659,090.94</u>

City of Belle Meade

**Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at July 31, 2024**

Investment Type	Financial Institution	Balance	Current Rate	Previous Rate	Comments
Liquid Investment Account	Local Government Investment Pool	\$ 1,912,909	5.33%	5.33%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 8,620.42
Fiscal year-to-date	\$ 8,620.42

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

Total	\$ -
--------------	-------------

From Operating Cash to Investment Pool (deposit):

Total	\$ -
--------------	-------------

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PM

Shop: 615-446-1881 • Home Ph. & Fax: 615 446-5830

JOB INVOICE

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☒ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER Creek Debris Clean up	
JOB LOCATION City of Belle Meade	
JOB PHONE	STARTING DATE
7-8-24 to	7-12-24

(Attachment Page 1 of 10)

J.R. & Associates

General Contractor • Demolition Experts

Licensed • Insured & Bonded

907 Faith Road • Dickson, TN 37055

Shop: 615-446-1881 • Home Ph. & Fax: 615 446-5830

PAYMENT REQUEST

TO City of Belle Meade
4705 Harding Rd.
Nashville Tn.

(week 3)

JOB INVOICE

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☒ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER Clean Debris Clean up	
JOB LOCATION City of Belle Meade	
JOB PHONE 75-24 to 7-19-24	STARTING DATE

LABOR		HRS.	RATE	AMOUNT	DESCRIPTION OF WORK								
# 1TK		40	55	2200 ⁰⁰	# 1 Creek culvert under Chaney								
# 2 TK		40	40	1600 ⁰⁰	# 19 Culvert under Forsythe Place								
# 3pk		40	30	1200 ⁰⁰	# 15 staged to do Herbert Phelan								
# 4 loader		40	35	1400 ⁰⁰	Chaney								
# 5 Backhoe		40	55	2200 ⁰⁰									
# 6 chainsaws, weed eater		40	50	2000 ⁰⁰									
rakes, shovels, rakes, gas													
oil, media etc.													
					EQUIPMENT CHARGES								
# 1 Super		40	30	1200 ⁰⁰									
# 2 Lead		40	25	1000 ⁰⁰									
# 3 Labors X 3		120	14	1680 ⁰⁰									
# 4 Labors X 2		32	14	448 ⁰⁰									
# 5 Trk Driver		40	25	1000 ⁰⁰	TOTAL OTHER								
# 6 Operator		40	30	1200 ⁰⁰	QTY.	MATERIAL			PRICE		AMOUNT		
TOTAL LABOR					DATE COMPLETED								
TOTAL MATERIALS					TOTAL MATERIALS								
TOTAL OTHER													
TAX													
TOTAL				\$ 17,128 ⁰⁰									
Thank You!					Work ordered by _____								
					Signature _____ I hereby acknowledge the satisfactory completion of the above described work								

Thank You!

Work ordered by _____

Signature _____
I hereby acknowledge the satisfactory completion of the above described work

J.R. & Associates

General Contractor • Demolition Experts
Licensed • Insured & Bonded

907 Faith Road • Dickson, TN 37055

Shop: 615-446-1881 • Home Ph. & Fax: 615 446-5830

PAYMENT REQUEST

TO

City of Belle Meade
4705 Harding Rd.
Nashville, TN

(week 4)

110-43150-269

nm

JOB INVOICE

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☒ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER <u>Creek Debris Clean up</u>	
JOB LOCATION <u>City of Belle Meade</u>	
JOB PHONE	STARTING DATE
<u>7-22-24 to 7-26-24</u>	

[illegible]

110-43150-269

1/11/11

week 5

J.R. & Associates

General Contractor • Demolition Experts
Licensed • Insured & Bonded

907 Faith Road • Dickson, TN 37055

Shop: 615-446-1881 • Home Ph. & Fax: 615 446-5830

JOB INVOICE

PAYMENT REQUEST

TO

City of Belle Meade
4705 Harding Rd.
Nashville TN 37205

PHONE	DATE OF ORDER
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
☐ DAY WORK ☒ CONTRACT ☐ EXTRA	
JOB NAME/NUMBER Greek Debris Cleanup	
JOB LOCATION City of Belle Meade	
JOB PHONE NO.	STARTING DATE 7-27-24 to 8-2-24

LABOR	HRS.	RATE	AMOUNT	DESCRIPTION OF WORK
#1 TK	40	55	2200	27 Bell Mead Btr. Engine.
#2 TK	40	40	1600	26 culvert under BMB to Irquon
#3 PK	40	30	1200	25 Shepard place to BMB
#4 loader	40	35	1400	22 Brach culvert under Lynwood Rd
#5 Backhoe	40	55	2200	
#6 chain saws, weed eaters, oil/good tools shoulder rake etc. camera media.	40	50	2000	
EQUIPMENT CHARGES				
#1 Super	40	30	1200	
#2 Load	40	25	1000	
#3 Labor x 3	120	14	1680	
#4 Trk Drive.	40	25	1000	
#5 Operator	40	30	1200	
				TOTAL OTHER
				QTY. MATERIAL PRICE AMOUNT
TOTAL LABOR				DATE COMPLETED
TOTAL MATERIALS				TOTAL MATERIALS
TOTAL OTHER				Work ordered by
TAX				Signature
TOTAL				I hereby acknowledge the satisfactory completion of the above described work

Thank You!

\$16,680.00

LABOR		HRS.	RATE	AMOUNT	DESCRIPTION OF WORK			
#1 TK	40	55	2200	47 Deer Park/Pocket Park sec				
#2 TK	40	40	1600	23 Harding Place + Lynwood				
#3 PL	40	30	1200	(started at West Hampton)				
#4 loader	40	35	1400	(problem area)				
#5 Backhoe	40	55	2200					
#6 chainsaw, weed	40	50	2000					
eatess, shovels, rake,								
oil, gas, tools etc.								
camera + media								
#1 Super	40	30	1200					
#2 Lead	40	25	1000					
#3 Labor X 3	52	14	2184					
#4 TK Drive	40	25	1000					
#5 Operator	40	30	1200					
TOTAL LABOR				DATE COMPLETED				
TOTAL MATERIALS				TOTAL MATERIALS				
TOTAL OTHER								
TAX								
TOTAL				\$17,184.00				
Work ordered by _____								
Signature _____								
I hereby acknowledge the satisfactory completion of the above described work.								

GIBBS BROTHERS CONSTRUCTION, INC.
PAVING CONTRACTORS

INVOICE

CITY OF BELLE MEADE
4705 HARDING ROAD
NASHVILLE, TENNESSEE 37205

ATTN: NATHAN MCVAY

INVOICE #: 3434-8538
DATE: June 28, 2024

2021-2024 Street and Right-of-Way Maintenance Contract

ITEM	UNIT	UNIT PRICE	AMOUNT
Infrared Pavement Repairs on Various Streets			
815 Belle Meade Boulevard	160.00 SF	\$6.75	\$1,080.00
1212 Belle Meade Boulevard	28.00 SF	\$6.75	\$189.00
1212 Belle Meade Boulevard	50.00 SF	\$6.75	\$337.50
1212 Belle Meade Boulevard	48.00 SF	\$6.75	\$324.00
1108 Belle Meade Boulevard	65.00 SF	\$6.75	\$438.75
Belle Meade Boulevard	32.00 SF	\$6.75	\$216.00
Belle Meade Boulevard	25.00 SF	\$6.75	\$168.75
504 Belle Meade Boulevard	21.00 SF	\$6.75	\$141.75
116 Belle Meade Boulevard	76.00 SF	\$6.75	\$513.00
114 Belle Meade Boulevard	63.00 SF	\$6.75	\$425.25
224 Deer Park Drive	15.00 SF	\$6.75	\$101.25
421 West Brookfield	40.00 SF	\$6.75	\$270.00
421 West Brookfield	40.00 SF	\$6.75	\$270.00
429 Jackson Boulevard	30.00 SF	\$6.75	\$202.50
109 Lynnwood Terrace	165.00 SF	\$6.75	\$1,113.75
317 Lynnwood Boulevard	36.00 SF	\$6.75	\$243.00
TOTAL AMOUNT DUE THIS INVOICE			\$6,034.50
2470 COUCHVILLE PIKE, NASHVILLE, TN 37217 (615) 883-2434			

Wascon Inc.

910 EAST MAIN STREET
LIVINGSTON, TN. 38570
LIVINGSTON, TN. 38570
931-823-1388

Invoice

DATE	INVOICE #
7/29/2024	77470

BILL TO

CITY OF BELLE MEADE
4705 HARDING ROAD
NASHVILLE, TN. 37205

SHIP TO

SAME

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
110-3908	Net 30		7/29/2024	OUR TRUCK		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MTL	36 X 84 FIBERGLASS E/ONE DUPLEX STATION	7,937.82	7,937.82
2	MTL	100' EXTREME SUPPLY CABLES	158.73	317.46
1	FR	FREIGHT	300.00	300.00
		S.N. WH903991 WH903995		
Total				\$8,555.28

Invoice

Civil & Environmental Consultants, Inc.
 Phone: 412-429-2324 | Fax: 412-429-2114
 www.cecinc.com

Jennifer Moody
 City Of Belle Meade
 4705 Harding Road
 Nashville, TN 37205

August 10, 2024
 Project No: 040-655
 Invoice No: 440645

Project 040-655 City of Belle Meade Develop BMP Manual

email: jmoody@citybellemead.org

cc: lmills@citybellemead.org

Professional Services through July 13, 2024

Task 0004 Engineering review services

Professional Fees

	Hours	Rate	Amount
Casey, Steven	.25	270.00	67.50
1106 Nichol Ln - as-built review			
Casey, Steven	.25	270.00	67.50
306 Clarendon Ave - as-built review			
Casey, Steven	.50	270.00	135.00
402 West Brookfield - 1st review			
Casey, Steven	.25	270.00	67.50
421 Royal Oaks Dr - 2nd review			
Casey, Steven	1.25	270.00	337.50
4400 Iroquois Ave - 1st review			
Casey, Steven	.25	270.00	67.50
4406 Chickering Ln - 4th review			
Casey, Steven	.25	270.00	67.50
4409 Warner Pl - responding to email from Mary re: code violation			
Casey, Steven	.50	270.00	135.00
701 Belle Meade Blvd - 1st Review			
Casey, Steven	.25	270.00	67.50
717 Westview Ave - as-built review			
Guy-Baker, Christine	.25	163.00	40.75
717 Westview Avenue As-Built 4th Review (Call w/ Jake Wolfington)			
Guy-Baker, Christine	.75	163.00	122.25
306 Clarendon Avenue As-Built 2nd Review			
Guy-Baker, Christine	4.00	163.00	652.00
402 West Brookfield Avenue 1st Review			
Guy-Baker, Christine	.25	163.00	40.75
402 West Brookfield Avenue 1st Review (Call w/ Mary Peffen)			
Guy-Baker, Christine	.75	163.00	122.25
402 West Brookfield Avenue 1st Review (comment clarification)			
Guy-Baker, Christine	1.25	163.00	203.75
421 Royal Oaks Drive 2nd Review			
Guy-Baker, Christine	2.00	163.00	326.00
4400 Iroquois Avenue 1st Review			

Civil Engineering | Environmental Engineering & Sciences | Ecological Sciences | Waste Management | Water Resources

Project	040-655	City of Belle Meade Develop BMP Manual	Invoice	440645
Amount Due This Invoice			\$6,159.37	

Remit to:
Civil & Environmental Consultants Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Payment Terms: Net 30 Days, 1.5% Interest Per Month on Past Due Balances

August 12, 2024

Ms. Jennifer Moody, City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205

Dear Ms. Moody:

Subject: Invoice for Engineering Review Services
CEC Project No. 040-655 Task 0004

Enclosed is Civil & Environmental Consultants, Inc. (CEC) invoice for services through July 13, 2024. The following table breaks out the cost associated with each project. CEC recommends that you place the following highlighted statement on each applicant invoice the City sends for reimbursement: Please note, you may receive another invoice for the same review (e.g. first review) as CEC's billing period ends on different dates each month. Each billing period is four weeks long.

Project Site (Last name of applicant)	Invoice Amount
1106 Nichol Lane (Fulmer residence)	\$765.85
306 Clarendon Avenue (Lindsey residence)	\$115.59
402 West Brookfield Avenue (MFD Trust residence)	\$977.66
421 Royal Oaks Drive (Pettit residence)	\$581.16
4400 Iroquois Avenue (Edwards residence)	\$1,506.16
4406 Chickering Lane (4406 Chickering Lane Trust Property)	\$258.16
4409 Warner Place (Hayes residence)	\$74.91
701 Belle Meade Boulevard (Frist residence)	\$936.91
717 Westview Avenue (Morrise residence)	\$684.91
306 Clarendon Avenue (Lindsey residence)	\$129.66
4430 Shephard Place (Sharp residence)	\$128.40

RESOLUTION 2024-05

A RESOLUTION TO ESTABLISH A SPEED LIMIT OF TWENTY-FIVE (25) MILES PER HOUR ON CHANCERY LANE

WHEREAS, pursuant to the authority of Section 15-301 of the Belle Meade Municipal Code, it is unlawful to operate any motor vehicle other than a truck within the city limits at a rate of speed in excess of thirty (30) miles per hour, except that the Board of Commissioners may authorize by resolution the posting of signs with other speed limits, in which case such speed limits shall apply;

WHEREAS, the Board finds that a speed limit of twenty-five (25) miles per hour on Chancery Lane is warranted in light of characteristics and conditions of those streets and would be in the interest of the health, safety, and welfare of the residents of those streets and the City generally;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE TENNESSEE, AS FOLLOWS:

SECTION 1. Signs are to be posted on Chancery Lane indicating that the speed limits on this street shall be twenty-five (25) miles per hour and those speed limits shall be enforced pursuant to Section 15-301 of the Belle Meade Municipal Code.

SECTION 2. This resolution shall take effect immediately upon the posting of the said speed limit signs, the health, safety, and welfare of the citizens of the of City of Belle Meade, Tennessee requiring it.

Date of Adoption:

Mayor Rusty Moore

City Recorder Rusty Terry

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: August 21, 2024
Re: Resolution 2024-05 To Reduce Speed Limit to 25 mph on Chancery Lane

BACKGROUND

In the current municipal code (Section 1-301), it is unlawful to operate any motor vehicle, other than a truck, at a rate of speed in excess of thirty (30) miles per hour, except that the Board of Commissioners may authorize by resolution the positing of signs with other speed limits, in which case such speed limits shall apply.

The Chief of Police received a request from residents in the area of Chancery Lane requesting that the Commissioners consider reducing the speed limit on the street to 25 mph. The speed limit is currently 30 mph and have several pedestrians that use it daily. Additionally, a speed study was conducted and the average volume per day (both directions) is less than 230 vehicles with an average speed of 22 mph southbound and 26 mph northbound.

