



**CITY OF BELLE MEADE
BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA PACKET
OCTOBER 16, 2024, 04:00 PM**



**AGENDA BOARD OF COMMISSIONERS
REGULAR MEETING
OCTOBER 16, 2024, 04:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE**

Call To Order

I. PLEDGE OF ALLEGIANCE

II. PUBLIC COMMENTS

III. MINUTES - pg 6

Consideration of the minutes from the Board of Commissioners Meeting held September 18, 2024

Attachment: [BoC Minutes September 18 2024.pdf](#)

IV. PUBLIC WORKS

A. Monthly Reports - Nathan McVay pg 12

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

V. CITY SERVICES

A. Public Safety

1. Monthly Reports - Chief Williams pg 16

Attachment: [PD 2024 September combined.pdf](#)

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2. Approve a Parade Permit for St. George's Christmas Eve Overflow Parking on Belle Meade Boulevard - Chief Williams pg 22

Attachment: [St George's Parade Permit.pdf](#)

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3. Approve an Amendment to a Law Enforcement Training Assistance Grant Contract with the State of Tennessee to reduce the grant award from \$200,000 to \$50,000 for the five-year grant term - Chief Williams pg 26

Attachment: [MEMO for Training Grant Amendment.pdf](#)

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4. Approve an annual grant award totaling \$25,000 from the Tennessee Highway Safety Office to support traffic enforcement - Chief Williams pg 30

Attachment: [MEMO for THSO Coordinator Grant 2025.pdf](#)

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5. Approve an annual grant award totaling \$31,700 from the Tennessee Highway Safety Office to support traffic enforcement (specifically DUI

enforcement) - Chief Williams pg 50

Attachment: [MEMO for THSO Grant 2025.pdf](#)

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B.Health and Sanitation

1. Monthly Reports - Nathan McVay pg 70

Attachment: [HS Service Calls.pdf](#)

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

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

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2. Approve the non-competitive purchase of ten (10) Myers grinder pumps from Straeffer Pump & Supply Inc., totaling \$17,440.00, to support sewer maintenance during the current budget year - Nathan McVay pg 78

Attachment: [Straeffer pumps FY 2025.pdf](#)

C.Building/Zoning/Planning

1. Monthly Reports - Mary Samaniego pg 80

Attachment: [Building and Planning SEPTEMBER 2024.pdf](#)

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D.Waste Collection - No Matters

E.Beautification/ Landscape

1. Monthly report - Laura Katherine Wood at meeting

2. Approve the non-competitive purchase of annual holiday wreaths, totaling \$6,498.00, from Boy Scouts of America Troop 6 - Nathan McVay pg 86

Attachment: [Holiday Wreaths.pdf](#)

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F.City Communications and Technology - No Matters

VI.ADMINISTRATION

A.City Manager Reports - Jennifer Moody pg 90

Attachment: [2024 10 Memo Grant Projects.pdf](#)

Attachment: [Design Proposal - Traffic Signal Design Belle Meade Blvd at Harding Place.pdf](#)

Attachment: [TN Prima state conference scholarship notification.pdf](#)

Attachment: [CM complaint log Oct.pdf](#)

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B.Approve an Engineering Design Services Proposal with KCI Technologies, not to exceed \$89,470.00, for traffic calming projects on West Tyne Boulevard and Lynwood Boulevard as recommended in the Belle Meade Together Master Plan- Jennifer Moody pg 102

Attachment: [Memo - KCI Proposal for Traffic Calming.pdf](#)

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Finance - Leigh Mills

1. Financial Statements - August 2024 pg 120

Attachment: [combined financial reports - August.pdf](#)

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

2. Investment Schedules - September 2024 pg 130

Attachment: [combined investment reports - September.pdf](#)

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3. Approval of Invoices Over \$5,000 pg 134

- | | |
|---|---------------|
| 1. CEC (monthly engineering review) | \$ 5,690.75 |
| 2. Four Star Paving (annual paving) | \$ 171,050.00 |
| 3. Wascon Inc. (TDEC Grant - Telemetry Units) | \$ 98,964.13 |
| 4. KCI (Belle Meade Blvd Design Concept) | \$6,905.00 |
| 5. Landscape Services Inc. (October) | \$ 6,995.00 |
| 6. Wascon Inc. (Sewer Fund) | \$ 7,911.25 |
| 7. Omnigo Software (PD Records Management) | \$ 8,600.01 |
| 8. Kraft CPA (FY 2024 Audit) | \$ 7,650.00 |
| 9. Franklin Disposal (October) | \$ 33,417.20 |
| 10. Landscape Services Inc. (Fall Pine Straw) | \$ 9,600.00 |
| 11. Clean Earth Collections LLC (October Brush) | \$ 15,700.00 |
| 12. LDA Engineering (TDEC grant/Sewer Project) | \$ 12,185.00 |

Additional Invoices Provided at Meeting

- | | |
|--|-------------|
| 13. Wascon Inc. (Duplex Station/Sewer) | \$ 7689.56 |
| 14. Landscape Services Inc | \$ 9,079.54 |
| 15. Miller and Martin | \$5,000.00 |

Attachment: [combined October Invoices.pdf](#)

Attachment: [Landscape Services Inc.pdf](#)

Attachment: [Miller - Martin - September 30.pdf](#)

Attachment: [Wascon - Duplex Station.pdf](#)

C. Facilities

1. Approve a 1-year contract extension of the janitorial services contract with Chano and Sons, Inc., total contract not to exceed \$25,000 annually - Jennifer Moody pg 150

Attachment: [Facilities - Extend Janitorial Services Contract.pdf](#)

D.Human Resources / Personnel - No Matters

VII.LEGISLATION

A.ORDINANCE 2024-15 - An Ordinance Amending Title 9, Chapter 1 of the Belle Meade Municipal Code to Add Time Restrictions Upon Licensed Peddlers, Solicitors, and Salespersons and to Authorize the Creation of a "Do Not Solicit" List, on the 1st of two required readings - Doug Berry pg 158

Attachment: [Ordinance 2024-15 Amend Peddlers and Solicitors Ordinance.pdf](#)

VIII.OTHER MATTERS

IX.ADJOURN

The next scheduled meeting of the Board of Commissioners will be Wednesday, November 20, 2024 at Belle Meade City Hall 4705 Harding Pike Nashville, TN; with a 3:00 p.m. reception immediately before the meeting in honor of outgoing Commissioner Marty Dickens and to welcome incoming Commissioners following the November 5th municipal election



MINUTES
BOARD OF COMMISSIONERS – BOARD OF COMMISSIONERS
SEPTEMBER 18, 2024, 4:00 PM
BELLE MEADE CITY HALL, 4705 HARDING PIKE

Call To Order

Mayor Rusty Moore called the meeting to order at 4:00 p.m.

Board Members Present

Mayor Rusty Moore

Vice-Mayor Haley Dale

Louise Bryan

Neal Clayton

Commissioner Dickens joined the meeting at 4:29 p.m.

Staff Present

City Manager Jennifer Moody

Chief of Police Chuck Williams

Finance Director Leigh Mills

Public Works Director Nathan McVay

Planning Director Mary Samaniego

City Recorder Rusty Terry

City Attorney Doug Berry

PLEDGE OF ALLEGIANCE - led by Mayor Moore

PUBLIC HEARING - A Public Hearing on 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 - Rusty Moore at meeting

Mayor Moore opened the Public Hearing on Ordinance 2024-14

Public Comment Opened

Kyle Neal, resident at 208 Leake Avenue, asked for clarification on two items in the ordinance which were addressed by Vice-Mayor Haley Dale and Planning Director Mary Samaniego.

Crispin Menefee, resident at 1314 Chickering Road, inquired how the new zoning code would affect their property. The question was addressed by Vice Mayor Dale

Public Comment Closed

The Public Hearing was closed by Mayor Moore

PUBLIC COMMENTS

Public Comment Opened

Crispin Menefee addressed the commissioners about traffic concerns as they relate to cyclists; not following rules of the road, not having lighting etc.

Public Comment Closed

SPECIAL PRESENTATION - A Resolution Naming Donated Land as Caldwell Meadow

Mayor Moore asked that this item be deferred, there was no objection.