The Belle Meade Together Plan supports the reduction of the speed limit on this street. In figure 1: Street Emphasis and Target Speed, this street is identified as having a target speed of 20-25 mph to promote an environment that feels safe for people and pedestrians to move about.

The Chief of Police went door to door and mailed letters to residents about the proposed speed limit change. There were two people who responded that they were not in favor of the reduction. Most people were in favor, and some did not respond.

FISCAL IMPACT

None; funding is routinely included in the annual budget for the replacement and maintenance of signage.

RECOMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to adopt Resolution 2024-05. Reducing the speed limit to 25 mph on Chancery Lane.

ATTACHMENT

Figure 1 from Belle Meade Together Plan
Speed Summary Survey and Emails

STREETS AS PLACES

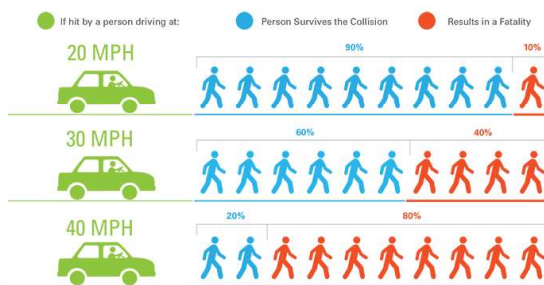
Belle Meade's streets can and should be much more than conduits for moving motor vehicles as quickly and efficiently as possible. In many cases, streets are the bridge between the public and private realms where people interact with each other and the surrounding environment. In this respect, street design should be as much about creating places for people as about moving vehicles.

SPEED IS FUNDAMENTAL

Speed is, by far, the most important factor that determines the look and feel of a street and whether people feel safe walking and cycling. Target speed is a conceptual approach to street design that identifies the highest speed at which vehicles should operate on a given street.

Belle Meade Together uses target speed to determine the application of many street design strategies, such as lane width, and, in turn, uses those strategies as tools to achieve the desired target speed. The map in **Figure 1** identifies target speeds for Belle Meade's streets.

In February 2021 Metro Nashville reduced speed limits on neighborhood classified streets in the Urban Services District (USD) to 25 mph. While this change does not apply to Belle Meade, in the General Services District (GSD), it does provide the opportunity for speed limit coordination on connecting streets.



The research is clear, speed is the number one factor that determines the safety of a street. Target speed as a tool for creating people friendly streets in Belle Meade.

(image source: San Francisco MTA Vision Zero Action Plan)

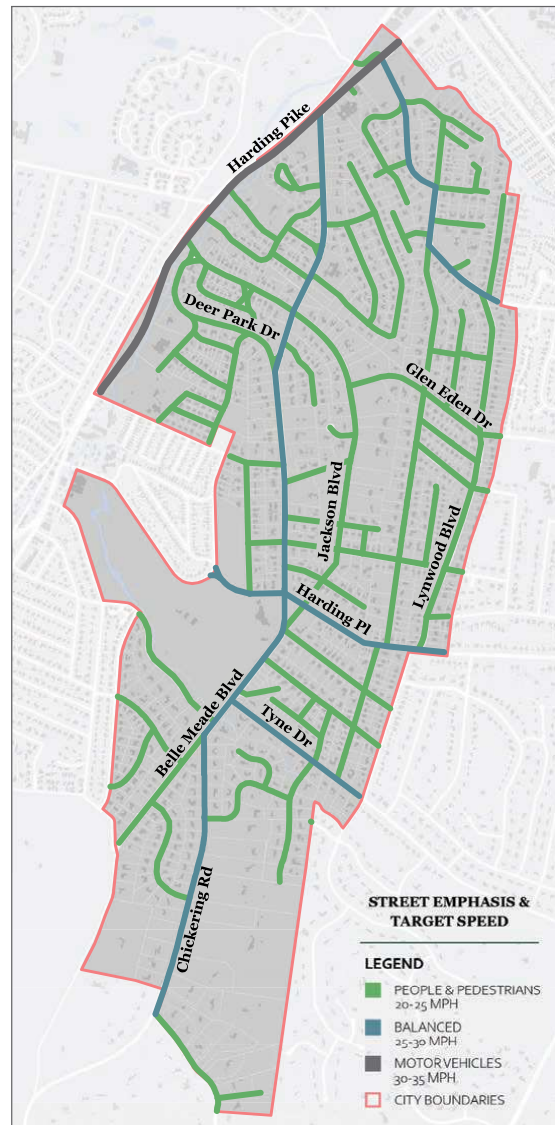


Figure 1. Street Emphasis and Target Speed



ALL TRAFFIC
SOLUTIONS



Start: 2024-06-01
End: 2024-06-19
Times: 0:00:00-23:59:59

Speed Summary
Chancery Lane, SB

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 2
Speed Limit: 30
Average Speed: 22.02
50th Percentile Speed: 22.69
85th Percentile Speed: 28.99
Pace Speed Range: 20-30

Minimum Speed: 5
Maximum Speed: 40
Display Mode: Unknown
Average Volume per Day: 179.5
Total Volume: 359

Generated by Chuck Williams on 06-19-2024

ALL TRAFFIC
SOLUTIONS



Start: 2024-06-01
End: 2024-06-19
Times: 0:00:00-23:59:59

Speed Summary
Chancery Lane, NB

Speed Range: 1 to 150

Overall Summary

Total Days of Data: 6
Speed Limit: 30, 25
Average Speed: 26.72
50th Percentile Speed: 26.77
85th Percentile Speed: 31.21
Pace Speed Range: 23-33

Minimum Speed: 11
Maximum Speed: 41
Display Mode: Unknown, Speed Display
Average Volume per Day: 27.5
Total Volume: 165

Generated by Chuck Williams on 06-19-2024

Emails Received from Chancery Lane Residents

1. Thank you for stopping by our house and sharing with us the plans to decrease the speed on Chancery Lane. We are 100% in favor of this change and would even invite a speed hump to help slow down the cars that pass through our neighborhood.
2. Thanks for taking the time last week on the phone to hear my concerns about traffic in our neighborhood. In addition to random cars cutting thru my driveway, on the corner of Chancery and Tyne during morning rush hour traffic, we also discussed speeders barreling down our small side street of Chancery Lane.

I do hope you might have some influence in helping get our speed limit posted to 25 MPH in addition to stating we are not a thru traffic street, as both Forsythe and I believe Warner Place have signs stating that.

I would be happy to have that sign planted in my side yard. There is currently only a 30 MPH sign at the opposite end of our block. Perhaps that is why cars are constantly turning off Tyne to barrel down Chancery Lane Day and evening, as there is no sign posted for them to see as they use Chancery Lane as their cut thru on their commute elsewhere.

I do appreciate any help, as my last request to the community 10 years ago fell on deaf ears and was declined.

There are double the amount of very young children on our block now, and it would be a shame if summer lemonade stands ,bike riding and baseball pitch and catch with dads and kids were to be curtailed due to the danger of speeding cars on Chancery Lane going un - checked and over the even inappropriate speed limit of 30 on such a small side street in Belle Meade, as even Lynwood Blvd is only 25MPH !

Again, much thanks for your ear last week.

3. I am writing to support the speed limit reduction on Chancery Lane to 25MPH - or even to 20MPH. Our street has a lot of pedestrians and kids love to use our block (Chancery - Forsythe - Drew - Manor) to ride bikes. I think this would be a great way to reduce or at least slow traffic.
4. I live at **(Redacted)** Chancery Lane S and am not in favor of lowering the speed limit. First it is a road for transportation and not a path for pedestrians to use as a park. I feel pedestrians should take responsibility to follow the rules in how to walk instead of walking 3 people abreast and complaining about a driver.

5. I am in favor of reducing the speed limit on Chancery Lane from 30 MPH to 25 MPH. I would also be in favor of installing additional speed bumps on Herbert Place and Chancery Lane and a three way stop at the Herbert Place, Chancery intersection. These Belle Meade streets have long been a cut through from Chickering Road to Tyne Blvd for years. I have lived at (Redacted) Chancery Lane S for eighteen years and walk on Chancery Lane and Herbert Place with my dog most every morning, so I get to observe the traffic every day. There is always someone walking on these streets, nearly every hour of the day. Also, very soon the cut-through traffic will increase when school starts again at CPA and Ensworth HS; many of these cut-through drivers are teenagers racing to school in the mornings and again back home in the afternoon.

Another serious safety issue you should address before tragedy occurs is the speeding traffic on Tyne Blvd between Belle Meade Blvd and the four-way stop at Lynwood. The speeds seem to have increased on Tyne and this is a serious safety concern for all of us living in this neighborhood. A serious accident at this intersection is certain to happen.

Thanks to you and The Board of Commissioners for addressing these issues. I am glad to help in any way you need me

6. I support the speed limit reduction for Chancery Lane. Thank you for doing the assessment.
7. I have lived at **(Redacted)** Chancery Ln since 1992.
For many years(before it become fashionable), I walked my dogs around the neighborhood. In those days the cars had the right away, and I walked off the road with the dogs when cars were approaching. I did not expect cars to slow to a crawl so pedestrians with their kids and dogs could walk on the road.
Now I have noticed that people assume that the cars must allow them to walk in the street without their moving into the yards as I did. Don't cars have right of way on roads in this town any longer?
I am angry at the low speed limits on streets such as Lynwoood Blvd which are main straight and safe roads for cars but not for those who treat the roads as sidewalks.
You mentioned people using Chancery Ln as a cut through. Why shouldn't they? Why should they not take the most efficient routes so that pedestrians and their children and pets can safely use the roads as sidewalks?
I find this outrageous.
Raise the speed limit on Lynwood and leave the speed limit on Chancery alone!

ORDINANCE 2024-11

AN ORDINANCE TO AMEND TITLE TWELVE OF THE BELLE MEADE MUNICIPAL CODE (“BUILDING, UTILITY, ETC. CODES”) TO CREATE A NEW CHAPTER SIX ADOPTING THE INTERNATIONAL PLUMBING CODE AND A NEW CHAPTER SEVEN ADOPTING THE INTERNATIONAL GAS AND MECHANICAL CODES AND REPEALING SECTIONS 12-101 (2) AND (3) SO AS TO PROVIDE FOR ENFORCEMENT THROUGH THE CITY OF BELLE MEADE RATHER THAN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

WHEREAS, the City of Belle Meade (“City”) has previously provided by ordinance that construction, permits, and inspections for plumbing, gas, mechanical, and electrical construction shall be subject to the provisions of the Building Code of the Metropolitan Government of Nashville and Davidson County (“Metro”) and administered by the Metro Codes Department; and

WHEREAS, pursuant to Ordinance 2023-02, the City amended Section 12-101 (2) to provide that electrical inspections will hereafter be performed by the State Fire Marshall’s Office and to delete the provisions for enforcement by Metro; and

WHEREAS, the Board of Commissioners hereby finds that the administration of the codes for plumbing, gas, and mechanical construction would likewise be performed more efficiently by duly licensed employees or agents of the City, rather than through Metro;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

SECTION 1. Section 12-101 subsections (2) and (3) of the Belle Meade Municipal Code, the current version of which is attached as Exhibit 1 for reference, are hereby deleted in their entirety, and the subsequent subsections renumbered accordingly.

SECTION 2. There shall be created and enacted a new Chapter Six (“Plumbing Code”) of Title Twelve of the Belle Meade Municipal Code, which shall read as follows:

CHAPTER 6**PLUMBING CODE**

12-601. Plumbing Code Adopted. Pursuant to authority granted by sections 6- 54-501 through 6-54-506 Tennessee Code Annotated and for the purpose of securing the beneficial interests and purposes of public safety, health and general welfare through the regulation of the installation and maintenance of all plumbing systems, which may be referred to as service systems, the International Plumbing Code, 2018 edition, as prepared and adopted by the International Code Council, including all appendices, addenda, and supplements thereto, with the exception of Appendix A, is hereby adopted in its entirety and is incorporated into the Belle Meade Municipal Code by reference and hereinafter referred to as the plumbing code.

12-602. Permit required. No plumbing work shall be done within the City until a permit therefor has been issued.

12-603. Plumbing permit fees. The issuance fee for plumbing permits shall be \$25.00, plus \$2.50 for each plumbing fixture, installation, replacement, alteration and repair.

12-604. Violation and penalties. Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter, or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to a penalty of fifty dollars (\$50.00) for each offense. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed or continued.

12-605. Available in recorder's office. Pursuant to the requirement of section 6- 54-502 of the Tennessee Code Annotated, one (1) copy of the plumbing code has been filed with the city recorder and is available for public use and inspection. Said plumbing code is adopted and incorporated as fully as if set out at length herein and shall control within the corporate limits.

SECTION 3. There shall be created and enacted a new Chapter Seven ("Mechanical and Gas Code") of Title Twelve of the Belle Meade Municipal Code, which shall read as follows:

CHAPTER 7

MECHANICAL AND GAS CODE

12-701 Adopted. Pursuant to authority granted by sections 6- 54-501 through 6-54-506 Tennessee Code Annotated and for the purpose of securing the beneficial interests and purposes of public safety, health and general welfare through the regulation of the installation and maintenance of all mechanical and gas systems, the International Mechanical Code, 2018 edition, including Appendix B, as prepared and adopted by the International Code Council, Inc., and the International Fuel Gas Code, 2018 edition, as prepared and adopted by the International Code Council, Inc., are hereby adopted in their

entirety by reference as a part of the Belle Meade Municipal Code and are hereinafter referred to as the mechanical code and gas code respectively.

12-702. Permit required. No gas or mechanical work shall be done within the City until a permit therefor has been issued.

12-703. Gas and mechanical permit fees.

Mechanical permits, including gas piping, shall be issued upon following fee schedule:

(1) New residential or commercial project: \$25.00, plus \$10.00 for the first \$1,000.00 of value, and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.

(2) Existing residential or commercial project (repairs, alterations or additions): \$25.00, plus \$5.00 for the first \$1,000.00 of value and \$2.00 for each additional \$1,000.00 of value or fraction, thereof.

(3) Fees for the inspection of boilers (based on the boiler's BTU rating):

33,000 btu to 165,000 btu	\$5.00
166,000 btu to 330,000 btu	10.00
331,000 btu to 1,165,000 btu	15.00
1,165,001 btu to 3,300,000 btu	25.00
Over 3,300,000 btu	35.00

12-704. Violation and penalties. Persons who shall violate a provision of these codes, fail to comply with any of the requirements thereof or erect, install, alter, or repair work in violation of the approved construction documents or directive of the codes official, or of a permit or certificate issued under the provisions of either code, shall be subject to a penalty of fifty dollars (\$50.00) for each offense. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of either code is committed or continued.

12-705. Available in recorder's office. Pursuant to the requirement of section 6- 54- 502 of the Tennessee Code Annotated, one (1) copy each of the mechanical code and gas code has been filed with the city recorder and is available for public use and inspection. Said codes are adopted and incorporated as fully as if set out at length herein and shall control within the corporate limits.