SPECIAL PRESENTATION: Annual Application for Activity Permit - Belle Meade Historic Site - CEO Sheree Kelley

MINUTES

Consideration of the minutes from the board of Commissioners Meeting held August 21, 2024

Motion to approve: Dickens Second: Dale Vote: All aye

PUBLIC WORKS

Monthly Reports - Nathan McVay

Public Works Director Nathan McVay updated the commissioners on the paving projects.

There were no questions on the reports.

A discussion on the dumpsters and city dump ensued.

CITY SERVICES

Public Safety

Monthly Reports - Chief Williams

Chief Chuck Williams updated the commissioners about the receipt of grant funding that would be presented on the October agenda.

There were no questions on the reports.

Approve a Parade Permit for the Annual Boulevard Bolt, a 5-mile charity race, for November 28, 2024 - Chief Williams

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

Approve a non-competitive procurement with SkyCop Inc. to replace

end-of-life cameras at nine (9) locations in the City of Belle Meade for a total cost of \$73,575 - Chief Williams

Chief Williams reviewed the proposal, answering questions as asked by the commissioners.

Motion to approve: Dickens Second: Dale Vote: All aye

Approve a 5-year contract to renew records management software services from Omnigo Software and authorize the first year expenditure of \$17,200 - Chief Williams

Chief Williams reviewed the proposal, addressing questions asked by the commissioners.

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

Health and Sanitation

Monthly Reports - Nathan McVay

There were no questions on the monthly reports.

Approve purchases for fiscal year 2025, in a total amount not to exceed \$150,000, with WASCON, Inc., who is the sole-distributor of E/One grinder pumps and related equipment for the sewer system - Nathan McVay

Public Works Director reviewed the proposal as submitted, answering questions from the commissioners as asked.

Motion to approve: Dale Second: Dickens Vote: All aye

Building/Zoning/Planning

Monthly Reports - Mary Samaniego

Planning Director Mary Samaniego reviewed the reports as submitted, noting highlights.

Samaniego answered questions as asked by the commissioners.

Accept the Annual Report on the City of Belle Meade's Stormwater Management Program for fiscal year 2024 (NPDES MS4 Permit) - Mary Samaniego

Motion to accept the annual report on the Stormwater Management Program:
Dale Second: Dickens Vote: All aye

Approve a Proposal from Barge Design to update the City's Zoning Map for an amount not to exceed \$11,500 - Mary Samaniego

Motion to approve: Dale Second: Dickens Vote: All aye

Waste Collection - No Matters

Beautification/ Landscape

Monthly report - Laura Katherine Wood

Beautification Committee Chairman provided an update on the work of the Beautification Committee answering questions as asked by the commissioners.

Approve the purchase of fall landscaping services, totaling \$25,263.38, with Landscape Services, Inc - Jennifer Moody

City Manager Jennifer Moody reviewed the proposal as submitted.

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

Approve the purchase of repairs to the city's irrigation system along Belle Meade Boulevard, totaling \$9,277, with Landscape Services, Inc. - Jennifer Moody

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

City Communications and Technology - No Matters

ADMINISTRATION

City Manager Reports - Jennifer Moody

City Manager Moody updated the commissioners on the Capital Projects page that had been added to the website, noting it continues to be a work in process.

Finance - Leigh Mills

Financial Statements - July 2024

Finance Director Leigh Mills highlighted the report noting it was for the first month of the 2024-2025 Fiscal Year.

Investment Schedules - August 2024

Commissioner Bryan noted that the earnings on the city investments would go down; Finance Director Mills noted that during the budgeting process the

earnings income had been budgeted conservatively and that the budget should not be drastically affected.

Approval of Invoices Over \$5,000

1. Benesch Engineering (TDOT Harding Pk Sidewalk)	\$ 7,739.69
2. Benesch Engineering (TDOT Harding Pk Sidewalk)	\$ 6,465.34
3. Clean Earth Collections (July Brush)	\$ 15,700.00
4. Clean Earth Collections (August Brush)	\$ 15,700.00
5. Clean Earth Collections (September Brush)	\$ 15,700.00
6. CivicPlus (Permit Software - Annual)	\$9,450.00
7. JR and Associates (Week 9 - final)	\$9,824.00
8. Jr and Associates (Week 8)	\$15,846.00
9. Jr and Associates (Week 7)	\$16,680.00
10. Franklin Disposal (July)	\$33,417.20
11. Franklin Disposal (August)	\$33,417.20
12. Franklin Disposal (September)	\$33,417.20
13. Landscape Services, Inc. (July)	\$6,995.00
14. Landscape Services, Inc. (August)	\$6,995.00
15. Landscape Services, Inc. (September)	\$6,995.00
16. Miller and Martin (August)	\$5,000.00
17. Miller and Martin (July)	\$5,000.00
18. Mixed Drink Tax Remittance to Schools	\$15,372.51
19. Mixed Drink Tax Remittance to Schools	\$16,471.30
20. Wex (August Fuel Purchases)	\$ 5,879.22
21. Wex (July Fuel Purchases)	\$ 6,254.01
22. Anthony Masonry (stone wall repairs)	\$ 9,500.00
23. Clean Earth Collections (tree work)	\$ 13,696.00

Finance Director Mills stated that there was a correction on the Mixed Drink Tax Remittance to Schools (Number 18 and Number 19 above); the amount remitted to the schools was half of what is stated, changing the amounts to \$7,686.26 and \$8,235.65.

Mayor Moore: With that correction we need a motion for approval.

Motion to approve: Dickens Second: Dale Vote: All aye

Mayor Moore: We will approve those invoices with the corrections made.

Facilities - No Matters

Human Resources / Personnel - No Matters

LEGISLATION

RESOLUTION 2024-06 - A Resolution to Name Donated Land as Caldwell Meadow - Rusty Moore

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

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 2nd and final reading - Mary Samaniego

Motion to approve: Dale Second: Dickens Vote: All aye

ORDINANCE 2024-15 - An Ordinance Amending Title 9, Chapter 1 of the Belle Meade Municipal Code to Add Time Restrictions Upon Licensed Peddlers, Solicitors, and Salespersons and to Authorize the Creation of a "Do Not Solicit" List, on the 1st of two required readings - Doug Berry

City Attorney Doug Berry requested that Ordinance 2024-15 be continued until October.

Motion to defer until October: Bryan, Dale (simultaneously) Second: Clayton

OTHER MATTERS

The meeting adjourned at 5:34 p.m.

Mayor Rusty Moore

City Recorder Rusty Terry

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
9/4/2024	Trimmed some low hanging limbs for the paving crew.			Manor Dr.		Nathan & Dylan	Completed	9/4/2024
9/4/2024	Moved a dead deer from the yard to the road.		309	Clarendon Ave.		Nathan & Dylan	Completed	9/4/2024
9/11/2024	Replaced a few light bulbs outside of city hall and around the flag pole.			City Hall		Nathan & Dylan	Completed	9/11/2024
9/11/2024	Replaced all of the bulbs in the hallway of city hall.			City Hall.		Nathan & Dylan	Completed	9/11/2024
9/16/2024	Removed a few Christmas Lights signs in the city.			City		Nathan & Dylan	Completed	9/16/2024
9/16/2024	Trimmed some limbs blocking a stop sign.			Clarendon / Evelyn		Nathan & Dylan	Completed	9/16/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/16/2024	Called AT&T aabout their box hanging in the road from the line.			Clarendon / Sutherland		Nathan	Completed	9/16/2024
9/19/2024	Checked on a bad spot in the new asphalt.			Bellevue Dr S.		Nathan	Completed	9/19/2024
9/20/2024	Went and looked at some hedges sticking out in the road and told Mathew to send them a letter.			Park Hill / Leake		Nathan	Completed	9/20/2024
9/20/2024	Moved some signs out of the right of way.			City		Nathan	Completed	9/20/2024
9/23/2024	Counted evrey kind of sign and how many signs are out in the city.			City		Nathan	Completed	9/23/2024
9/23/2024	Fixed a toilet in City Hall.			City Hall		Nathan	Completed	9/23/2024
9/24/2024	Cut a tree out of the road.			Harding Place / Belle Meade		Nathan & Dylan	Completed	9/24/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/24/2024	Cut a tree out of the road.			East Brookfield Ave.		Nathan & Dylan	Completed	9/24/2024
9/24/2024	Cut a tree out of the road.			Chickering Ln.		Nathan & Dylan	Completed	9/24/2024
9/24/2024	Cut a tree out of the road.			Foysythe Pl.		Nathan & Dylan	Completed	9/24/2024
9/24/2024	Cut three trees out of the road.			Tyne Blvd.		Nathan & Dylan	Completed	9/24/2024
9/26/2024	Moved some tires, cones, signs, and propain from the generator area to the shed.			Maintenance Shop		Nathan & Dylan	Completed	9/26/2024
9/26/2024	Checked on a line that was hanging in the road.		4403	Iroquois Ave.		Nathan & Dylan	Completed	9/26/2024
9/27/2024	Checked on a tree that fell in the road. It was not in the road but is was power lines.		428	Lynwood Blvd.		Dylan	Completed	9/27/2024

Date Reported	Complaint Request	Name	Street No.	Street Name	Phone	Referred to	Action taken	Date Performed
9/30/2024	Picked up trash in a few of the islands.			Belle Meade Blvd.		Nathan & Dylan	Completed	9/30/2024

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

Call Type	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24
Alarms	35	34	32	41	26	39	29
Arrests	12	3	6	5	6	4	3
Burglary	0	0	0	0	0	0	0
Citations Issued	455	518	460	317	330	356	390
Community Contacts	241	266	337	291	326	341	306
Fingerprint Customers	26	33	23	22	29	25	48
House Checks	1,110	816	756	1,109	1,464	804	861
LPR Camera Hits	6	10	9	3	6	8	4
Non-Residential Checks	778	840	885	896	883	911	885
Reports Taken	29	18	47	24	26	22	15
Theft of Property	0	1	1	3	5	0	2
Traffic Crashes	9	5	6	5	5	7	9
Total Patrol Miles	10,187	8,453	9,387	8,030	8,606	8,486	8,033
P.D. Monthly Revenue	\$20,266.70	\$22,908.55	\$23,643.35	\$23,918.61	\$21,454.20	\$24,520.25	\$23,572.21

Belle Meade Police Department
Montly Statistics

September 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	14	9	9	4	5	1	1			4	5	104	44	526
Cloxtan	21	14	12	3	17							8	117	620
Corter	12	1	5	3	2	1			1			95	117	832
Donegan	20		3	3	9							99	135	896
Doty	36	11	9	2		3	2					83		743
Dunn														
Germany	1	42	69	35	39	1	1			20				221
Norris	12	50	49	25	9	1	1		1			197	105	860
Parrish	9	11	9	3		2	2					12	80	303
Read	33	140	87	24	153	4	2			2		78	74	788
Roark	10	68	56	43	64					14		40	20	631
Samol	16	22	13	1	2	2						14	81	471
Scarborough	23	5	3		1	1				5		80	24	405
Wright	17	5	9	4	5					3		51	88	525
Yokley		12	20	12					1					212
Totals:	224	390	353	162	306	16	9	0	3	48	5	861	885	8,033

LPR/StarChase Report - September 2024

Stolen Tags = 2

(1) Officers searched the area but were unable to locate the vehicle.

(1) Officers located and stopped the vehicle. The stolen tag was seized and the driver was charged for possession of stolen property.

Stolen Vehicles = 2

(1) Officers checked the area but were unable to locate the vehicle.

(1) Officers located and stopped the vehicle. With the assistance of Metro, the stolen vehicle was recovered and the driver was taken into custody.

City of Belle Meade
Wex Fuel Statement Activity

Gallons Purchased At The Pump				
Police	Streets	Sewer	Codes	Admin

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
Aug-24	1745.959	92.852	141.250	0.000	0.000
Sep-24	1680.779	111.809	118.360	15.660	13.160

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

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
Aug-24	\$5,210.29	\$271.13	\$397.80	\$0.00	\$0.00
Sep-24	\$4,547.31	\$303.05	\$312.03	\$42.90	\$36.80



Police Department Monthly Report October 2, 2024

To: Charles Williams, Chief of Police

From: Tom Sexton – Detective

Date: September 2, 2024 to October 2, 2024

NEW CASES ASSIGNED

24-0231 Check Fraud Resident had their identity used to purchase goods and services. Checks were presented across the United States

24-0236 Theft of Property Resident had iPhones stolen from their front porch after delivery. Several members of an organized ring have been arrested in connection with these thefts across the middle TN region. We are working with several delivery companies and cellular providers to protect future shipments. It should be noted that several arrests have been made in this case and our LPR system has documented them in the Belle Meade area. At this time only one phone has been reported as stolen.

24-0246 Theft of Property Resident had their license plate stolen. Investigation continuing.

ASSISTING RESIDENTS

Assisted Resident in the prosecution of the individual who stole their vehicle in the Parmer Park area. Resident spent the day in court, met with the District Attorney which resulted in a felony plea for the offense. This case went from crime being committed, vehicle being recovered, suspect arrested, insurance claim settled, and suspect pleading in 90 days!

Assisted Resident in a lost dog operation. The “lost dog” meandered thru the neighborhood for several days before returning home at approximately 1:00 AM last night. crawled into bed, and without a reprimand or lecture went to sleep and the folks were ecstatic. Sometimes it is good to be a dog!

ASSISTING OTHER AGENCIES

Assisted the Metro Police Department in property crimes investigation.

Assisting the Lebanon Police Department in a situation where the State of Tennessee issued two duplicate tags. One in Davidson and one in Wilson County. The tag in Wilson County is on a stolen vehicle. The one in Davidson is on a commercial van and registering as stolen as well. We are working with the Davidson County vehicle in resolving the problem. This is a good example of the LPR system identifying problems before they arise.

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4715 Harding Road Nashville, TN 37205-2896 p 615.385.2150 f 615.385.0155 www.stgeorgesnashville.org

MEMORANDUM

Date: September 20, 2024

To: Jennifer Moody
City of Belle Meade City Manager

From: Laura Zabaski

A handwritten signature in dark ink, appearing to read "LZabaski", written over the printed name.

re: Parade Permit for St. George's Christmas Eve Overflow Parking

Jennifer, as you are probably aware, St. George's has historically encountered parking issues for its 3:00PM and 5:30PM Christmas Eve services. Last year, 800 parishioners attended each of these services and an increase is expected in 2024 due to average Sunday attendance being up 14% this year compared to the same period last year. In order to reduce the stress on the parking lot, a 10:00AM service is being added with the goal of shifting some attendance to earlier in the morning. However, we need to be prepared for no change in attendance in the evening and, therefore, are requesting a parade permit to allow for parking on the right side of the northbound lane of Belle Meade Boulevard from the entry to St. George's to the intersection of Cornwall Avenue. If approved and utilized by parishioners, this lane would be needed from 2:00PM on Tuesday, December 24th through 7:00PM that same day. To facilitate the use, St. George's would hire through your police department two officers with patrol cars to direct traffic.

Please let me know what additional steps need to be taken to secure such a permit. Don't hesitate to reach out to me (615-279-2611) if you have any questions or would like more information.

Thank you.

CITY OF BELLE MEADE

**4705 Harding Road
Nashville, TN 37205**

**Office (615) 297-6041
Fax (615) 297-0255
www.citybellemeade.org**

**Application for a
Parade Event Permit**

Belle Meade Municipal Code, Section 16-110, requires any person, club, organization or other group with intent to hold any meeting, parade, demonstration, competition, exhibition, march, walk-a-thon, foot race or procession upon any street, park, or public place in the City of Belle Meade to first secure a permit.