SECTION 4. This ordinance shall become effective on September 1, 2024,

the health, safety and welfare of the citizens of Belle Meade requiring it. Passed

on First Reading: July 17, 2024

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder



CITY OF Belle Meade T E N N E S S E E

T0: Belle Meade Commissioners

From: Leigh Mills

RE: Budget amendments 2024/2025

Date: August 21, 2024

The following is a summary of the proposed amendments to the current budget that are included in Ordinance 2024-12.

GENERAL FUND:

REVENUE – Net increase of \$10,700, including:

- **Miscellaneous** – Increase of \$10,700 due to additional grant funding for police vehicle tablets.

EXPENDITURES – Net increase of \$589,775, includes:

- **Administration** – Increase of \$9,775, which includes:
 - **Information Technology** – Increase of \$9,775 for NextGen software for property tax billing.
- **Public Safety** – Decrease of \$1,500, which includes:
 - **Operating Supplies** - Decrease of \$1,500 to transfer for zoning map revision.
- **Building & Zoning** – Increase of \$1,500, which includes:
 - **Professional Services** - Increase of \$1,500 for professional services related to the zoning map revision.
- **Capital Projects** – Increase of \$580,000, which includes:
 - **Public Works** – Increase of \$580,000 due to Harding Place and Belle Meade Blvd. signal upgrade (ARPA projects).

BEAUTIFICATION FUND:

EXPENDITURES – Net decrease of \$119,100, includes:

- **Capital Projects** – Decrease of \$119,100, which includes:
 - **Improvements other than Building** – Decrease of \$119,100 for the landscaping on the Belle Meade Boulevard median. This is to amend the original budget to create a positive fund balance.

4705 HARDING ROAD · NASHVILLE, TENNESSEE 37205 · 615-297-6041 · FAX 615-297-0255

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ORDINANCE 2024-12

AN ORDINANCE AMENDING ORDINANCE 2024-8 TO PROVIDE FOR THE INCREASE OR DECREASE IN THE VARIOUS EXPENDITURE AND REVENUE APPROPRIATIONS AS SHOWN BELOW:

NOW, THEREFORE, BE IT ORDAINED, by the City of Belle Meade as follows:

SECTION 1. There are hereby appropriated, by the City of Belle Meade, the following amounts of money, out of funds already in the Treasury of the City or reasonably anticipated to be on hand when payments therefrom shall be required:

<u>ORIGINAL APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,017,912	-	97,400	-	-	-	-	1,115,312
Police	2,470,729	-	300,726	-	-	-	-	2,771,455
Building Insp.	253,793	-	46,000	-	-	-	-	299,793
Public Works	279,859	-	1,957,930	-	81,890	-	-	2,319,679
Waste	-	-	-	-	-	-	635,300	635,300
Stormwater	-	-	500,000	-	-	251,200	-	751,200
Sewage	-	-	1,041,565	580,493	-	-	-	1,622,058
Landscape	167,000	80,500	304,100	-	-	-	-	551,600
Debt Service	-	-	-	-	-	-	-	-
Transfers	3,841,456 ¹	-	(4,247,721)	1,041,565	-	-	(635,300)	-
Totals:	8,030,750	80,500	-	1,622,058	81,890	251,200	-	10,066,397

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

<u>AMENDED APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>EXPENDITURES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Administration	1,027,687	-	97,400	-	-	-	-	1,125,087
Police	2,469,229	-	300,726	-	-	-	-	2,769,955
Building Insp.	255,293	-	46,000	-	-	-	-	301,293
Public Works	279,859	-	2,537,930	-	81,890	-	-	2,899,678
Waste	-	-	-	-	-	-	635,300	635,300
Stormwater	-	-	500,000	-	-	251,200	-	751,200
Sewage	-	-	1,041,565	580,493	-	-	-	1,622,058
Landscape	167,000	80,500	185,000	-	-	-	-	432,500
Debt Service	-	-	-	-	-	-	-	-
Transfers	4,302,356 ¹	-	(4,708,621)	1,041,565	-	-	(635,300)	-
Totals:	8,501,424	80,500	-	1,622,058	81,890	251,200	-	10,537,071

(¹ Funds transfer from General Fund to Capital Projects Fund and Waste Collection Fund)

SECTION 2. It is anticipated the following amounts of money will be received from the sources set out herein.

<u>ORIGINAL APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,339,201	-	-	-	-	-	-	3,339,201
Permits	250,000	-	-	1,600	-	-	-	251,600
Intergovernmental	819,853	-	-	-	101,535	-	-	921,388
Fines	210,000	-	-	-	-	-	-	210,000
Charges for Svcs.	60,000	-	-	511,617	-	296,000	-	867,617
Miscellaneous	1,315,769	2,000	-	798,496	-	-	-	2,116,265
Contributions	15,000	75,500	-	-	-	-	-	90,500
Transfers	-	-	(4,247,721)	-	-	-	(635,300)	(4,883,021)
Subtotals	6,009,824	77,500	(4,247,721)	1,311,713	101,535	296,000	(635,300)	7,796,572
From Reserves	2,020,926	3,000	-	310,345	-	-	-	2,334,271
Totals:	8,030,750	80,500	(4,247,721)	1,622,058	101,535	296,000	(635,300)	10,130,843

<u>AMENDED APPROPRIATIONS:</u>								
<u>FUNCTIONS</u>	<u>GENERAL</u>	<u>BEAUTI-</u>	<u>CAPITAL</u>	<u>SEWER</u>	<u>STREET</u>	<u>STORM</u>	<u>WASTE</u>	
<u>REVENUES</u>	<u>FUND</u>	<u>FICATION</u>	<u>PROJECTS</u>	<u>UTILITY</u>	<u>AID</u>	<u>WATER</u>	<u>COLLECT</u>	<u>TOTAL</u>
		<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	<u>FUND</u>	
Local Taxes	3,339,201	-	-	-	-	-	-	3,339,201
Permits	250,000	-	-	1,600	-	-	-	251,600
Intergovernmental	819,853	-	-	-	101,535	-	-	921,388
Fines	210,000	-	-	-	-	-	-	210,000
Charges for Svcs.	60,000	-	-	511,617	-	296,000	-	867,617
Miscellaneous	1,326,469	2,000	-	798,496	-	-	-	2,126,965
Contributions	15,000	75,500	-	-	-	-	-	90,500
Transfers	-	-	(4,708,621)	-	-	-	(635,300)	(5,343,921)
Subtotals	6,020,524	77,500	(4,708,621)	1,311,713	101,535	296,000	(635,300)	7,807,272
From Reserves	2,480,900	3,000	-	310,345	-	-	-	2,794,245
Totals:	8,501,424	80,500	(4,708,621)	1,622,058	101,535	296,000	(635,300)	10,601,517

SECTION 3. This resolution shall become effective upon passage.

Passed on First Reading: _____

Passed on Second Reading: _____

Mayor Rusty Moore

City Recorder Rusty Terry

ORDINANCE 2024-13

AN ORDINANCE TO REPEAL AND REPLACE IN ITS ENTIRETY CHAPTERS TWO (2), THREE (3), AND FOUR (4) OF TITLE 12 OF THE BELLE MEADE MUNICIPAL CODE (“THE STORMWATER ORDINANCE”) TO UPDATE LANGUAGE AND PROVISIONS WITHIN THE SAME.

WHEREAS, Title 12 of the Municipal Code includes Chapter 2, Stormwater Ordinance, Chapter 3, Stormwater Fee Ordinance, and Chapter 4, Floodplain Zoning Ordinance; and

WHEREAS, the City of Belle Meade’s engineering consultants, Civil Engineering Consultants, Inc., reviewed and recommends changes to these Chapters in order to better meet the requirements of federal and state laws and regulations; and

WHEREAS, the City of Belle Meade first adopted a Stormwater Ordinance in 2004 and it has subsequently been amended as approved by the Board of Commissioners, with the most recent changes occurring by the adoption of Ordinances 2015-8, 2022-3, and 2023-9.

NOW THEREFORE:

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE AS FOLLOWS:

SECTION 1. Title 12, Chapter 2 “Stormwater Ordinance” of the Belle Meade Municipal Code is hereby repealed and replaced in its entirety, as follows in Attachment A.

SECTION 2. Title 12, Chapter 3 “Stormwater Fee Ordinance” of the Belle Meade Municipal Code is hereby repealed and replaced in its entirety, as follows in Attachment A.

SECTION 3. Title 12, Chapter 4 “Municipal Floodplain Zoning Ordinance” of the Belle Meade Municipal Code is hereby repealed and replaced in its entirety, as follows in Attachment A.

SECTION 4. This ordinance shall become effective immediately after its passage, the health, safety, and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading: July 17, 2024

Passed on Second Reading: _____

Rusty Moore, Mayor

Rusty Terry, City Recorder

ATTACHMENT A of ORDINANCE 2024-13

CHAPTER 2

STORMWATER ORDINANCE

12-201. General provisions.

- (1) Purpose. It is the purpose of this ordinance to:
 - (a) Protect, maintain, and enhance the environment of the City of Belle Meade 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 of Belle Meade to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 CFR 122 for stormwater discharges;
 - (c) Allow the City of Belle Meade 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 pollutants as may be necessary to protect water quality;
 - (iv) Review and approve plans and plats for stormwater management for properties throughout the City;
 - (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 of Belle Meade shall administer the provisions of this ordinance.
- (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 implement to facilitate the necessary control of stormwater.

12-202. Definitions.

For the purpose of this ordinance, 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) “*Administrative or Civil Penalties*” Under the authority provided in Tennessee Code Annotated §68-221-1106, the City declares that any person violating the provisions of this chapter 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.
- (2) “*Aquatic Resources Alteration Permit*” (*ARAP*) is a permit required to make an alteration to a stream, river, lake, or wetland. Physical alterations to properties of Waters of the State require an ARAP or a §401 Water Quality Certification (§401 certification). Examples of stream alterations that require a permit from the Division include:
 - (a) Dredging, excavation, channel widening, or straightening;
 - (b) Bank sloping and/or bank stabilization;
 - (c) Channel relocation;
 - (d) Water diversions or withdrawals;
 - (e) Dams, weirs, dikes, levees, or other similar structures;
 - (f) Flooding, excavating, draining, and/or filling a wetland;
 - (g) Road and utility crossings; and
 - (h) Structural fill

General ARAPs are developed and maintained by the Division to provide a streamlined, expedited means of authorizing projects that singularly or cumulatively proposed minor impacts to water resources.

- (3) “*As-Built*” or “*Record drawings*” means a set of drawings and documents that delineate and describe the as-built condition of stormwater control measures and stormwater management facilities as actually constructed, including but not limited to elevation, size, type, slope, location, etc. These drawings and associated documents shall be prepared by a registered professional engineer or registered landscape architect that is familiar with the city-approved stormwater management plan for the property and may be based on as-built survey information prepared by a registered land surveyor.
- (4) “*Best Management Practices*” (*BMPs*) 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. BMPs also include treatment requirements, operating procedures; and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff. Where structural BMPs are facilities that help prevent pollutants in stormwater runoff from leaving the site and non-structural BMPs are techniques, activities and processes that reduce pollutants at the source.
- (5) “*Borrow Pit*” is 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 Ordinance.
- (6) “*Buffer Zone*” or “*Water Quality Riparian Buffer*” is a permanent strip of natural perennial vegetation, adjacent to a stream, river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purpose of a water quality riparian buffer is to maintain existing water quality by minimizing risk of any potential

sediments, nutrients or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

- (7) “City” is the City Manager or the Planning Director or their designee.
- (8) “Clearing” refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams or powerlines for sight distance or other maintenance and/or safety concerns, or cold planning, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).
- (9) “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.
- (10) “Community water” means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wetlands, wells and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of the City of Belle Meade. 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.
- (11) “Design storm event” means a hypothetical storm event, of a given frequency interval and duration, as defined by Precipitation-Frequency Atlas of the United States, Atlas 14, Volume 2, Version 3.0. U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent. The estimated design rainfall amounts, for any return period interval (i.e., 1-year, 2-year, 5-year, 10-year, 25-year, etc.) in terms of either 24-hour depths or intensities for any duration, can be found by accessing the data available at: https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html.
- (12) “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 municipal separate storm sewer system.
- (13) “Disturbed area” means the total area presented as part of the development (and/or of a larger common plan of development or sale) subject to being cleared, graded, grubbed, filled or excavated during the life of the development. The area cannot be limited to only the portion of the total area that the site-wide owner/developer initially disturbs through the process of various land clearing activities or in the construction of roadways, sewers, drainfields, and water utilities, stormwater drainage structures, etc., to make the property marketable.
- (14) “Division” means the Division of Water Resources of the State of Tennessee, Department of Environment and Conservation.
- (15) “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.