Organization or Party Seeking Permit: St. George's Episcopal Church

Representative (Name and Title): Laura Zabaski, Parish Administrative Officer

Address: 4715 Harding Pike, Nashville, TN 37215

(Include Street, City, State & Zip)

Telephone #: 615-279-2611

Fax # 615-385-0155

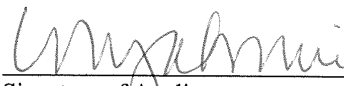
Description of Activity: Christmas Eve overflow parking on right, north bound lane of Belle Meade Blvd

Requesting Date: Tuesday, December 24, 2024

Time: 2:00PM to 7:00PM a.m. or p.m.

Please Attach a Diagram Showing the Location and Route.

I acknowledge receipt of Section 16-110 of the Belle Meade Municipal Code and will be responsible for the provisions found therein. I understand that this permit is subject to revocation for non-compliance and will not be effective for other than the date and time shown above. I further understand that failure to vacate the private premises of any person who requests or directs me or my organization to leave shall constitute trespassing. I agree that the City of Belle Meade shall be held harmless by me and my organization for any liability resulting from this activity. I further agree to indemnify the City of Belle Meade, Tennessee, its agents, employees or officials and save it or them harmless from all claims, demands, damages, actions, costs and charges from any type of claim or loss whatsoever which may arise as a result of the granting of this permit. I understand that as a condition precedent to the execution of this permit that I am required to present to the City proof of insurance in amounts deemed adequate by the City Manager naming the City of Belle Meade as an additional insured, and covenant and warrant that such insurance shall remain in effect for the event.


Signature of Applicant

9/25/24
Date

Permit Approved:

City of Belle Meade City Manager

Date

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 16, 2024
Re: Training Assistance Grant

BACKGROUND

The Belle Meade Police Department was awarded a five-year contract with a total award up to \$200,000 in December 2023 from the State of Tennessee for tuition assistance, training, and professional development expenses for the Tennessee Law Enforcement Training Academy. Currently, no money has been used from our agency to send a recruit to the academy. The state has lowered the amount of the grant to \$50,000 for the Belle Meade Police Department. It is not likely we will have a need for more funds from this grant. If needed, this grant would allow us to receive free academy training for any new officers that are hired and are not certified at the time of employment.

RECOMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to have the Mayor sign the attached contract amendment from the State of Tennessee.

FISCAL IMPACT

This grant amendment reduces our total grant award from \$200,000 to a maximum of \$50,000 for the five-year term of the grant. We did not have any eligible recruits during the first year of the grant and are not anticipated to incur more than \$10,000 in eligible expenses in any upcoming budget year.

ATTACHMENT

Contract Amendment

06-16-22 AMEND-K

 CONTRACT AMENDMENT COVER SHEET					
Agency Tracking # 33501-2548226		Edison ID 77734-101		Contract # 77734-101	
Amendment # 2					
Contractor Legal Entity Name City of Belle Meade				Edison Vendor ID 0000004055	
Amendment Purpose & Effect(s) To decrease the maximum liability of the contract.					
Amendment Changes Contract End Date: ☐ YES ☒ NO				End Date: April 2, 2028	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): \$-150,000.00					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$10,000.00				\$10,000.00
2025	\$10,000.00				\$10,000.00
2026	\$10,000.00				\$10,000.00
2027	\$10,000.00				\$10,000.00
2028	\$10,000.00				\$10,000.00
TOTAL:	\$50,000.00				\$50,000.00
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE	
Speed Chart (optional)		Account Code (optional)			

06-16-22 AMEND-K

**AMENDMENT TWO
OF CONTRACT 77734-101**

This Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and City of Belle Meade, hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifty thousand dollars (\$50,000.00) ("Maximum Liability").

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF BELLE MEADE:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 16, 2024
Re: Traffic Safety Grant

BACKGROUND

The Belle Meade Police Department was awarded a \$25,000 grant from the Tennessee Highway Safety Office (THSO) for traffic enforcement. The grant will help cover the cost of out two part-time traffic enforcement officers, travel for training, and purchase equipment for the department.

RECOMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to have the Mayor sign the attached contract from the State of Tennessee.

FISCAL IMPACT

The approved FY 2025 budget includes \$46,000 for THSO grant revenue in General Fund account 110-36000 (Other Revenue).

ATTACHMENT

Grant Contract, Grant Budget

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 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2024		End Date September 30, 2025		Agency Tracking # Z25THS022	Edison ID 83664 (PT)
Grantee Legal Entity Name Belle Meade Police Department					Edison Vendor ID 4055
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.600 Grantee's fiscal year end - June 30			
Service Caption (one line only) Network Coordinator					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$25,000.00			\$25,000.00
TOTAL:		\$25,000.00			\$25,000.00
Grantee Selection Process Summary ☒ Competitive Selection Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.					
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional)			

06.25.24v2 GG

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Belle Meade Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Belle Meade Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4055

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

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Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

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- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

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- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

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they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

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written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

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agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

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section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Chuck Williams, Chief

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Belle Meade Police Department
 4705 Harding Road
 Nashville, Tennessee 37205
 Email Address: cwilliams@citybellemead.org
 Telephone #: 615297-0241
 FAX #: 615297-0255

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

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- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

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

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

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

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IN WITNESS WHEREOF,

Belle Meade Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

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ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Belle Meade Police Department
Subrecipient's Unique Entity Identifier (SAM)	0
Federal Award Identification Number (FAIN)	69A37524300004020TN0
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$25,000.00
Total amount of federal funds obligated to the subrecipient	\$25,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,730,180.47
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

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CITY OF BELLE MEADE POLICE DEPARTMENT

Memo

To: Belle Meade Commissioners
cc: Jennifer Moody
From: Chief Chuck Williams
Date: October 16, 2024
Re: Traffic Safety Grant

BACKGROUND

The Belle Meade Police Department was awarded a \$31,700 grant from the Tennessee Highway Safety Office (THSO) for traffic enforcement, specifically related to alcohol countermeasures highway safety projects as defined in the Tennessee Highway Safety Plan. The grant will help cover the cost of out two part-time traffic enforcement officers and purchase equipment for the department.

RECOMENDATION

The Belle Meade Board of Mayor and Commissioners is recommended to have the Mayor sign the attached contract from the State of Tennessee.

FISCAL IMPACT

The approved FY 2025 budget includes \$46,000 for THSO grant revenue in General Fund account 110-36000 (Other Revenue).

ATTACHMENT

Grant Contract

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 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date October 01, 2024		End Date September 30, 2025		Agency Tracking # Z25THS021	Edison ID 83667 (ID)
Grantee Legal Entity Name Belle Meade Police Department					Edison Vendor ID 4055
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number - 20.607 Grantee's fiscal year end - June 30			
Service Caption (one line only) Enforcement of Tennessee Driving Under the Influence Laws					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$31,700.00			\$31,700.00
TOTAL:		\$31,700.00			\$31,700.00
Grantee Selection Process Summary ☒ Competitive Selection ☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GG		
Speed Chart (optional)		Account Code (optional)			

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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Belle Meade Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Belle Meade Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4055

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

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Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

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- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

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- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSONGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Thirty One Thousand Seven Hundred Dollars and Zero Cents (\$31,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as

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they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

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written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other

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agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the

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section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Chuck Williams, Chief

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Belle Meade Police Department
 4705 Harding Road
 Nashville, Tennessee 37205
 Email Address: cwilliams@citybellemead.org
 Telephone #: 615297-0241
 FAX #: 615297-0255

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

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- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

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

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

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
- ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

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IN WITNESS WHEREOF,
Belle Meade Police Department:

GRANTEE SIGNATURE DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER DATE

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ATTACHMENT TWO**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Belle Meade Police Department
Subrecipient's Unique Entity Identifier (SAM)	0
Federal Award Identification Number (FAIN)	69A37524300001540TNA
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.607, Alcohol Open Container
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$31,700.00
Total amount of federal funds obligated to the subrecipient	\$31,700.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$13,662,766.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Alcohol Open Container
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