- (16) “*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.
- (17) “*Erosion prevention and sediment control plan (EPSC plan)*” 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.
- (18) “*Exceptional Tennessee Waters (ETWs)*” are surface waters designated by the Division as having the characteristics set forth at Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges; scenic rivers; waters with threatened or endangered species; waters that provide specialized recreational opportunities; waters within areas designed as lands unsuitable for mining; waters with naturally reproducing trout; waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.
- (19) “*Illicit connections*” means illegal and/or unauthorized connections to the municipal separate stormwater system whether or not such connections result in discharges into that system.
- (20) “*Illicit discharge*” means any discharge to the municipal separate storm sewer system that is not composed entirely of stormwater and not specifically exempted under §7(2).
- (21) “*Improved sinkhole*” is a natural surface depression that has been altered in order 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.
- (22) “*Land Disturbance Permittee Inspector*” is a person with one of the following qualifications:
 - a. a valid certification for “Fundamentals of Erosion Prevention and Sediment Control Level I” course,
 - b. a registered professional engineer or landscape architect licensed in the State of Tennessee,
 - c. a Certified Professional in Erosion and Sediment Control (CPESC), or
 - d. a valid certification for “Design Principles for Erosion Prevention and Sediment Control for Construction Sites Level II” 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 SWPPPs;
- (c) conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial erosion prevention and sediment control (EPSC) measures have been installed per the city-approved plan(s);
- (d) Perform twice weekly inspections as described in the Tennessee Department of Conservation (TDEC) Construction General Permit (CGP) to verify and document the functionality and performance of the EPSC measure described in the EPSC plan and Stormwater Pollution Prevention Plan for all developments and redevelopments requiring a land disturbance permit as determined by this Ordinance; and

- (e) inform the permit holder of activities that may be necessary to gain or remain in compliance with the TDEC CGP, Land Disturbance Permit, and other environmental permits.
- (23) *“Linear project”* is a land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substances; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.
- (24) *“Maintenance”* means any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order 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 facility.
- (25) *“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.
- (26) *“Municipal separate storm sewer system (MS4)”* is defined in 40 CFR §122.266(b)(8) to mean a conveyance or system of conveyances (e.g., roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) that are:
 - (a) Owned and operated by the City;
 - (b) Designed or used for collecting or conveying stormwater;
 - (c) Not a combined sewer; and
 - (d) Not part of a Publicly Owned Treatment Works (POTW) as defined in 40 CFR §122.2.
- (27) *“National Pollutant Discharge Elimination System permit”* or a *“NPDES permit”* means a permit issued pursuant to 33 U.S.C. 1342.
- (28) *“Off-site facility”* means a structural stormwater control measure located outside the subject property boundary described in the permit application for land development activity.
- (29) *“On-site facility”* means a structural stormwater control measure located within the subject property boundary described in the permit application for land development activity.
- (30) *“Peak flow”* means the maximum instantaneous rate of flow of water at a particular point resulting from a storm event.
- (31) *“Permanent stabilization”* means that all soil disturbing activities at the site have been completed and one of the three following criteria is met:
 - (a) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion;

- (b) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed; or
 - (c) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.
- (32) “*Person*” means any and all persons, 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.
 - (33) “*Point source*” means any discernible, confined and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, or discrete fissure which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural and silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands, or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a discrete conveyance.
 - (34) “*Pollutant*” means sewage, industrial wastes, or other wastes.
 - (35) “*Priority area*” means an area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.
 - (36) “*Priority construction activity*” means land disturbance and/or construction activities discharging directly into, or immediately upstream of, waters of the state recognized as unavailable parameters for siltation/sedimentation or Exceptional Tennessee Waters.
 - (37) “*Registered engineer*” or “*Registered landscape architect*” means someone certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.
 - (38) “*Runoff coefficient*” means the fraction of total rainfall that will appear at the conveyance as runoff. Runoff coefficient is also defined as the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.
 - (39) “*Sediment*” means solid material, both inorganic (mineral) and organic, that is in suspension, is being transported; or has been moved from its site of origin by air, water, gravity, or ice as a product of erosion.
 - (40) “*Sediment basin*” is a temporary basin consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin or by a combination of both. A sediment basin typically consists of a forebay cell, dam, impoundment, permanent pool, primary spillway, secondary or emergency spillway, and surface dewatering device. The size and shape of the basin depends on the location, size of the drainage area, incoming runoff volume and peak flow, soil type and particle size, land cover, and receiving stream classification (i.e., waters with unavailable parameters, Exceptional Tennessee Waters, or waters with available parameters).
 - (41) “*Sedimentation*” means the action or processing of forming or depositing sediment.
 - (42) “*Significant contributor*” is defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.
 - (43) “*Soil*” means the unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for growth of plants.
 - (44) “*Steep slope*” means a natural or created slope of 35% grade or greater. Designers of sites with steep slopes must pay attention to stormwater management in the SWPPP to engineer runoff around or over a steep slope so as not to erode the slope. In addition, site

managers should focus on erosion prevention on the slopes and stabilize the slopes as soon as practicable to prevent slope failure or sediment discharges from the project.

- (45) “*Stormwater*” means stormwater runoff, snow melt runoff, surface runoff, and drainage.
- (46) “*Stormwater Control Measure (SCM)*” means permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.
- (47) “*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.
- (48) “*Stormwater management plan*” means the set of drawings and other documents that comprise all the information and specifications for the programs, drainage systems, structures, SCMs, concepts and techniques intended to maintain or restore quality and quantity of stormwater runoff to pre-development levels.
- (49) “*Stormwater management program*” refers to a comprehensive program to manage the quality of stormwater discharged from the municipal separate storm sewer system.
- (50) “*Stormwater Pollution Prevention Plan (SWPPP)*” means a written site-specific plan required by the Construction General Permit that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. It must be prepared and submitted before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed and maintained during land disturbing activities. The SWPPP should be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook.
- (51) “*Stream*” is a surface water that is not a wet weather conveyance. Therefore, as used in this ordinance, “*stream*” includes lakes, wetlands, and other non-linear surface waters.
- (52) “*Temporary stabilization*” is achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease. However, if future construction activity is planned, permit coverage continues.
- (53) “*Tennessee Department of Environment and Conservation (TDEC) Level I & Level II Trained Individual*” means an individual who has successfully completed the Level I Fundamentals course and the Level II Design Principles for Erosion Prevention and Sediment Control at Construction Sites course conducted by the Tennessee Water Resources Research Center.
- (54) “*Tennessee Erosion and Sediment Control Handbook*” is guidance issued by the Division of Water Resources for the purpose of developing Stormwater Pollution Prevention Plans and Erosion and Sediment Control Plans required by the Construction General Permit. The handbook is designed to provide information to planners, developers, engineers, and contractors on the proper selection, installation, and maintenance of BMPs. 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.
- (55) “*Total maximum daily load (TMDL)*” means the sum of the individual wasteload allocations for point sources and load allocations for nonpoint sources and natural background (40 C.F.R. 130.2(I)). TMDL is a study that quantifies the amount of a pollutant in a stream, identifies the sources of the pollutant and recommends regulatory or other actions that may need to be taken in order for the stream to cease being polluted. TMDLS can also be described by the follow equation:

TMDL = sum of nonpoint sources (LA) + sum of point sources (WLA) + margin of safety

- (56) “*Waste site*” means an area where waste material from a construction site is disposed of. When the material is erodible, such as soil, the site must be treated as a construction site.
- (57) “*Water Quality Riparian Buffer*” – See “*Buffer Zone*”.
- (58) “*Waters*” or “*Waters of the State*” means any and 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.
- (59) “*Waters with unavailable parameters*” means any segment of surface waters that has been identified by the Division as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be used in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages, and the results of recent field surveys.
- (60) “*Watershed*” means all the land area that contributes runoff to a particular point along a waterway.
- (61) “*Wet weather conveyances*” are man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:
 - (a) The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.
 - (b) The conveyance’s channels are at all times above the groundwater table.
 - (c) The flow carried by the conveyance is not suitable for drinking water supplies.
 - (d) Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, 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. (Tennessee Rules, Chapter 0400-40-3-.04(3)).

12-203. Construction Stormwater Management and Land Disturbance Permit Requirements

- (1) All land disturbing activities shall employ adequate erosion prevention and sediment control (EPSC) measures to minimize erosion and prevent off-site sedimentation in conformance with the provisions of this ordinance and guidance materials referenced herein. Land disturbing or construction activities that do not employ erosion prevention and sediment controls in conformance with this ordinance and that cause off-site sedimentation or sediment discharges to Waters of the State or onto adjacent properties shall be in violation of this ordinance.
- (2) The City has adopted, for use in the design EPSC measures, the design storm requirements from the current Tennessee Construction General Permit (CGP) for all Waters as well as special conditions for unavailable parameters for siltation/sedimentation or Exceptional Tennessee Waters.
- (3) MS4 Stormwater Control Measure (SCM) design or Best Management Practice (BMP) manuals.

- (a) Adoption. The City adopts as its MS4 SCM design and 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; current edition.
 - (ii) Tennessee Permanent Stormwater Management and Design Guidance Manual, current edition.
 - (iii) A collection of MS4 approved SCMs and BMPs developed or collected by the MS4 that comply with the goals of the MS4 permit and/or the Construction General Permit (CGP).
- (b) The City's SCM and BMP manual(s) include a list of acceptable SCMs and BMPs including the specific design performance criteria and operation and maintenance requirements for each stormwater practice. These include city-approved SCMs for permanent stormwater management including green infrastructure SCMs.
- (c) The City 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 City of Belle Meade, based on improvements in engineering, science, monitoring and local maintenance experience, or changes in federal or state law or regulation.
- (4) Development or redevelopment. This section shall be applicable to all development and redevelopment, including, but not limited to, site plan applications, subdivision applications, and land disturbance permit (LDP) applications. These standards apply to any new development or redevelopment sites according to Table 1 below:

Table 1 – LDP Requirements					
Total Disturbed area	LDP Required?	City forms/checklists to complete	Stormwater Management Plan required?	CGP coverage required?	Water Quality Riparian Buffer Required?
< 10,000 ft ²	No, except see §12-203(4)(a)	None	No	No	No
<10,000 ft ² , with swimming pool construction	Yes	General, Checklist 1-3	Yes; See Checklist 3 and Table 2	No	See Table 4
10,000 ft ² – 0.99 acre	Yes	General, Checklist 1-3	Yes; See Checklist 3 and Table 2	No	See Table 4
1 acre or greater or part of a larger common plan of development or sale	Yes	General, Checklist 1-3	Yes; See Checklist 3 and Table 2	Yes	See Table 5

- (a) A LDP shall also be required if one of the following conditions apply:
 - (i) The City of Belle Meade has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;
 - (ii) The City of Belle Meade has determined that the stormwater discharge is, or is likely to be a significant contributor of pollutants to Waters of the State;
 - (iii) Changes in state or federal rules require sites of less than one acre that are not part of a larger common plan of development or sale, or otherwise require construction, to obtain a LDP;

- (iv) Any new development or redevelopment, regardless of size, that is defined by the City of Belle Meade to be a priority area;
 - (v) New development or redevelopment within the floodplain;
 - (vi) New development or redevelopment that involves land development activity of one acre or more if such activities are part of a larger common plan of development, even multiple activities, that is part of a separate and distinct land development activity that may take place at different times on different schedules; or
 - (vii) A permit may also be required for other comparable activities as determined by the City. (e.g. increased impervious area).
- (b) LDP applications shall be approved only when the following is met:
 - (i) For residential and non-residential developments requiring a LDP (See Table 1), EPSC plan(s), a Stormwater Pollution Prevention Plan (SWPPP) and a Stormwater Management Plan shall be required. Forms provided in Appendix A of this ordinance must be completed and submitted with the LDP application. These forms may be altered as deemed necessary by the City to modify the information required to be provided by the applicant provided that such modification preserves the intent of this ordinance and do not alter the design criteria, or the water quality standards contained therein.
- (5) Building permit. No building permit shall be issued until the applicant has obtained a LDP where the same is required by this ordinance.
- (6) Permit duration. Every LDP shall expire and become null and void if substantial progress authorized by such permit has not been completed within any six (6) month period following the issuance. Permit extension requests may be made in writing to the City.
- (7) Changes to Approved LDP Plans. The applicant must submit revised plans to the City for review and approval if changes are proposed to the originally city-approved plans. The revised plans must be submitted prior to changes being implemented in the field.
- (8) Construction site operators. Construction site operators are required to control wastes such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at construction sites within the City to avoid adverse impacts to water quality.
- (9) Inspections and Maintenance.
 - (a) Right of Entry.
 - (i) The City may enter upon any property which discharges or contributes, or is believed to discharge or contribute, to stormwater runoff or the stormwater system, stream(s), community water(s) or via any other private or public stormwater management facility and/or SCM during all reasonable hours to monitor, remove foreign objects or blockages, and to inspect for compliance with the provisions of this ordinance.
 - (ii) Where a property, site, or facility has security measures in place that require proper identification and clearance before entry into its premises, the person shall make necessary arrangement with its security personal so that, upon presentation of suitable identification, the City of Belle Meade will be permitted to enter without delay for the purposes of performing specific responsibilities as it relates to the provisions of this ordinance.
 - (b) LDP EPSC inspections. The LDP permittee shall perform routine inspections as follows:

- (i) Inspections shall be performed in conformance with the inspection requirements of the TDEC CGP. This requirement applies for all projects that require an LDP.
 - (ii) Inspections shall be documented and the permittee shall maintain records of the documented inspections on site (or other location accessible to the City).
 - (iii) All erosion prevention and sediment control (EPSC) measures shall be inspected to verify and document the functionality and performance of the measures as designed per the city-approved plans.
- (c) All EPSC measures shall be maintained by the LDP to ensure that they are functioning as designed. Failure to maintain measures constitutes a violation of this ordinance.
- (10) Performance bonds.
 - (a) The City of Belle Meade may, at its discretion, require the submittal of a performance security or performance bond prior to issuance of a permit in order to ensure that the stormwater practices are installed by the permit holder as required by the approved stormwater management plan. The amount of the installation performance security or performance bond shall be the total estimated construction cost of the SCMs approved under the permit plus any reasonably foreseeable additional related costs, e.g., for damages or enforcement. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. The applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment, or rejection by the City of Belle Meade. Alternatively, the City of Belle Meade shall have the right to calculate the estimated cost of construction.
 - (b) The performance security or performance bond shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer or registered landscape architect licensed to practice in Tennessee that the SCM(s) have been installed in accordance with the city-approved plan(s) and other applicable provisions of this ordinance. The City of Belle Meade will make a final inspection of the SCM(s) to ensure that they are in accordance with the city-approved plan(s), as-built plans, and the provisions of this ordinance. Provisions for a partial pro-rata release of the performance security or performance bond based on the completion of various development stages can be made at the discretion of the City of Belle Meade.
- (11) Submittal of a copy of the Notice of Coverage (NOC) and Notice of Termination (NOT) to the City. Permittees that are required to obtain coverage under the CGP must provide TDEC NOC and at project completion, a copy of the signed TDEC NOT to the City of Belle Meade.

Copies of additional applicable local, state, or federal permits (i.e.: ARAP, etc.) must also be provided to the City. The City has the authority to withhold the LDP prior to receiving copies of the aforementioned permits. Note: Any discharge of stormwater or other fluid to an improved sinkhole or other injection well, as defined, must be authorized by permit or rule as a Class V underground injection well under the provisions of Tennessee Department of Environment and Conservation (TDEC) Rules, Chapter 0400-45-06.

- (12) Stormwater Pollution Prevention Plan and EPSC 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 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. 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 staged so that changes to the site during construction that alter drainage patterns or characteristics will be addressed by an appropriate stage of the plan.

The plan shall be prepared by a registered professional engineer or registered landscape architect licensed in the State of Tennessee that possesses an active TDEC Level II certification. The plan shall also conform to the requirements found in the city-adopted manuals

(13) 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 stabilize. 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 (7 days for slopes of 35 percent or steeper). 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 is temporarily ceased, and earth 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) Prior to receiving Use and Occupancy, permanent stabilization must be established over the entire site.
 - (v) In addition, the remedies and sanctions provided herein, the enforcement of these provisions shall also be subject to the Property Maintenance Regulations, Title 13, Code of the City of Belle Meade.

12-204. Permanent stormwater management: design requirements

- (1) General design performance criteria for permanent stormwater management. Permanent stormwater management requirements for new development and redevelopment are summarized in Table 2 below:

Table 2 – Permanent Stormwater Management for New Development and Redevelopment			
Total Disturbed area	Stormwater Runoff Quantity Requirements	Stormwater Runoff Quality Requirements	Comments
< 10,000 ft ²	None unless deemed necessary by the City	None unless deemed necessary by the Planning Director and /or Public Works Director due to an increase in impervious area	Allowing runoff from impervious surfaces to flow over pervious surfaces (e.g. driveway runoff allowed to sheet flow across yard) is encouraged.
< 10,000 ft ² , with swimming pool construction	None unless deemed necessary by the City	One non-structural water quality improvement	Examples include disconnected roof drains, sheet flow of impervious surfaces runoff, or vegetated filter strips.
10,000 ft ² – 0.99 acre	See Checklist 3 – Stormwater Management Plan and §12-204(4).	One non-structural water quality improvement	
1 acre or more	See Checklist 3 – Stormwater Management Plan and §12-204(4).	Water Quality Treatment Volume See §12-204(2).	

(2) Performance criteria.

- (a) The following performance criteria shall be addressed for permanent stormwater management at all new development or redevelopment sites that disturb one acre or greater, or are part of a larger common plan of development or sale:
- (i) The design storm for water quality treatment design shall be the 1-year, 24-hour design storm event.
 - (ii) All roof runoff is presumed to be contaminated and, therefore, is to be included within the water quality treatment volume.
 - (iii) The water quality treatment volume (WQTV) is the portion of the runoff generated from impervious surfaces at a new development or redevelopment project from the design storm. SCMs must be designed, at a minimum to achieve an overall treatment efficiency of eighty percent (80%) TSS removal from the WQTV. The quality of the WQTV that must be provided from a new development or redevelopment depends on the type of treatment provided, as established in the following table:

Table 3 – Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the 1-year, 24-hour Design Storm

SCM Treatment Type	WQTV	Notes
Infiltration, evaporation, transpiration, and/or reuse	Runoff generated from the first 1 inch of the design storm	Examples include, but are not limited to, bioretention, stormwater wetlands, and infiltration systems.
Biologically active filtration, with an underdrain	Runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and wet ponds	Runoff generated from the first 2.5 inches of the design storm or the first 75% of the design storm, whichever is less	Examples include, but are not limited to, sand filters, permeable pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other flow-through manufactured treatment devices (MTDs), and treatment trains using MTDs	Maximum runoff generated from the entire design storm	Flow-through MTDs must provide an overall treatment efficiency of at least 80% TSS reduction.

(iv) Treatment trains using MTDs shall use the following calculation:

$$R = A + B - (A \times B) / 100$$

Where:

R = total TSS percent removal from application of both SCMs

A = the TSS percent removal rate applicable to the first SCM

B = the TSS percent removal rate applicable to the second SCM

TSS removal rates for MTDs must be evaluated using industry-wide standards.

TSS removal rates for other SCMs must be from published reference literature.

(v) Treatment trains using infiltration, evaporation, transpiration, reuse, or biologically active filtration followed by sand or gravel filtration, settling ponds, extended detention ponds, or wet ponds may subtract the treated WQTV of the upstream SCMs from the WQTV of the downstream SCMs.

(vi) Additional requirements for infiltration-based SCMs are as follows:

- 1) Infiltration testing shall be required for all infiltration-based SCMs;
- 2) The project engineer shall select the appropriate infiltration testing methodology, such as those provided within the Metro Nashville Stormwater Management Manual Volume 5; and

- 3) At a minimum, testing shall identify a minimum 2-foot separation from bedrock and the seasonal high-water table from the invert of the infiltration-based SCM(s).
- (vii) SCMs must be designed to provide full treatment capacity within 72-hours following the end of the preceding rain event for the life of the development or redevelopment.
- (viii) Incentive Standards: For any one of the following types of development or redevelopment shall receive a twenty percent (20%) reduction in the water quality treatment volume. Such credits are additive such that a maximum reduction of forty percent (40%) of the WQTV is possible:
 - 1) Redevelopment; and
 - 2) Vertical Density, (Floor to Area Ratio (FAR) of 2 or at least 18 units per acre).
- (3) Minimum volume control requirements. In accordance with §12-201(1)(c)(iii) the City of Belle Meade establishes the following standards to regulate the quantity of stormwater discharged, therefore:
 - (a) All site designs requiring a stormwater management plan or as otherwise required by the City of Belle Meade shall control the peak flow rates of stormwater discharge associated with design storms specified in Appendix A of this ordinance and reduce the generation of post construction (or permanent) stormwater runoff to pre-development levels. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.
 - (b) Stormwater designs shall meet the multi-stage storm frequency storage requirements as identified in Appendix A of this ordinance.
 - (c) Stormwater designs shall consider the pre-developed flow conditions (i.e. sheet flow, concentrated flow) and attempt to mimic these flow conditions in the post-developed condition.
 - (d) The calculations methods required for determining peak flows as found in Appendix A of this ordinance shall be used for sizing all stormwater facilities. Other hydrological methods of determining peak runoff may be substituted; however, they will be subject to the City of Belle Meade's engineering consultant's review for appropriateness.
 - (e) The maximum distance that a roof downspout may extend perpendicular from a structure is ten (10) feet. Up to three separate roof downspouts may be collected into a single collector pipe to be discharged the maximum perpendicular distance of ten (10) feet from the structure. A maximum ten (10) feet of roof drainage piping may be buried before the pipe outlets. Alternatively, a plan prepared by a Tennessee registered professional engineer or landscape architect that does not meet the requirements of this section but otherwise complies with the requirements of a LDP may be accepted subject to the City of Belle Meade's engineering consultant's review for appropriateness.
 - (f) Exception to the minimum volume control requirements: If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City of Belle Meade may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.
- (4) Permanent stormwater management plan requirements. The stormwater management plan shall include sufficient information to allow the City of Belle Meade 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. The permanent stormwater management plan must be prepared by a professional engineer registered in the State of Tennessee.

- (5) **Long-Term Maintenance Plan requirements.** The design and planning of all permanent stormwater management facilities shall include detailed inspection and maintenance procedures to ensure the performance standards of this Ordinance. These plans will identify the parts or components of a stormwater management facility and/or SCM(s) 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.

12-205. Water Quality Riparian Buffers.

Purpose. A water quality riparian buffer shall be established, protected, and maintained along all community waters in areas of new development and redevelopment for which a LDP is required, as defined in §12-203, is required in accordance with Table 4 or Table 5 below, as applicable. The goal of the water quality riparian buffer is to preserve undisturbed vegetation that is native to the streamside habitat in the area of the project. Vegetated, preferably native, water quality riparian buffers protect water bodies by providing structural integrity and canopy cover, as well as stormwater infiltration, filtration and evapotranspiration.

Table 4 – Temporary and Permanent Water Quality Riparian Buffer Requirements for Sites That Disturb < 1 acre (no CGP coverage required)		
Community water characteristics	Permanent buffer	During construction (temporary) buffer
All community waters	20-feet (City-approved buffer enhancement plan required for temporary buffer encroachment)	20-feet (City-approved buffer enhancement plan required for temporary buffer encroachment)

Table 5 – Temporary and Permanent Water Quality Riparian Buffer Requirements for Sites That Require CGP Coverage			
Community water characteristics	Average Buffer Width (feet)	Minimum Buffer Width (feet)	Notes
Community water with available parameters for siltation/sedimentation or habitat alteration or unassessed waters	30	15	The criteria for the width of the buffer zone can be established on an average width basis at a project, as long as the minimum width of the buffer zone is more than the required location. If the new development or redevelopment site encompasses both sides of the stream, buffer averaging can be applied to both sides, but must be applied independently.
Community water with unavailable parameters for siltation/sedimentation or habitat alteration and/or an Exceptional Tennessee Water (ETW)	60	30	

- (a) The buffer width shall be measured perpendicular from the top of bank on each side of the community water channel; around the perimeter of a pond or lake identified as a community water measured as perpendicular to the contour at which normal pool is located around; and around the perimeter of a wetland identified as a community water.
- (b) The water quality riparian buffer is to remain undisturbed except for the following permissible land uses which are allowed subject to approval by the City:
- (i) Greenways, biking trails, and walking trails;

- (ii) Infiltration-based SCMs such as infiltration trenches and biofiltration basins may be allowed on a case-by-case basis if approved in writing by the City. This can only be approved if such SCMs improve the biodiversity or aesthetic appearance of the buffer areas. Economics or constructability of a development cannot be used as criteria for allowing an SCM to be placed in the buffer;
- (iii) Road and utility crossings. Private drives and private utility crossings may also be approved by the City upon review of a complete submittal demonstrating that there is no feasible alternative route;
- (iv) Selective landscaping and/or habitat improvement.
- (c) Subject to the requirements of this ordinance and the City, any approved disturbance of the water quality riparian buffer shall be revegetated in kind and/or enhanced. The vegetative target for the inner zone is mature, moderately dense forest (i.e., trees) with woody shrubs and understory vegetation. Where forest vegetation has the potential to impact traffic safety or limit access, areas immediately surrounding approved stream crossings and utility access areas may be vegetated with dense grasses.
- (d) For any proposed development and/or construction activity within or adjacent to a water quality riparian buffer, the following shall be required.
 - (i) The parameters of the water quality riparian buffer shall be delineated by the applicant and boundaries shall be clearly indicated and labeled on all plats, plans, permits and official maps.
 - (ii) Include a note on plans to reference protective covenants governing all water quality riparian buffer areas, labeled as: "Any water quality riparian buffer is subject to protective covenants recorded in the Register of Deeds (Davidson County). Disturbance and use of these areas is restricted; severe penalties apply."
 - (iii) Water quality 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 during construction activities.

12-205. Permanent stormwater management: operation, inspection, and maintenance.

- (1) Requirements. Prior to project completion and use and occupancy, the following must be submitted and accepted by the city:
 - (a) As-Built (Record) Drawings. All LDP permittees are required to submit as-built drawings for any SCMs or stormwater management facilities located on-site within 90 days after final construction of the SCMs has been completed. The drawing(s) must show the final design specifications for all stormwater management facilities and SCMs and must be sealed by a registered professional engineer licensed to practice in Tennessee. The drawing(s) shall include at the minimum the following:
 - (i) Location map of SCM(s) within project site;
 - (ii) An engineer's certification letter certifying that the as-built conditions conform to the approved design plans and specifications;
 - (iii) Description of any variations from the approved design plans and specifications, if any;
 - (iv) A brief description of the type of SCM(s) and basic design characteristics;

- (v) As-built design parameters including but not limited to invert elevations, outlet structure elevations, subbase layer depths, etc.;
 - (vi) The property owner contact information;
 - (vii) Inspection schedule(s);
 - (viii) A brief description of or reference to maintenance procedures and frequency; and
 - (ix) Photographs of the installed SCMs.
 - (b) A final inspection by the City of Belle Meade is required before occupation permits will be granted. Occupation permits shall not be granted until corrections to all SCMs have been made and accepted by the City of Belle Meade.
- (2) SCM Inspection Requirements.
- (a) Routine inspection of all SCMs shall be performed by the property owner or other qualified professional on a minimum annual basis or as specified in the LTMP. These inspections shall be conducted by one of the following a registered professional engineer, registered landscape architect, or other qualified professional familiar with applicable SCM design and maintenance requirements.
 - (b) Comprehensive inspections of all SCMs shall be performed once every five years by a registered professional engineer or registered landscape architect. Complete inspection reports for these five-year inspections shall include a minimum of the following:
 - (i) Location map of SCM(s) within project site;
 - (ii) A brief description of the type of SCM(s) and basic design characteristics;
 - (iii) Description of current SCM(s) conditions;
 - (iv) The property owner contact information
 - (v) Inspection date;
 - (vi) Specific maintenance items or violations that need to be corrected by the SCM owner along with timeline for maintenance;
 - (vii) Maintenance records, if any; and
 - (viii) Current photo of SCM(s).
 - (c) Inspections, whether routine or comprehensive, shall be submitted annually to the City by July 1.
- (3) Records of installation and maintenance activities. Property owners for the operation and maintenance of a stormwater management facility and/or SCM(s) shall make records of the installation of the stormwater 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 of Belle Meade during inspection of the facility and at other reasonable times upon request.
- (4) Failure to meet or maintain design or maintenance standards. If a LDP permittee or property owner fails or refuses to meet the design or maintenance standards required for stormwater facilities under this ordinance, the City of Belle Meade, 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. In the event that the stormwater management facility becomes a danger to public safety or public health, the City of Belle Meade shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the LDP permittee or property owner 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 of Belle Meade may take necessary corrective action. The cost of any action by the City of Belle Meade under this section shall be charged to the property owner.

12-206. Existing problem locations – no maintenance agreement.

- (5) Requirements for all existing locations and developments. The requirements of this ordinance shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of this ordinance including:
- (a) Denuded areas must be vegetated or covered under the standards and guidelines specified §12-203(12)(c)(i), (ii), (iii) 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 covered in vegetation or secured with rip-rap, channel linings, etc., to prevent erosion.
 - (d) Trash, junk, rubbish, etc. shall be cleared from drainage ways.
 - (e) Stormwater runoff shall, at the discretion of the City be treated to the maximum extent practicable to prevent pollution of waters. 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/pavers
 - (iv) Filtering systems
 - 1) Media filter
 - 2) Sand filter
 - 3) Filter/absorption bed
 - 4) Filter and buffer strips
 - (v) Open channel
 - 1) Swale
- (6) Inspection of existing facilities. The City of Belle Meade may, to the extent authorized by state and federal law, enter and inspect private property for the purpose of determining if there are illicit non-stormwater 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 pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of 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 SCMs.

- (7) Maintenance of existing facilities. The City of Belle Meade 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.
- (8) Corrections of problems subject to appeal. Corrective measures imposed by the City under this section are subject to appeal under section §12-211 of this chapter.

12-207. 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 municipal separate storm sewer system any discharge that is not composed entirely of stormwater or any discharge that flows from stormwater management facility or SCM that is not inspected in accordance with section §12-205 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 municipal separate storm sewer system 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) Uncontaminated groundwater infiltration (infiltration is defined as water other than wastewater that enters a sewer system, including sewer service connections and foundation drains, from the ground through such means as defective pipes, pipe joints, connections, or manholes. Infiltration does not include, and is distinguished from, inflow);
 - (vi) Uncontaminated pumped groundwater;
 - (vii) Foundation drains;
 - (viii) Air conditioning condensate;
 - (ix) Irrigation water;
 - (x) Springs;

- (xi) Water from crawl space pumps;
 - (xii) Footing drains;
 - (xiii) Individual residential car washing (only if water is directed to flow across vegetated area);
 - (xiv) Flows from riparian habitat or wetlands;
 - (xv) Dechlorinated swimming pools (typically less than one PPM chlorine, or desalinated for saltwater pools);
 - (xvi) Street wash water; and
 - (xvii) Firefighting activities.
 - (xviii) Discharges specified in writing by the City of Belle Meade as being necessary to protect public health and safety.
- (b) Dye testing is an allowable discharge if the City of Belle Meade has so specified in writing.
- (c) Discharges authorized by the Construction General Permit (CGP), which comply with Section 1.2.3. of the same:
- (i) dewatering of collected stormwater and groundwater discharge in accordance with Section 4.1.3. of the CGP (filtering or chemical treatment may be necessary prior to discharge);
 - (ii) waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt, or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves the site;
 - (iii) water used to control dust in accordance with CGP section 5.5.3.7.;
 - (iv) potable water sources, including waterline flushings, from which chlorine has been removed to the maximum extent practicable;
 - (v) routine external building washdown that does not use detergents or other chemicals;
 - (vi) uncontaminated, non-turbid groundwater or spring water;
 - (vii) foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents, heavy metals, etc.);
 - (viii) fire hydrant flushings;
 - (ix) landscape irrigation;
 - (x) pavement wash waters, provided spills or leaks or other toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used; and
 - (xi) uncontaminated air conditioning or compressor condensate.
- (3) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system 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.
- (4) Reduction of stormwater pollutants by the use of SCMs and/or BMPs. 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 SCMs and/or

BMPs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. 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 regarded as illicit.