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Service Calls

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
9/1/2024	4308	Glen Eden Dr	Nathan McVay	Red Light	T/R 244 10.4	☒			
9/3/2024	4422	Iroquois Ave	Nathan/Dylan	Red Light	T/R 240 11.2	☒			
9/4/2024	221	Deer Park Cir	Nathan/Dylan	Red Light	Bad Pump	☒	Replaced Pump	WH709529	Replacement
9/5/2024	533	Jackson Blvd	Nathan/Dylan	Red Light	T/R 240 11.2	☒			
9/6/2024	329	Walnut Ave	Dylan Hood	Red Light**	Bad off float	☒	Replaced off float		
9/9/2024	508	Belle Meade B	Nathan/Dylan	Start Up	Start Up	☒		WH890582 WH890592	New Construction
9/10/2024	306	Deer Park Cir	Nathan/Dylan	Red Light	Bad start cap and start relay	☒	Replaced both start cap and start relay		
9/10/2024	540	Jackson Blvd	Nathan/Dylan	Red Light	Bad contacts	☒	Replaced the contacts		
9/11/2024	212	Paddock Ln	Nathan/Dylan	Issue	Bad off float	☒	Replaced off float		

Tuesday, October 8, 2024

Page 1 of 3

Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
9/11/2024	4406	Forsythe Pl	Nathan/Dylan	Red Light	Bad off float		☒ Replaced off float		
9/16/2024	305	Belle Meade B	Nathan/Dylan	Red Light	Bad off float		☒ Replaced off float		
9/16/2024	918	Chancery Ln	Nathan/Dylan	Red Light	Bad start cap and run cap		☒ Replaced the start cap and run cap		
9/16/2024	1200	Belle Meade	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH695020	Replacement
9/17/2024	4715	Harding rd	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH720956	Replacement
9/17/2024	231	Deer Park Dr	Nathan/Dylan	Red Light	T/R 241 10.6		☒		
9/20/2024	618	Royal Oaks Pl	Nathan Mcvay	Red Light	T/R 240 12.2		☒		
9/23/2024	405	Sunnyside Dr	Nathan Mcvay	Red Light	Bad start capacitor		☒ SC		
9/29/2024	4305	Iroquois Ave	Dylan Hood	Backing Up	*Both pumps were bad.		☒ Replaced both pumps	WH324864 WHxxxxxx	Replacement
9/30/2024	4308	Iroquois Ave	Nathan/Dylan	Red Light	Bad Pump		☒ Replaced Pump	WH709537	Replacement

Tuesday, October 8, 2024

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Date	St #	Address	ServiceTech	Problem	Remarks	PM	Parts Replaced	Serial #	Reason for Installation
9/30/2024	415	Westview Ave	Nathan/Dylan	Tank Bolts	Bolts in lid broke from mower	☒	bolts		
9/30/2024	4412	Chickering Ln	Nathan/Dylan	Red Light	Hung on float, adjusted floats	☒			
9/30/2024	100	Bellevue Dr S	Nathan/Dylan	Red Light	Air locked switches, pulled pump to clear	☒			
Tuesday, October 8, 2024									
Page 3 of 3									

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

ticketId	workStreet	workdonefor
10001644	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
10002568	SCOTLAND PL	PIEDMONT
10002587	WESTVIEW AVE	CHUCK HOEPPNER
10002603	WESTVIEW AVE	CHUCK HOEPPNER
10004939	SCOTLAND PL	CULLEN AND KERRY ROBERTS
10004948	SCOTLAND PL	BILL BOYLE
10004955	LYNNWOOD TER	WILSON SISK
10009793	W BROOKFIELD AVE	PHEPPS CONSTRUCTION
10010216	JACKSON BLVD	PHIPPS CONSTRUCTION
10011289	LYNNWOOD BLVD	HOMEOWNER
10011577	LYNNWOOD BLVD	PROPERTY OWNER
10012169	LYNNWOOD BLVD	COMCAST
10012397	SHEPARD PL	BO BARTHOLOMEW
10012412	IROQUOIS AVE	MIMI DECAMP
10012744	LYNNWOOD BLVD	HOMEOWNER
10013877	PARK HILL	BLUE SKY PROPS
10014291	HARDING PL	NEIL CLAYTON
10014483	GLEN EDEN DR	HOMEOWNER
10016385	W BROOKFIELD AVE	PIEDMONT
10018385	CHICKERING RD	GARY ENZOR
10021961	WESTVIEW AVE	PIEDMONT
10025036	BELLEVUE DR S	CHANDELIER DEVELOPMENT
10027170	ROYAL OAKS DR	CHOP NASHVILLE
10027810	SCOTLAND PL	PIEDMONT
10027864	BELLE MEADE BLVD	CHRIS SCALES
10028215	ROYAL OAKS DR	GAUGH RESIDENCE
10028229	DEER PARK CIR	DAVIS RESIDENCE
10028379	BELLEVUE DR S	COMCAST
10028555	BELLEVUE DR S	PIEDMONT
10028679	CANTERBURY DR	PIEDMONT
10028777	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
10029231	ELLENDALE AVE	REAMES
10029283	HARDING PL	THE PARENT COMPANY INC
10030847	CHANCERY LN	COMCAST
10034155	IROQUOIS CT	AT&T UTILITY OPERATIONS
10035793	W BROOKFIELD AVE	PHIPP'S CONSTRUCTION
10037944	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
10038398	NICHOL LN	KINGDOM BUILDERS
10038922	BELLE MEADE BLVD	GLENCORE CONDOS
10039410	BELLE MEADE BLVD	SAMANTHA BEASLEY
10040929	NICHOL LN	AT&T
10042040	LYNNWOOD BLVD	LAURETTE TURITTO
10042227	HONEYWOOD DR	PIEDMONT

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

10043884	CHANCERY LN	TAYLOR
10043986	SUNNYSIDE DR	MYSELF
10044058	LYNNWOOD BLVD	MICHELLE WARNER
10044246	LYNNWOOD BLVD	CASTLE HOMES
10047054	WARNER PL	MICHAEL HAYES
10048333	SCOTLAND PL	CULLEN AND KERRY ROBERTS
10048351	SCOTLAND PL	BILL BOYLE
10048369	LYNNWOOD TER	WILSON SISK
10048601	LYNNWOOD	5 STAR CONTRACTING SERVICES LLC
10048829	BELLE MEADE BLVD	ROB FALK
10051238	LYNNWOOD BLVD	CASTLE HOMES
10052602	LYNNWOOD BLVD	HOMEOWNER
10052962	ELLENDAL AVE	REAMS
10053005	BELLE MEADE BLVD	TINA CON
10053368	CHICKERING LN	MATT DANIEL
10055508	LYNNWOOD BLVD	MONTGOMERY CLASSIC CONSTRUCTION
10055905	LYNNWOOD BLVD	COMCAST
10056198	LYNNWOOD BLVD	HOMEOWNER
10063096	JACKSON BLVD	PHIPPS CONSTRUCTION
10063216	SUNNYSIDE DR	MYSELF
10064279	BELLEVUE DR S	COMCAST
10065519	BELLEVUE DR S	CHANDELIER DEVELOPMENT
10066293	BELLEVUE DR S	PIEDMONT
10066387	GEORGIAN PL	MARGARET DOUBLEDAY
10066611	CANTERBURY DR	PIEDMONT
10066630	WESTVIEW AVE	PIEDMONT
10069835	BELLE MEADE BLVD	SOCIAL OFFICE
10072282	HARDING PL	THE PARENT COMPANY INC
10073506	HARDING PL	METRO WATER AND SEWER
10073863	HONEYWOOD DR	CRAFT LOGIC CONSTRUCTION
10074333	LYNNWOOD BLVD	PROPERTY OWNER
10074429	BELLE MEADE BLVD	COMCAST
10074756	SUNNYSIDE DR	LORI HALLORAN
10074934	CHANCERY LN	COMCAST
10075273	DREW PL	HOMEOWNER
10076504	BELLE MEADE BLVD	SUSAN MACKEY
10077130	CHICKERING LN	ADAMS
10080892	LYNNWOOD TER	CATES BUILDERS
10080928	WESTVIEW AVE	GREEN SPACE
10081128	JACKSON BLVD	RICHARD FRANCIS
10081313	CHICKERING RD	MARINA FAZA
10081389	HERBERT PL	JOHN LEA
10081747	WESTVIEW AVE	UES
10081757	WESTVIEW AVE	UES

City of Belle Meade

September TN One Calls

10081987	CHICKERING LN	NASHVILLE ELECTRIC SVC
10082225	ROYAL OAKS DR	DAVIS PROPERTIES
10083989	BELLE MEADE BLVD	PATRICK AND BRIANNA LEWIS
10085369	GEORGIAN PL	THE SOCIAL OFFICE
10087228	WESTVIEW AVE	WILLS COMPANY

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay
Date: October 15, 2024
Re: Request for Purchase – Straeffer Pump & Supply, Inc.