- (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 municipal separate storm sewer system, 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 of Belle Meade 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 seven (7) business days of the 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. Such illegal activity exposes runoff to contamination, generating an illicit discharge.

12-209. Enforcement.

- (1) Enforcement authority. The City shall have the authority to issue notices of violation and citations, to issue Cease and Desist orders, and to impose the civil penalties provided in this section. Each day of noncompliance is considered a separate offense; and nothing herein contained shall prevent the City from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. If the person, property or facility has or is required to have a stormwater discharge permit from TDEC, the City shall alert the appropriate state authorities of the violation. The City's enforcement authority includes (as set forth in the City's Enforcement Response Plan (ERP):
 - (a) Verbal Warnings – At a minimum, verbal warnings must specify the nature of the violation and required corrective action. Verbal warnings will be documented by the City.
 - (b) Written Notices – Written notices must stipulate the nature of the violation and the required corrective action, with deadlines for taking such action.
 - (c) Citations with Administrative Penalties – The City has the authority to assess monetary penalties, which may include civil and administrative penalties.
 - (d) 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.
 - (e) 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 City can be used to abate the violation.
 - (f) 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.

- (a) Verbal warning. Verbal warning may be given at the discretion of the inspector when it appears the condition can be corrected by the violator within a reasonable time, which time shall be approved by the inspector.
- (b) Written notice. Whenever the City 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 City may serve upon such person written notice of the violation. All written notices will be documented and delivered by personal service or by registered or certified mail (return receipt requested) to the person that has violated or is violating this ordinance. 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 Planning Director and/or Public Works Director. 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.
- (c) Consent orders. The City is empowered to enter into 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.
- (d) Show cause hearing. The City may order any person who violates this ordinance or permit or order issued hereunder, to show why a proposed enforcement action should not be taken. Notice shall be served on 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.
- (e) Compliance order. When the City finds that any person has violated or continues to violate this ordinance or a permit or order issued thereunder, he may issue an order to the violator directing that, following a specific time period, adequate 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 structures, installation of devices, self-monitoring, and management practices.
- (f) Cease and desist and stop work orders. When the City finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the Stormwater Program Manager or his designee 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.
- (g) Suspension, revocation or modification of permit. The City , 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 City may deem necessary to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.

- (h) Conflicting standards. Whenever there is a conflict between any standard contained in this ordinance and in the manuals adopted by the City under this Ordinance, the strictest standard shall prevail.

12-210. Penalties.

- (1) Violations. Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of Belle Meade, 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 ordinance may be assessed a civil penalty by the City of Belle Meade of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) or such lesser amount as may be allowed by law 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 Board of Building Code Appeals may consider:
 - (a) The harm done to the public health or the environment;
 - (b) The duration and gravity of the violation(s);
 - (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(s) 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 Board of Building Code Appeals 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 ordinance, 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 ordinance.

- (5) Referral to TDEC. Where the City has used progressive enforcement to achieve compliance with this ordinance, and in the judgment of the City has not been successful, the City may refer the violation to TDEC. For the purposes of this provision, “progressive enforcement” shall mean two (2) follow-up inspections and two (2) warning letters. In addition, enforcement referrals to TDEC must include, at a minimum, the following information:
 - (a) Construction project or industrial facility location;
 - (b) Name of owner or operator;
 - (c) Estimated construction project or size or type of industrial activity (including SIC code, if known);
 - (d) Records of communications with the owner or operator regarding the violation, including at least two follow-up inspections, two warning letters or notices of violation, and any response from the owner or operator.
- (6) Other remedies. The City may bring legal action to enjoin the continuing violation of this ordinance, 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.

12-211. 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 ordinance may appeal said penalty or damage assessment to the Board of Commissioners.

- (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) Public hearing. Upon receipt of an appeal, the Commissioners shall hold a public hearing within thirty (30) 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 or within the City’s monthly newsletter or 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 Commissioners shall be final.
- (3) Appealing decisions of the Commissioners. Any alleged violator may appeal a decision of the Commissioners pursuant to the provisions of Tennessee Code Annotated, Title 27, Chapter 5.

CHAPTER 3

12-301. City of Belle Meade Stormwater Fee Ordinance. The City of Belle Meade Stormwater Fee Ordinance, Ord. # 2004-6, September 15, 2004 has been added to this section of its municipal code as Chapter 3.

12-302. Stormwater user fee adopted. In order to facilitate compliance with the Water Quality Act of 1977, pursuant to authority granted by §§ 68-221-1101 through 68-221-1113 of the Tennessee Code Annotated and for the purpose of providing stormwater management operations and establishing a stormwater user fee within the City of Belle Meade, the "Stormwater User Fee Ordinance," is hereby adopted.

- (1) Findings. The Commissioners of the City of Belle Meade make the following additional findings:
 - (a) The Water Quality Act of 1977 imposes upon municipalities certain obligations that require the expenditure of city funds.
 - (b) An equitable approach to funding stormwater management services and facilities can be provided by adopting a schedule of service charges upon properties that is related to the burden of stormwater quantity and quality control service requirements and costs posed by properties throughout the city.
 - (c) Such schedule of service charges can be complemented by other funding methods that address specific needs, including, but not limited to, allocations of local option sales taxes to stormwater drainage improvement projects, collection of fees for special services including, but not limited to, plans review and inspections, and establishment of a capital recovery fee or fees consistent with state law.
 - (d) A service charge credit is an appropriate means of adjusting service charges in recognition that private stormwater systems and/or actions can effectively reduce or eliminate the burden of stormwater quantity and quality control service requirements and costs that a property or properties pose for the city.
 - (e) Impervious area is the most important factor influencing stormwater service requirements and costs posed by properties throughout the city, and therefore is an appropriate parameter for calculating stormwater service charges and associated credits.
 - (f) The Belle Meade Level of Service and Maintenance Policies for Stormwater Infrastructure will be the guide for prioritizing stormwater infrastructure maintenance and capital improvement projects.
- (2) Definitions. As used in this chapter §12-302, unless the context clearly indicates otherwise, the following definitions apply:
 - (a) "Credit" shall mean a conditional reduction in the stormwater service charge amount to an individual property based on the provision and continuing presence of an effectively maintained and operational on-site stormwater system or facility or the provision of a service or activity by the property owner, which system, facility, service, or activity reduces the stormwater utility's cost of providing stormwater services and facilities. Credits for on-site stormwater systems shall be generally proportional to the affect that such systems have on the peak rate of runoff from the individual property. Credits shall be defined and implemented in the City of Belle Meade Stormwater Credit Policy Manual.
 - (b) "Customers of the stormwater utility" shall include all persons, properties, and entities served by and/or benefiting from the City's acquisition, management, maintenance, extension, and improvement of the stormwater management programs, systems, and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, properties, and

entities which will ultimately be served or benefited as a result of the stormwater management program.

- (c) *“Detached dwelling unit”* shall mean developed land containing one structure which is not attached to another dwelling and which contains one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family. Detached dwelling units may include houses, manufactured homes, and mobile homes located on one or more individual lots or parcels of land. Developed land may be classified as a detached dwelling unit despite the presence of incidental structures associated with residential uses such as garages, carports, or small storage buildings. Detached dwelling unit can also include developed land that has a non-residential use of a dwelling unit designed for occupancy for one family so long as such use does not result in additional impervious areas, such as parking spaces, impervious surfaced playgrounds, or structures or additions to the building which are used as offices, storage facilities, meeting rooms, classrooms, houses of worship, or similar nonresidential uses. Detached dwelling unit shall not include developed land containing: manufactured homes and mobile homes located within manufactured home or mobile home parks where the land is owned by others than the owners of the manufactured homes or mobile homes; or multiple-unit residential properties.
- (d) *“Developed land”* shall mean property altered from a natural state by construction or installation of more than 200 square feet of impervious surfaces as defined in this chapter. Impervious area installed by a public utility within an easement on an undeveloped parcel does not count against the total impervious area on that parcel.
- (e) *“Duplexes and triplexes”* shall mean developed land containing two (duplex) or three (triplex) attached residential dwelling units located on one or more parcel(s) of land.
- (f) *“Equivalent residential unit (ERU)”* of impervious area shall mean the median impervious coverage of detached dwelling unit properties in the City of Belle Meade as determined by the city, and shall be used as the basis for determining stormwater service charges to detached dwelling unit properties or classes of detached dwelling unit properties and other properties. Twelve thousand two hundred (12,200) square feet of impervious area shall be one equivalent residential unit (ERU).
- (g) *“Flood control facilities”* shall mean all natural and manmade conveyances and structures for which the partial or full purpose or use is to convey surface flood runoff water within the jurisdictional boundaries of the City of Belle Meade. This includes all natural conveyances for which the city has assumed a level of maintenance responsibility, to which the city has made improvements, against the flooding of which the city must make provision to protect public and private property, or for which the city is accountable under federal or state regulations for protecting the water quality within its jurisdictional boundaries.
- (h) *“Impervious surfaces”* shall mean those areas which prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Common impervious areas include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, compacted gravel and soil surfaces, awnings and other fabric or plastic coverings.
- (i) *“Multiple dwelling unit residential properties”* shall mean developed land whereon four or more attached residential dwelling units are located and shall include, but not be limited to, apartment houses, condominiums, townhomes, attached single-family homes, boarding houses, group homes, hotels and motels, retirement centers, and other structures in which four or more family groups commonly and normally reside or could reside. In the application of stormwater service charge rates, multiple dwelling unit properties shall be treated as other developed lands. However, multiple dwelling unit residential properties where individual residential dwelling units are owned independently, such as residential

condominiums, may be treated as detached dwelling unit properties in the application of stormwater service charge rates.

- (j) *“Other developed land”* shall mean, but shall not be limited to, multiple dwelling unit residential properties, manufactured home and mobile home parks, commercial and office buildings, public buildings and structures, churches, temples, industrial and manufacturing buildings, storage buildings and storage areas covered with impervious surfaces, parking lots, parks, recreation properties, public and private schools and universities, research stations, hospitals and convalescent centers, airports, agricultural uses covered by impervious surfaces, water reservoirs, and water and wastewater treatment plants.
 - (k) *“Stormwater”* shall mean stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration (other than infiltration contaminated by seepage from sanitary sewers or by other discharges) and drainage.
 - (l) *“Stormwater user fee”* shall mean the stormwater management service charge or charges applicable to a parcel of developed land, which charge shall be reflective of the City of Belle Meade’s cost of providing stormwater management services and facilities.
 - (m) *“Stormwater management facilities”* shall mean those natural and man-made drainage structures, conveyances, conduits, combined sewers, sewers, and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.
- (3) Determination and modification of stormwater user fee. Stormwater user fees may be determined and modified from time to time by the Commissioners of the City of Belle Meade so that the total revenue generated by said fees and any other sources of revenue that may be made available to the stormwater utility will be sufficient to meet the cost of services and facilities, including, but not limited to, the payment of principal and interest on debt incurred for stormwater management purposes, the creation of reserves for the replacement of permanent improvements for stormwater management, and such other expenses reasonably necessary or convenient in the acquisition, construction, operation, maintenance, education, and regulation of the stormwater system and of properties affecting the stormwater system. These fees shall be reasonable in amount and used exclusively by the municipality for purposes set forth in this part. Such a graduated stormwater user’s fee shall be based on actual or estimated use of the stormwater and/or flood control facilities of the municipality, and each user or user class shall only be required to pay its proportionate share of the construction, administration, operation and maintenance, including replacement costs, of such facilities based on the user’s actual or estimated proportionate contribution to the total stormwater runoff from all users or user classes. To ensure a proportionate distribution of all costs to each user or user class, the user’s contribution shall be based on the amount of impervious area utilized by the user. Stormwater service charges may also include special charges to individual customers for services or facilities related to stormwater management, including, but not limited to, charges for development plan review, inspection of development projects and on-site stormwater control measures, and enhanced levels of stormwater services above those normally provided by the city.
- (4) Effective date of stormwater user fee. Stormwater user fees shall accrue beginning January 1, 2011 and shall be billed periodically thereafter to customers except as specific exemptions and adjustments may apply.
- (5) Stormwater user fee. In order to supplement the cost of providing stormwater services and facilities while fairly and reasonably apportioning the cost among developed properties throughout the city, the following stormwater rates shall apply.
- (a) Detached dwelling units. Detached dwelling units shall be charged according to the table below based upon the ERU as specified below in §12-302(5)(e) or as specified in or as amended by ordinance in the future.

Total area of parcel (square feet)	Factor x ERU
0-40,000	0.5 x ERU
40,001-70,000	1.0 x ERU
> 70,000	2.0 x ERU

- (b) Churches and schools, historic homes or sites, country clubs and other commercial properties. Churches and schools, historic homes or sites, country clubs and other commercial properties shall be charged according to the table below based upon the ERU as specified below in subsection (5)(e) or as specified in or as amended by ordinance in the future.