Background

The City of Belle Meade continues to service Myers grinder pump systems and replace, rebuilds and/or replaces parts for approximately ten (10) systems annually. Straeffer Pump & Supply Inc. is the regional supplier of Myers pumps and their related equipment.

The Board is recommended to authorize the sole-source, or non-competitive, purchases of 10 Myers Grinder Pumps for a total cost of \$17,440.00 to support maintenance requests in the current fiscal year.

Recommendation

The Board is recommended to approve the non-competitive purchase of ten (10) Myers pumps from Straeffer Pump & Supply Inc. for 17,440.00

Fiscal Impact

Funds are available in Sewer Capital Expenses.
412-52210-930

Attachments

Quote

A  Company

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

Building Activity

- Building Permits Issues – 10
 - Valuation - \$3,600,428
 - Permit Fees - \$18,364
- Building Inspections – 18
 - Inspections passed – 18
 - Inspections failed – 0

Stormwater Activity

- Land Disturbance Permit Applications – 2 (1025 Chancery Lane, 313 Lynwood Boulevard)
- Land Disturbance Permit Issued – 2 (612 Belle Meade Boulevard, 624 Westview Avenue)
- As-Built Completed – 0

Planning Activity

- Board of Zoning Appeals applications – 3
 - The application of Jenney Petrikin for Mark and Caroline McCormack, PJ #24-0003, 110 Bonaventure Place, for a variance to the side yard setback from 40' to 27'. APPROVED
 - The application of Kylee Ervin for Colormesonny Legacy Trust, PJ #24-0004, 110 Lynwood Terrace, for a conditional use for a swimming pool and variances for swimming pool and equipment outside the building envelope and a fence in an alternative location. DENIED
 - The application of Gavin Duke for Tom Cox, PJ #24-0005, 421 West Brookfield Avenue, for a conditional use for a swimming pool and variances for a fence in an alternative location. APPROVED
 - The application of Johnna Scott for 4401 Iroquois Avenue LLC, PJ #24-0009, 4401 Iroquois Avenue, for variances for maximum footprint, maximum gross floor, maximum driveway and turnaround area, and rear yard setback. APPROVED
 - The application of Kehilla High School for The Temple, PJ #24-0006, 5015 Harding Pike, for a school use within a religious assembly use. POSTPONED TO OCTOBER

- Planning Commission applications – 0
- Historic Zoning Commission applications – 5
 - 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. APPROVED
 - The application for a Certificate of Appropriateness, HZC2024-23, of Tori and Dave Alexander, 4424 Shepard Place to construct an addition to a single-family residence. APPROVED
 - The application for a Certificate of Appropriateness, PJ #24-0007, of Kaitlyn Smous representing The Benton Group, LLC, 402 Lynwood Boulevard to construct an addition to new single-family residence. APPROVED
 - The application for a Certificate of Appropriateness, PJ #24-0008, of Gavin Duke, 407 Lynwood Boulevard to construct an addition to new single-family residence. APPROVED
 - The application for a Certificate of Appropriateness, PJ #24-0011, of Charlie Rankin representing Matthew and Jana White, 4400 Howell Place, to construct an addition to single family residence. APPROVED

Code Enforcement Activity

- Building Cases – 1
 - New - 1
 - Resolved - 0
- Stormwater Cases – 2
 - New - 1
 - Resolved - 0
- Property Maintenance Cases – 4
 - New - 0
 - Resolved – 3
- Zoning Cases – 2
 - New – 1
 - Resolved - 2

Date	Permit #	Address	Improvement Type	Project Cost	Permit Fee	Company	Phone Number
9/12/2024	A24-0111	707 Lynnwood Blvd.	Demolition	N/A	\$1,000.00	Castle Homes	615-714-8278
9/12/2024	A24-0112	1022 Chancery Lane	Accessory Structure	\$250,000.00	\$1,360.00	Goodrum Construction	615-207-7489
9/16/2024	A24-0116	4424 E. Brookfield Ave.	Accessory Structure	\$500,000.00	\$1,660.00	Wisdom Construction	615-300-7106
9/16/2024	A24-0117	407 Lynnwood Blvd.	Addition	\$30,000.00	\$347.00	Homeowner	615-383-5084
9/16/2024	A24-0118	224 Lynnwood Blvd.	Interior Renovation	\$300,000.00	\$1,660.00	Phipps Construction	615-714-9911
9/17/2024	A24-0119	224 Lynnwood Blvd.	Addition	\$100,000.00	\$600.00	Phipps Construction	615-714-9911
9/25/2024	A24-0131	707 Lynnwood Blvd.	New Build	\$2,085,938.00	\$9,590.00	Castle Homes	615-714-8278
9/26/2024	A24-0132	4322 Glen Eden Dr.	Accessory Structure	\$9,490.00	\$187.00	Midtown Home Improvements	615-915-1285
9/30/2024	A24-0122	402 Lynnwood Blvd.	Addition	\$300,000.00	\$1,660.00	J. Scillian Construction	615-403-0464
9/30/2024	A24-0134	112 Belle Meade Blvd.	Fence	\$25,000.00	\$300.00	Elons Fence	615-403-6372



Inspection Location	Inspection Type	Status	End Date
208 PADDOCK LN	Framing	Pass	2024-09-03 12:25:00
630 ROYAL OAKS PL	Final	Pass	2024-09-04 12:30:00
1220 CHICKERING RD	Insulation	Pass	2024-09-05 12:25:00
1310 CHICKERING RD	Framing	Pass	2024-09-05 12:30:00
1219 CHICKERING RD	Framing	Pass	2024-09-05 13:35:00
116 JACKSON BLVD	Foundation	Pass	2024-09-06 10:55:00
411 JACKSON BLVD	Framing	Pass	2024-09-06 15:25:00
411 JACKSON BLVD	Final	Pass	2024-09-06 15:25:00
421 W BROOKFIELD AVE	Final	Pass	2024-09-10 12:05:00
508 BELLE MEADE BLVD	Final	Pass	2024-09-13 13:45:00
4424 E BROOKFIELD AVE	Foundation	Pass	2024-09-19 10:45:00
4406 HONEYWOOD DR	Framing	Pass	2024-09-19 13:15:00
401 SUNNYSIDE DR	Foundation	Pass	2024-09-20 10:50:00
815 BELLE MEADE BLVD	Final	Pass	2024-09-04 10:55:00
313 LYNNWOOD BLVD	Final	Pass	2024-09-09 10:55:00
313 LYNNWOOD BLVD	Final	Pass	2024-09-09 10:55:00
1109 BELLE MEADE BLVD	Final	Pass	2024-09-04 11:35:00
112 LYNNWOOD TER	Framing	Pass	2024-09-26 11:45:00