Total area of parcel (square feet)	Factor x ERU
Churches and schools	F x ERU
Historic home or site	F x ERU
Country Clubs	F x ERU
Commercial properties	F x ERU

- (c) Other developed lands. Other developed lands are subject to special regulation under the appendices of the zoning code.
- (d) For the purpose of calculating the stormwater fee for churches and schools, a historic home or site, country clubs or commercial properties, the factor "F" shall be calculated as the total square footage of impermeable surfaces on the parcel divided by twelve thousand two hundred (12,200) square feet.
- (e) The stormwater user fee rate per equivalent residential unit (ERU), as defined in this chapter, shall be (\$22.41) per month until and unless the user fee rate is changed by the Commissioners of the City of Belle Meade.
- (f) The stormwater fee for independently owned multiple dwelling unit residential properties (hereinafter "condominiums") shall be based upon the fee for detached dwelling units, using the lower tier factor in the Table in §12-305(5)(a), and shall be assessed on a per unit basis at \$11.20 per month.
- (6) Exemptions and credits applicable to stormwater user fee. Except as provided in this section, no public or private property shall be exempt from stormwater utility service charges or receive a credit or offset against such service charges. No exemption, credit, offset, or other reduction in stormwater service charges shall be granted based on the age, tax, or economic status, race, or religion of the customer, or other condition unrelated to the stormwater utility's cost of providing stormwater services and facilities.
- (a) The following exemptions from stormwater service charges shall be allowed:
- Undeveloped land as defined by this chapter shall be exempt from stormwater charges.
 - Railroad tracks shall be exempt from stormwater service charges. However, railroad stations, maintenance buildings, or other developed land uses for railroad purposes shall not be exempt from stormwater charges.
 - Improved public road rights-of-way of federal, state, or local governments that are available for vehicular transportation by the general public are exempt from stormwater service charges. Platted private roads and platted private rights-of-way are further exempt from stormwater charges.
- (b) Stormwater user fee credits shall be allowed for the following activities/occurrences and shall be effective when initiated at the discretion of the

City of Belle Meade and in accordance with a credit manual described subsequently:

- (i) Other developed lands that have, and maintain in proper working order, on-site stormwater detention and retention systems that reduce the peak rate of stormwater discharge.
 - (ii) Other developed lands that have, and maintain in proper working order, on-site stormwater best management practices that reduce the impact of stormwater runoff or water quality in accordance with water quality standards set forth by the City of Belle Meade.
- (c) A stormwater user fee credit manual shall be prepared by the City of Belle Meade specifying the design and performance standards of on-site systems, facilities, activities, and services which qualify for application of a service charge credit, and how such credits shall be calculated.
- (d) The stormwater user fee credit shall be determined based on the technical requirements and standards contained in the stormwater service charge credit manual. The stormwater service charge credit may be up to fifty percent (50%) of the service charge applicable to a property, and shall be proportional to the extent that on-site systems, facilities, services, and activities provided, operated, and maintained by the property owner reduce or mitigate the stormwater utility's cost of providing services and facilities.
- (e) Groups of detached dwelling units represented by a homeowners' association providing on-site systems or facilities that reduce or mitigate the stormwater utility's cost of providing stormwater management services and facilities may receive a stormwater service charge credit.
- (f) Any credit allowed against the stormwater service charge is conditioned on continuing compliance with the city's design and performance standards as stated in the stormwater service charge credit manual and/or upon continuing provision of the systems, facilities, services, and activities provided, operated, and maintained by the property owner or owners upon which the credit is based. A credit may be revoked by the city at any time for noncompliance. Thirty (30) days notice of a non-complying condition and intent to revoke a stormwater service charge credit shall be provided to the stormwater service charge customer receiving a credit before the credit is revoked thereby allowing the customer the opportunity to attain compliance.
- (7) Stormwater user fee billing, delinquencies, and collections. A stormwater user fee bill may be sent through the United States mail or by alternative means, notifying all customers of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for non-payment. Regardless of the status of the party to whom the bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay the stormwater service fee. If a customer is under-billed or if no bill is sent for developed land, the city may backbill for a period of up to ten years, but shall not assess penalties for any delinquency. A late charge will be based upon the unpaid balance in accordance with the City of Belle Meade Customer Service Policy Manual.
- (8) Application of stormwater user fee billed in common. The City of Belle Meade shall bill the stormwater user fee when the annual property tax is billed.
- (9) Removal or cessation of utility services. The City of Belle Meade may remove or cease to provide any utility services as it determines necessary to enforce the payment of all city utility service charges.
- (10) Appeals. Any stormwater utility service customer who believes the provisions of this article have been applied in error may appeal in the following manner:
 - (a) An appeal must be filed in writing with the City of Belle Meade City Manager. In the case of service charge appeals, the appeal shall include a survey prepared by a

registered land surveyor or professional engineer containing information on the total property area, the impervious surface area, and any other features or conditions which influence the hydrologic response of the property to rainfall events.

- (b) Using the information provided by the appellant, the City Manager and appropriate staff will conduct a technical review of the conditions on the property and respond to the appeal in writing within thirty (30) days.
 - (c) In response to an appeal, the City Manager may adjust the stormwater service charge applicable to a property in conformance with the general purpose and intent of this Ordinance.
 - (d) A decision of the City Manager which is adverse to an appellant may be further appealed to the Board of Commissioners within thirty (30) days of the adverse decision. Notice of the appeal shall be delivered to the Board of Commissioners by the appellant, stating the grounds for the further appeal. The Board of Commissioners shall issue a decision on the appeal within thirty (30) days. All decisions of the Board of Commissioners shall be served on the customer personally or by registered or certified mail. Service shall be based upon the service charge billing address of the customer.
 - (e) The appeal process contained in this section shall not prevent an appellant from seeking relief in the approved manner and form from a court of competent jurisdiction.
- (11) City of Belle Meade, Tennessee Stormwater User Fee Credit Manual for Stormwater Fees. The City of Belle Meade, Tennessee Stormwater Utility Credit Manual for Stormwater Fees will be prepared and attached hereto as Exhibit A once it is completed.

ATTACHMENT B to ORDINANCE 2015-8
(City of Belle Meade Municipal Floodplain Zoning Ordinance, Title 12, Chapter 4)

CHAPTER 4

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

12-401. City of Belle Meade Municipal Floodplain Zoning Ordinance. The City of Belle Meade Municipal Floodplain Zoning Ordinance, Ord. #2003-5 as amended by Ord #2004-7, has been added to this Municipal Code as Chapter 4 pursuant to Ordinance 2015-8.

12-402. Municipal Floodplain Zoning Ordinance. In order to minimize danger to life and property due to flooding within the City of Belle Meade, and to maintain eligibility for participation in the National Flood Insurance program (NFIP), the “Municipal Floodplain Zoning Ordinance,” is hereby adopted.

12-403. Statutory authorization, findings of fact, purpose and objectives.

- (1) Statutory Authorization. The Legislature of the State of Tennessee has, in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the City of Belle Meade, Tennessee, mayor and City Commission, do ordain as follows:
- (2) Findings of Fact.
 - (a) The City of Belle Meade, Tennessee, Mayor and its City Commission, wishes to meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
 - (b) Areas of the City of Belle Meade, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
 - (c) Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.
- (3) Statement of Purpose. It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:
 - (a) Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities.
 - (b) Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction.
 - (c) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters.
 - (d) Control filling, grading, dredging and other development which may increase flood damage or erosion.
 - (e) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.
- (4) Objectives. The objectives of this Ordinance are:

- (a) To protect human life, health, safety and property.
- (b) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public.
- (c) To minimize prolonged business interruptions.
- (d) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas.
- (e) To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas.
- (f) To ensure that potential homebuyers are notified that property is in a floodprone area.
- (g) To maintain eligibility for participation in the NFIP.

12-404. Definitions.

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

- (a) *“Accessory Structure”* shall represent a subordinate structure to the principal structure and, for the purpose of this Title 12, Chapter 4, shall conform to the following:
 - (i) Accessory structures shall not be used for human habitation.
 - (ii) Accessory structures shall be designed to have low flood damage potential.
 - (iii) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
 - (iv) Accessory structures shall be firmly anchored to prevent flotation which may result in damage to other structures.
 - (v) Service facilities such as electrical and heating equipment shall be elevated or flood proofed.
 - (vi) *“Accessory Structure”* is a subset of the *“Accessory User”* and *Accessory Building* defined at 14-202(b).
- (b) *“Act”* means the statutes authorizing the National Flood Insurance Program that are incorporated in 42 U.S.C. 4001-4128.
- (c) *“Addition (to an existing building)”* means any walled and roofed expansion to the perimeter of a structure in which the addition is connected by a common load bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls is new construction.
- (d) *“Appeal”* means a request for a review of the Floodplain Administrator’s interpretation of any provision of this Ordinance or a request for a variance.
- (e) *“Area of Shallow Flooding”* means a designated AO or AH Zone on a community’s Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

- (f) *“Area of Special Flood-related Erosion Hazard”* is the land within a community, which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.
- (g) *“Area of Special Flood Hazard”* is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, AI-30, AE or A99.
- (h) *“Base Flood”* means the flood having a one percent chance of being equaled or exceeded in any given year.
- (i) *“Basement”* means that portion of a building having its floor subgrade (below ground level) on all sides.
- (j) *“Breakaway Wall”* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
- (k) *“Building”*, for purposes of this section, means any structure built for support, shelter, or enclosure for any occupancy or storage. (See “Structure”.)
- (l) *“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, excavation or drilling operations, or storage of equipment or materials.
- (m) *“Elevated Building”* means a non-basement building (i) built to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), (ii) and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones AI-30, AE, A, A99, AO, AH, B, C, X, or D, “elevated building” also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.
- (n) *“Emergency Flood Insurance Program”* or *“Emergency Program”* means the program as implemented on an emergency basis in accordance with section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.
- (o) *“Erosion”* means the process of the gradual wearing away of land masses. This peril is not per se covered under the Program.
- (p) *“Exception”* means a waiver from the provisions of this Ordinance, which relieves the applicant from the requirements of a rule, regulation, order or other determination, made or issued pursuant to this Ordinance.
- (q) *“Existing Construction”* means any structure for which the “start of construction” commenced before the effective date of this Ordinance.
- (r) *“Existing Manufactured Home Park or Subdivision”* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of this ordinance.
- (s) *“Existing Structures”* – See “Existing Construction”.

- (t) *“Expansion to an Existing Manufactured Home Park or Subdivision”* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- (u) *“Flood”* or *“Flooding”* means a general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (i) The overflow of inland or tidal waters; or
 - (ii) The unusual and rapid accumulation or runoff of surface waters from any source.
- (v) *“Flood Elevation Determination”* means a determination by the Floodplain Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.
- (w) *“Flood Elevation Study”* means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.
- (x) *“Flood Hazard Boundary Map (FHBM)”* means an official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of the flood related erosion areas having special hazards have been designated as Zone A, M, and/or E.
- (y) *“Flood Insurance Rate Map (FIRM)”* means an official map of a community on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.
- (z) *“Flood Insurance Study”* is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles as well as the Flood Boundary Map and the water surface elevation of the base flood.
- (aa) *“Floodplain”* or *“Flood-prone Area”* means any land area susceptible to being inundated by water from any source (see definition of “flooding”).
- (bb) *“Floodplain Management”* means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.
- (cc) *“Flood Protection System”* means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.
- (dd) *“Flood Proofing”* means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- (ee) *“Flood-related Erosion”* means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding.

- (ff) *“Flood-related Erosion Area”* or *“Flood-related Erosion Prone Area”* means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high-water levels or wind-driven currents, is likely to suffer flood-related erosion damage.
- (gg) *“Flood-related Erosion Area Management”* means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including, but not limited to, emergency preparedness plans, flood-related erosion control works and flood plain management regulations.
- (hh) *“Floodway”* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- (ii) *“Floor”* means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab 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.
- (jj) *“Freeboard”* means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Floorboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed.
- (kk) *“Functionally Dependent Use”* means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
- (ll) *“Highest Adjacent Grade”* means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.
- (mm) *“Historic Structure”* means any structure that is:
 - (i) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - (ii) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - (iii) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - (iv) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1) By an approved state program as determined by the Secretary of the Interior, or
 - 2) Directly by the Secretary of the Interior in states without approved programs.
- (nn) *“Levee”* means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

- (oo) *“Levee System”* means a flood protection system, which consists of a levee, or levees, and associated structures, such as closure, and drainage devices, which are constructed and operated in accordance with sound engineering practices.
- (pp) *“Lowest Floor”* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building’s lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.
- (qq) *“Manufactured Home”* means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.
- (rr) *“Manufactured Home Park or Subdivision”* means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- (ss) *“Map”* means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Agency.
- (tt) *“Mean Sea Level”* means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this Ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.
- (uu) *“National Geodetic Vertical Datum (NGVD)”* as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.
- (vv) *“New Construction”* means any structure for which the “start of construction” commenced on or after the effective date of this Ordinance. The term also includes any subsequent improvements to such structure.
- (ww) *“New Manufactured Home Park or Subdivision”* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this Ordinance.
- (xx) *“100-year Flood”* – See “Base Flood”.
- (yy) *“Person”* includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.
- (zz) *“Reasonably Safe from Flooding”* means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.
- (aaa) *“Recreational Vehicle”* means a vehicle, which is:
 - (i) built on a single chassis;
 - (ii) 400 square feet or less when measured at the largest horizontal projections;
 - (iii) Designed to be self-propelled or permanently towable by a light duty truck; and

- (iv) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (bbb) “*Regulatory Floodway*” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.
- (ccc) “*Riverine*” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
- (ddd) “*Special Hazard Area*” means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AC, AI-30, AE, A99, or AH.
- (eee) “*Start of Construction*” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (fff) “*State Coordinating Agency*” (Tennessee Department of Economic and Community Development, Local Planning Assistance Office) means the agency of the state government, or other office designated by the Governor of the State or by state statute at the request of the Floodplain Administrator to assist in the implementation of the National Flood Insurance Program in that state.
- (ggg) “*Structure*”, for purposes of this section, means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other man-made facilities or infrastructures.
- (hhh) “*Substantial Damage*” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.
- (iii) “*Substantial Improvement*” means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the “start of construction” of the improvement. This term includes structures, which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.
- (jjj) “*Substantially Improved Existing Manufactured Home Parks or Subdivisions*” are where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value

of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

(kkk) “*Variance*” is a grant of relief from the requirements of this Ordinance, which permits construction in a manner otherwise prohibited by this Ordinance where specific enforcement would result in unnecessary hardship.

(lll) “*Violation*” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

(mmm) “*Water Surface Elevation*” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

12-405. General Provisions.

- (1) Application. This Ordinance shall apply to all areas within the incorporated area of the City of Belle Meade, Tennessee.
- (2) Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified on the Belle Meade, Tennessee, Federal Emergency Management Agency, Flood Insurance Rate Maps, Community - Panel Numbers 470408 0326F, 470408 0327F, and 470408 0328F; Effective Date: April 20, 2001 and any subsequent amendments or revisions, are adopted by reference and declared to be a part of this Ordinance.
- (3) Requirement for Development Permit. A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activity.
- (4) Compliance. No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.
- (5) Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, deed restrictions or other applicable provisions of the Code of the City of Belle Meade. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.
- (6) Interpretation. In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body; and (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.
- (7) Warning and Disclaimer of Liability. The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes.
 - (a) This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages.
 - (b) This Ordinance shall not create liability on the part of the City of Belle Meade, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance, or any administrative decision lawfully made hereunder.
- (8) Penalties for Violation. Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance, shall constitute a misdemeanor punishable as other

misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Belle Meade, Tennessee from taking such other lawful actions to prevent or remedy any violation.

12-406. Administration.

- (1) Designation of Ordinance Administrator. The Planning Director is hereby appointed as the Floodplain Administrator to implement the provisions of this Ordinance.
- (2) Permit Procedures. Application for a development permit shall be made to the Floodplain Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to, the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities. Specifically, the following information is required:
 - (a) Application stage.
 - (i) Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - (ii) Elevation in relation to mean sea level to which any non-residential building will be flood-proofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - (iii) A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential flood-proofed building will meet the floodproofing criteria in §12-407(1) and §12-407(2).
 - (iv) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
 - (v) In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - 1) An itemized cost of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators;
 - 2) Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services;
 - 3) A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - 4) A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing, and electrical suppliers, etc.). In addition, the estimate

must include the value of labor, including the value of the owner's labor.

(b) Construction Stage.

- (i) Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by, or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Floodplain Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
- (ii) Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Floodplain Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
- (iii) For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.
- (iv) Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

(c) Finished Construction Stage.

- (i) A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

(3) Duties and Responsibilities of the Floodplain Administrator. Duties of the Floodplain Administrator shall include, but not be limited to, the following:

- (a) Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
- (b) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U. S. C. 1334.
- (c) Notify adjacent communities and the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.

- (d) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
- (e) Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
- (f) Record the elevation, in relation to mean sea level or highest adjacent grade, where applicable, of the lowest floor (including basement) of all new or substantially improved buildings, in accordance with §12-406(2).
- (g) Record the actual elevation, in relation to mean sea level or highest adjacent grade, where applicable, to which the new or substantially improved buildings have been floodproofed, in accordance with §12-406(2).
- (h) When floodproofing is utilized for a non-residential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with §12-406(2).
- (i) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (j) When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review and reasonably utilize any Base Flood Elevation and floodway data available from Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of Belle Meade, Tennessee FIRM meet the requirements of this Ordinance.
- (k) Maintain all records pertaining to the provisions of this Ordinance in the office of the Floodplain Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
- (l) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A of the form. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.

12-407. Provisions for Flood Hazard Reduction.

- (1) General Standards. In all areas of special flood hazard, the following provisions are required:

- (a) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
 - (b) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
 - (c) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 - (d) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage.
 - (e) All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
 - (f) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 - (g) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 - (h) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - (i) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance.
 - (j) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this Ordinance shall be undertaken only if said nonconformity is not further extended or replaced.
 - (k) All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334.
 - (l) All subdivision proposals and other proposed new development proposals shall meet the standards of §12-407(2).
 - (m) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.
 - (n) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.
- (2) Specific Standards. In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in §12-407(1), are required:
- (a) Residential Structures. In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than four (4) feet above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to

facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

- (b) Non-Residential Structures. In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".
- (c) Enclosures. All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.
 - (i) Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding.
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade.
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - (ii) The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
 - (iii) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of §12-407(2).
- (d) Standards for Manufactured Homes and Recreational Vehicles.
 - (i) The City of Belle Meade regulates elsewhere in this code certain improvements to real property including the prohibition of manufactured homes and the parking of recreational vehicles. Without modification of, and consistent with, the other provisions of this code, the City hereby adopts the following additional provisions:
 - (ii) All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
 - (iii) All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than four (4) feet above the level of the Base Flood Elevation.

- (iv) Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of §12-407(1) and §12-407(2).
- (v) All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- (vi) All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days, unless a shorter period of time is proscribed elsewhere in this Code;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 - 3) The recreational vehicle must meet all the requirements for new construction.
- (e) Standards for Subdivisions and Other Proposed New Development Proposals. Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonable safe from flooding.
 - (i) All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
 - (ii) All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
 - (iii) All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (3) Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated.

Located within the Special Flood Hazard Areas established in §12-405(2), are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- (a) Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through engineering practices that the cumulative effect of the proposed encroachments or new development shall not result in any increase in the water surface elevation of the Base Flood Elevation, velocities, or floodway widths during the occurrence of a base flood discharge at any point within the community. A Tennessee registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for the City of Belle Meade, Tennessee and certification thereof.
- (b) The city may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) and floodway revisions, fulfills the requirements for such revisions as established under the provisions of §65.12, and received the approval of FEMA.

- (c) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of 12-407(1) and 12-407(2).
 - (d) All floodplain alterations that result in the filling or elimination of floodplain storage shall provide compensating storage capacity by excavating out at least an equal amount (1:1) of volume as occupied by fill. All excavated or cut materials shall be removed from the site before fill materials can be delivered, unless all fill material is generated onsite. Excavated or cut volumes below the lower of the top of bank or elevation of the 2-year storm event shall not be included in the compensating storage calculations. Every effort shall be made to preserve natural flow lines.
- (4) Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated. Located within the Special Flood Hazard Areas established in 12-405(2), where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:
- (a) No encroachments, including fill material, new construction and substantial improvements shall be located within areas of special flood hazard, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when the water surface elevation of the base flood more than one-tenth (0.1) foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
 - (b) New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of §12-406(1) and §12-406(2).
 - (c) All floodplain alterations that result in the filling or elimination of floodplain storage shall provide compensating storage capacity by excavating out at least an equal amount (1:1) of volume as occupied by fill. All excavated or cut materials shall be removed from the site before fill materials can be delivered, unless all fill material is generated onsite. Excavated or cut volumes below the lower of the top of bank or elevation of the 2-year storm event shall not be included in the compensating storage capacity calculation. Every effort shall be made to preserve natural flow lines.
- (5) Standard for Unmapped Streams. Located within the City of Belle Meade, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:
- (a) No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one-tenth (0.1) foot at any point within the Belle Meade.
 - (b) When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with §12-406 and §12-407.
 - (c) All floodplain alterations that result in the filling or elimination of floodplain storage shall provide compensating storage capacity by excavating out at least an equal amount (1:1) of volume as occupied by fill. All excavated or cut materials shall be removed from the site before fill materials can be delivered, unless all fill material is generated onsite. Excavated or cut volumes below the lower of the top of bank or elevation of the 2-year storm event shall not be included in the

compensating storage capacity calculation. Every effort shall be made to preserve natural flow lines.

12-408. Variance procedures.

(1) Municipal Board of Building Code Appeals.

(a) Authority.

The City of Belle Meade, Board of Building Code Appeals, shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

(b) Procedure.

Meetings of the Board of Building Code Appeals shall be held at such times as the Board shall determine. All meetings of the Board of Building Code Appeals shall be open to the public. The Board of Building Code Appeals shall adopt rules of procedure and shall keep records of applications and actions thereon, which shall be a public record. Compensation of the members of the Board of Building Code Appeals, if any, shall be set by the Commissioners.

(c) Appeals: How Taken.

An appeal to the Board of Building Code Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Floodplain Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Board of Building Code Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of \$100.00 (one-hundred dollars) for the cost of publishing a notice of such hearings shall be paid by the appellant. The Floodplain Administrator shall transmit to the Board of Building Code Appeals all papers constituting the record upon which the appeal action was taken. The Board of Building Code Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest, and decide the same within a reasonable time which shall not be more than fourteen (14) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

(d) Powers.

The Board of Building Code Appeals shall have the following powers:

- (i) Administrative Review. To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Floodplain Administrator or other administrative official in the carrying out or enforcement of any provisions of this Ordinance.
- (ii) Variance Procedures. In the case of a request for a variance, the following shall apply:
 - 1) The City of Belle Meade, Board of Building Code Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
 - 2) Variances may be issued for the repair or rehabilitation of historic structures as defined herein upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.

- 3) In passing upon such applications, the Board of Building Code Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent facility;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and,
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
 - 4) Upon consideration of the factors listed above, and the purposes of this Title and Chapter, the Board of Building Code Appeals may attach such conditions to the granting of variances as it deems necessary to effectuate the purposes of this Ordinance.
 - 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (iii) Imposition of Penalties: The City declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the City of Belle Meade of not more than fifty dollars (\$50.00). Each day of violation shall constitute a separate violation.
- 1) Measuring civil penalties. In assessing a civil penalty, the Board of Building Code Appeals may consider:
 - a) The harm done to the public health or the environment;
 - b) The duration and gravity of the violation(s);
 - 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(s) was committed intentionally;
 - g) The prior record of the violator in complying or failing to comply with the floodwater 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.
- (iv) Recovery of damages and costs. In addition to the civil penalty in subsection (1) above, the Board of Building Code Appeals may recover:
- 1) 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 ordinance, or any other actual damages caused by the violation.
 - 2) The costs of the city's maintenance of floodwater facilities when the user of such facilities fails to maintain them as required by this ordinance.
- (2) Conditions for Variances.
- (a) Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in §12-408(1).
 - (b) Variances shall only be issued upon (i) a showing of good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship; or (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
 - (c) Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates from flood insurance, and that such construction below the base flood level increases risks to life and property.
 - (d) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

12-409. Legal Status Provisions.

- (1) Conflict with Other Ordinances. In case of conflict between this Title and Chapter or any part thereof, and the whole or part of any existing or future Ordinance of the City of Belle Meade, Tennessee, the most restrictive shall in all cases apply.
- (2) Severability. If any section, clause, provision, or portion of this Title and Chapter shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Title and Chapter which is not of itself invalid or unconstitutional.
- (3) Effective Date. This Ordinance shall become effective immediately after its passage on second reading in accordance with the Charter of the City of Belle Meade, Tennessee, and the public welfare demanding it.

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ORDINANCE 2024-14

AN ORDINANCE TO AMEND TITLE 14 OF THE BELLE MEADE MUNICIPAL CODE TO ADOPT A NEW ZONING ORDINANCE AND MAP AND REPEAL THE EXISTING ZONING ORDINANCE AND MAP.

WHEREAS, the City of Belle Meade, pursuant to State of Tennessee zoning enabling legislation, Tenn. Code Ann. §§13-7-203 and 204, has adopted a Zoning and Land Use Control Ordinance (“Zoning Ordinance”) contained in Title 14 of the Belle Meade Municipal Code, which creates a municipal planning commission and establishes standards governing land use and the construction and improvement of structures within the City;

WHEREAS, the Zoning Ordinance has not been amended in a comprehensive way for over thirty (30) years and is in need of revision in order to clarify and simplify development and land use standards and development procedures; and

WHEREAS, an *ad hoc* committee of the Belle Meade Municipal Planning Commission (“Planning Commission”) and the full Planning Commission, supported and advised by professional planning and legal staff, have held numerous meetings over the past twelve months to consider these comprehensive changes, and have provided at ample opportunity for citizen input; and

WHEREAS, the Planning Commission recommends the proposed changes contained in this Zoning Ordinance amendment to the Board of Commissioners; and

WHEREAS, public notice has been given and public hearing held on this Zoning Ordinance amendment in accordance with Tenn. Code Ann. §§13-7-203 and 204;

NOW, THEREFORE:

SECTION ONE: BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE that Title Fourteen of the Belle Meade Municipal Code is hereby repealed and the proposed ordinance attached hereto as Exhibit 1 adopted as the Zoning Ordinance for the City of Belle Meade.

SECTION TWO: BE IT FINALLY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE THAT THIS ORDINANCE SHALL TAKE EFFECT UPON PASSAGE THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS REQUIRING IT.

Reviewed and Recommended by Planning Commission:

July 16, 2024

Passed on first reading:

Passed on Second Reading after Public Hearing:

Rusty Moore, Mayor

Rusty Terry, City Recorder



CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Appointment of Members to the Historic Zoning Commission

BACKGROUND

In accordance with Belle Meade Municipal Code 2-201, the Belle Meade Historic Zoning Commission consists of seven (7) members, which shall consist of a local patriotic or historical organization; an architect; if available; a person who is a member of the local planning commission at the time of such person's appointment; and the remainder from the community in general. The members are appointed by the mayor subject to confirmation by the Board of Commissioners. The members terms are five (5) years and are staggered.

The terms of current members Jeannette Whitson and Gavin Duke expired in June 2024.

Upon the Board's confirmation of the Mayor's appointment, below is a list of the members:

Historic Zoning Commission (HZC)		Term Expires
Chairman	Bunny Blackburn	June 2026
Vice Chairman	*to be named by the Chairman after new appointments are confirmed	
Member	Mal Wall	June 2025
Member	Rene Poe	June 2026
Member	Charlie Rankin	June 2026
Member	Ray Hayles	June 2028
Member		June 2029
Member		June 2029

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to appoint two new members to the Historic Zoning Commission for five-year terms scheduled to expire in June 2029.

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Appointment of Members to the Municipal Planning Commission

BACKGROUND

In accordance with Belle Meade Municipal Code 14-101(1), the Belle Meade Planning Commission consists of ten members, one of the members shall be the mayor of the City of Belle Meade and another of the said ten members shall be a commissioner chosen by the Board of Commissioners. The other eight members shall be appointed by the Mayor who shall make the appointment in writing and shall file said written appointment with the city recorder. Members shall serve for three (3) years.

The terms of James Hastings and Karen Rich are scheduled are expired as of June 2024.

Upon confirmation of the new appointments, below is a list of the members:

Municipal Planning Commission (MPC)		Term Expires
Chairman	Gavin Duke	June 2025
Vice Chairman	Nina Davidson	June 2026
Member	Scott Kendall	June 2025
Member	Larry Wieck	June 2025
Member	Carter Dawson	June 2026
Member	Ashley Levi	June 2026
Member		June 2027
Member		June 2027
Member (Mayor)	Rusty Moore	Nov 2024
Member (Commissioner)	Haley Dale	Nov 2024

RECOMMENDATION

The Board of Commissioners are recommended to confirm the Mayor's appointment of two citizens to a new three-year terms ending in June 2027 on the Municipal Planning Commission.

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: August 21, 2024
Re: Appointment of Members to the Board of Zoning Appeals

BACKGROUND

In accordance with Belle Meade Municipal Code 2-101, the Belle Meade Board of Zoning Appeals consists of seven members serving staggered, three-year terms. The Board of Commissioners, upon passage of Ordinance 2023-1, increased the membership from five (5) members to seven (7) members.

The mayor, with the concurrence of the Board of Commissioners, shall appoint one of the members to serve as the chairman during their term. The chairman may select one of the members to serve as the vice chairman who shall preside over the meetings during the absence of the chairman.

The term of the current Chairman, Joe Dughman, expired in June 2024. Additionally, a vacancy has been created by the resignation of Pete Zabaski, who was serving as the Vice Chairman, and a citizen will need to be appointed to fill the remaining unexpired term.

Below is a list of the members:

Board of Zoning Appeals (BZA)	Term Expires
Chairman	June 2024
Vice Chairman	June 2026
Chris Tardio	June 2025
Charles Atwood	June 2026
Johnny Phipps	June 2026
Erick Clifford	June 2026
Ron Farris	June 2026

RECOMMENDATION

The Mayor and Board of Commissioners are recommended to appoint two (2) members to fill new, three-year terms expiring June 2026. Additionally, the Mayor is recommended to appoint a new Chairman for the Board of Zoning Appeals from the members. The Chairman will then name a Vice Chairman.