18 Inspections

PROPERTY MAINTENANCE CODE -- COMPLAINTS RECEIVED AND STATUS OF VIOLATIONS - Calendar Year 2024							
	Date of Complaint	Violation Address	Owner	Description	Department	Status upon Follow-up (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 on 21 August 2024. Still needs to remove shed from rear of house. Judge gave final continuation to 17 October 2024 to have done.
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 has gotten funding and has engaged a fence contractor. Says it will take two months. Scheduled follow up for 12 Aug. 2024. Conducted follow-up inspection and spoke with homeowner. They are actively working on flatwork in backyard around pool. Wanted to wait to install new fence until complete so that machinery can access back yard. Will conduct another follow-up inspection. Homeowners are finishing back yard flat work.
3	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. Homeowner has been cited into codes court for October 17.
4	6/11/2024	112 Lynnwood Blvd.	Jack Fleischer	LDP Violation	Stormwater	OPEN	Disturbing land outside of approved area. CEC is preparing a list of corrections.
5	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 30 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. Sent Email giving until September 2 to fix items listed. If not fixed by then will issue a court summons. Received email from property owner on 23 August 2024. States that most items have been remedied. Stated that she is in contact with a realtor and will be listing the house. House has been listed as of 29 August 2024. Case will continue to new homeowner.
6	8/27/2024	1207 Canterbury Dr.	Ray Hayles	Driveway in wrong area	Zoning	CLOSED	Planning Director Mary Samaniego received a complaint that a driveway at a new home was being built too close to the property line. Site topographical information has changed and multiple walls were added. Conducted site visit and verified. Landscape architect submitted new plans to contractor, updated plans were never sent to the city. Stop work order was placed on property. Updated plans were reviewed by the planning department. Violation has been remedied.
7	9/13/2024	1106 Nichol Ln.	Richard Hammett	Expired Certificate of Occupancy	Building	OPEN	A temporary Certificate of Occupancy was issued for this address on 18 March 2024 pending approved final as-builts. The temporary Certificate of Occupancy expired on 16 June 2024. Planning Director Mary Samaniego has asked for as-built drawings numerous times, but they have not been submitted. The house is currently being occupied without valid Certificate of Occupancy. NOV has been sent.
8	9/17/2024	121 Bellevue Dr. S.	Eleanor McCully	LDP Violation	Stormwater	OPEN	CEC conducted an intermediate inspection. They found that stockpiling of dirt has occurred outside of the approved limits and that dirt from disturbance is going into city drain. NOV sent
9	9/19/2024	801 Westview Ave.	David Turner	Flag in the right of way	Zoning	CLOSED	Homeowner has two flags mounted on the utility pole in the right of way. One is a political flag. Refuses to remove the flags stating that it is his 1st amendment right. Sent NOV. Homeowner has removed flags.

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Nathan McVay
Date: October 16, 2024
Re: Request for Purchase – BSA Troop 6 Nashville, TN

Background

The City of Belle Meade, through the Beautification Fund, annually purchases holiday wreaths for street posts throughout the city and at City Hall. No public funds are used for this project as the monies in the Beautification Fund are provided by the generous donations of our residents.

For several years, the City has purchased wreaths from the Boys Scouts of America Troop 6 and they have always been of good quality and provided with excellent service. Last year, the following vendors were contacted, and the Boy Scouts were significantly lower in price.

	Quantity	28" Balsam Fir with red bow – unit cost	Total Estimated Cost
Boy Scouts, Troop 6, West Meade	140	\$37.00	\$ 5,180
Maine Wreaths	140	\$69.95	\$ 9,793
My Vermont Wreaths	140	\$53.00	\$ 7,420

This year, we request that the Board approve this as a non-competitive purchase with the local Boy Scouts of America. We have not solicited other pricing as the Boy Scouts of America prices have increased only slightly from \$37.00 each last year to \$43.20 this year, which makes their prices still below last years' pricing available from Maine Wreaths and My Vermont Wreaths.

Recommendation

The Board is recommended to approve the purchase of 140 Holiday Wreaths and 150ft of garland from BSA Troop 6 for \$6,498.00.

Fiscal Impact

Funds are available in the Beautification Fund

123-44730-321

Attachments

Quote

From: robert sudderth <robertsudderth28@gmail.com>
Sent: Thursday, September 26, 2024 5:08 AM
To: Nathan McVay <nmcvay@citybellemeade.org>
Cc: Holly Jordan <hbjordan00@gmail.com>; John Faulkner <jfgc2001@aol.com>
Subject: Re: City of Belle Meade Christmas Wreaths

Good morning Nathan,

Thanks for reaching out last week about this year's Troop 6 fundraiser. This year we are excited to offer the Sherwood Forest Farms evergreen collection.

140 28" Mixed Evergreen wreaths

15(10' garland)

140 wreaths @ \$43.20 \$6,048.00

(10% discount)

15 pieces of garland @\$30.00 \$ 450.00

(13% discount)

TOTAL \$6,498.00



28" Mixed Evergreen Wreath

Price: \$48.00

The price above includes delivery to the Belle Meade City Hall building. Delivery this year will be the week following Thanksgiving to ensure a fresh product that is guaranteed to last through out the Holiday season.

The exact delivery date is TBA.

Thank you very much for Belle Meade's support in this year's annual fundraiser. If you have any questions please call or text me at 410- 963-2450.

Thank you,

Tom Sudderth

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CITY OF BELLE MEADE ADMINISTRATION

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: October 16, 2024
Re: Updates on Capital Projects

1. ARPA FUNDING – STREET SIGN ENHANCEMENTS – PUBLIC WORKS

- a. This project involves purchasing new sign posts and brackets to create a more visually consistent, attractive signage throughout the City of Belle Meade. In this first phase, all stop signs, yield signs, and other signs affixed to the same will be replaced at intersections throughout the City (approximately 99 individual locations and 160 signs).
- b. Bids are currently being solicited; the Invitation to Bid has been advertised on the City's website, through Vendor Registry, and in the Belle Meade News. Bid Opening for this project will occur at 9:00 a.m. on Friday, November 1st.

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

- a. Metro-Nashville approved an Interlocal Agreement between City of Belle Meade and NDOT (RS2024-762) and a project kick-off meeting to start the design process was held by phone on 10/07. Chip Knauf, with NDOT, will be the project manager and is working with consulting engineers with KCI Technologies on design.
- b. The Board of Commissioners will receive final cost estimates and agreements for actual design and construction expenses prior to NDOT awarding construction.

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

- a. On 9/30, submitted our third reimbursement request for this project. Approximately \$75,300 has been spent to date with 95% reimbursement from TDOT.
- b. TDOT Cultural Resources (Historic Preservation) received comments back from the TN-SHPO that they "concur that the Lynwood Terrace Historic District and Lynnmeade (Carpenter House) are eligible and will not be adversely affected by the undertaking. We need additional information before we can complete our review and assess effects to the culvert (in front of St. George's) in the report. Our office could not determine the eligibility of the culvert based on the information provided. Please provide more information...or provide information showing that it would not be adversely affected in order for us to complete our review."

- c. 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.

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

- a. Jennifer and Brandon Taylor, working with attorneys on both sides, have successfully revised the terms of the design contract. Upon final execution, the final design work can continue.
- b. The Board authorized the design contract at their regular meeting on August 21, 2024.

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

- a. Continue attending monthly town halls with TDEC on grant required milestones.
- b. A site visit with TDEC was completed on October 9, 2024.
- c. Our project team, consisting of Jennifer Moody, Nathan McVay and Mary Samaniego, working with the team from LDA. We have used our e-newsletter list (EMMA) to notify residents about the start of field work related to the project.

6. MASTER PLAN PROJECT – TRAFFIC CALMING – KCI ENGINEERING

- a. KCI has submitted a design proposal for the Board of Commissioners consideration on October's agenda 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

7. LOCAL FUNDING – WALNUT DR PROJECT – CEC ENGINEERING

- a. Project webpage at <https://citybellemeade.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.



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ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

500 11th Avenue North, Suite 290 • Nashville, TN 37203 • Phone 615.370.8410 • Fax 615.370.8455

Via Email: chip.knauf@nashville.gov

June 25, 2024

Mr. Chip Knauf, PE
Nashville Department of Transportation and Multimodal Infrastructure (NDOT)
700 President Ronald Reagan Way
Nashville, TN 37210

Re: Traffic Signal Design – Belle Meade Blvd. at Harding Place
Nashville, TN
Contract No. 6501353

Subject: Proposal for Traffic Engineering Services

Dear Mr. Knauf:

I am writing to outline the scope of services and compensation associated with KCI Technologies, Inc. (KCI) providing engineering services for the above referenced project. Specifically, KCI's role for this project will be to provide traffic signal design services at the intersection of Belle Meade Blvd. and Harding Place. Traffic signal design will include a fully reconstructed traffic signal with pedestrian accommodations for all legs of the intersection. This traffic signal is located within the city limits of Belle Meade and the design will be closely coordinated with the City. Coordination and meetings with NDOT, City of Belle Meade, and other stakeholders will be provided throughout design and construction.

SCOPE OF SERVICES

In order to achieve the objectives of the project, the following scope of work consists of two (2) primary tasks, which are described below:

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 Engineering. 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 1a – Survey

After completing the design and commencing construction on the signal, CONSOR Engineering will offer staking services to field-locate the proposed pole locations, as well as the existing Right of Way locations, as requested by NDOT.

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Task 2 – Traffic Signal Design Plans

Utilizing base survey information obtained in Task 1, KCI will prepare plans and specifications for the project. These plans will conform to current NDOT standards. KCI will coordinate with NDOT staff throughout the plan development process.

KCI will prepare construction documents and specifications, which are acceptable for bidding purposes. These documents will include traffic signal layout, curb layout, pavement marking plans, notes, details, specifications, and tabulated quantities. These construction documents will conform to NDOT standards and to the requirements specified in the MUTCD. Based on discussions with the NDOT staff, KCI will determine if special signal phasing or detection will be needed. KCI will coordinate with NDOT staff, as needed, throughout the traffic signal design and construction process. In addition, KCI will provide project management services related to monthly invoicing and scheduling throughout the project.

KCI will provide to NDOT one (1) digital (.pdf) copy of the plans.

Project Management, Coordination, and Meetings – KCI will coordinate with NDOT, City of Belle Meade, and other stakeholders, as needed, throughout the traffic signal design and construction process.

COMPENSATION

Contract price for the work specified above is as follows:

Task	Description of Work	Fee
Task 1	Survey	\$15,330.34
Task 1a	Pole and Right-of-Way Stake Out	\$2,800.84
Task 2	Traffic Signal Design	\$20,523.34
TOTAL		\$38,654.52

Work performed will be billed on an hourly basis according to the Metro approved hourly rates for Contract No. 6501353.

PROJECT SCHEDULE

The anticipated schedule for the survey portion of this project is **5 weeks** from notice to proceed. Once the survey is complete, KCI anticipates a schedule of **6 weeks** for 90% complete construction plans which will be submitted to NDOT for formal review. KCI expects **2 weeks** to incorporate any comments from the review and then resubmit for approval. KCI will work closely with NDOT staff to ensure that the schedule is coordinated and met.

KCI shall not have the authority or responsibility to supervise, direct or inspect the construction, and excludes any responsibility for contractor's means, methods or safety precautions and practices.

ADDITIONAL SERVICES

Any work, other than the scope of services outlined herein, shall be designated additional services. At such time that it is determined that these additional services are required, KCI Technologies, Inc. reserves the right to amend this proposal or execute a separate agreement that will provide such services. Services desired by the client, but not specifically outlined herein, can be provided on an hourly basis in accordance with each consultant's approved hourly rates.

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We look forward to working with you on this project. Please contact me if you have any questions or need further information.

Sincerely,
KCI Technologies, Inc.

A handwritten signature in blue ink, appearing to read "Brandon Taylor".

Brandon Taylor, P.E.
Practice Leader

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Nashville Department of Transportation and Multimodal Infrastructure						
Project: Belle Meade Blvd at Harding Place						
Client: NDOT						
Contract: #6501353 (On-Call Traffic Engineering Services)						
	Administration	Engineering Technician III	Project Engineer I	Project Engineer III	Principal Traffic Engineer	Total
Task 2 - Traffic Signal Design Plans	2.0	56.0	56.0	14.0	11.0	\$20,523.34
Field Review and Data Collection		8.0	8.0		1.0	
Traffic Signal Design	1.0	48.0	40.0	10.0	2.0	
Project Management, Coordination, and Meetings	1.0		8.0	4.0	8.0	
					Sub Total	\$20,523.34
						\$0.00
						\$20,523.34
						Direct Expenses
						Total Not to Exceed



Belle Meade Blvd @ Harding Place - Topographic Survey - Detailed Man Hour Estimate

Employee Classification/Category	Project Manager	Registered Land Surveyor	Aerial Surveyor	Survey Party Chief	Survey Assistant	CAD Technician	Administrator	Total
Project Management (Task 1)	4	4					2	\$ 1,538.34
Survey Control (Task 1)				4	4			\$ 636.56
Property Research (Task 1)						5		\$ 583.50
Property Reconnaissance (Task 1)				8	8			\$ 1,273.12
Utility Reconnaissance (Task 1)				8	8			\$ 1,273.12
Topographic Survey (Task 1)				20	20			\$ 3,182.80
Property & R.O.W. Drafting (Task 1)		12						\$ 1,655.04
Processing Field Data (Task 1)						20		\$ 2,334.00
CAD Conversion (Task 1)						10		\$ 1,167.00
QAQC (Task 1)		8				5		\$ 1,686.86
								\$ -
Signal Pole Layout (Task 2)		2		10	10	8		\$ 2,800.84
Manhours	4	26	0	50	50	48	2	
Hourly Rate	\$ 206.88	\$ 137.92	\$ 116.70	\$ 90.18	\$ 68.96	\$ 116.70	\$ 79.57	
Total	\$ 827.52	\$ 3,585.92	\$ -	\$ 4,509.00	\$ 3,448.00	\$ 5,601.60	\$ 159.14	\$ 18,131.18

Assumptions

1. Consor will provide land surveying services to prepare a Topographic Survey for signal design.
2. Topographic survey with the corresponding with the limits designated on the attached map.
3. Survey will be processed at a scale of 1 inch = 20 feet.
4. Contours will be generated at a 1 foot interval.
5. Right-of-Way and adjoining property lines will be drawn using best available field evidence collected during the survey along with current deeds or plats or plans of record.
6. No individual boundary surveys will be included in this proposal.
7. Underground utilities will be shown based upon above ground features and / or maps and plans by others requiring verification by appropriate governing authorities prior to any digging.
8. A Project Vertical Benchmark will be established in proximity to the project area.
9. Horizontal Datum will be based on TDOT GNSS NAD 83 (2011).
10. Vertical Datum will be based on NAVD 88 (GEOID Model 18).
11. Any requests for services not defined by this scope shall be negotiated based on current hourly Consor Engineers, LLC rates at the time of the request.

Schedule

Field work will commence within (2) business weeks of receiving written authorization to proceed.
Deliverables will be submitted within (3) business weeks thereafter.

Deliverables

OpenRoads (DGN) file
DTM (.TIN) file

Fee

Not to exceed



Jennifer Moody

From: Tahtia Mitchell <TMitchell@PEpartners.org>
Sent: Friday, September 6, 2024 10:56 AM
To: Jennifer Moody
Subject: NOTIFICATION LETTER - TnPRIMA SCHOLARSHIP

Follow Up Flag: Follow up
Flag Status: Flagged



9/6/2024

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

RE: EDUCATION & TRAINING PROGRAM 2024 TNPRIMA STATE CONFERENCE SCHOLARSHIP

Dear Jennifer :

I want to **CONGRATULATE** you on being awarded a “Partial Scholarship” opportunity from Public Entity Partners to attend the **TnPRIMA STATE CONFERENCE** in Franklin, Tennessee. Additional funding has opened for awarding a few of our members a “Partial Scholarship” to receive the paid registration fee (early bird only) for those who commute to attend the TnPRIMA State Conference. Public Entity Partners recognizes and appreciates your enthusiasm and hard work toward helping your entity control its risks. This award is non-transferable so if you are not able to attend this conference and use these scholarship funds, please contact us as soon as possible so that we may offer them to the next eligible candidate.

To receive the early bird registration rate and to register for TnPRIMA, please go to: www.tnprima.org.

Once you have attended the conference, please submit your paid registration receipt for reimbursement to Tahtia Mitchell either by fax to 615-371-9212 or email to tmitchell@PEpartners.org.

If you have any questions or concerns regarding this scholarship program, please do not hesitate to give me a call. Again, let me congratulate you for receiving this scholarship and your service to the profession of risk management.

Sincerely,

A handwritten signature in black ink that reads 'Chester Darden'.

Chester Darden

Director of Loss Control

800.624.9698 562 Franklin Road, Suite 200 Franklin, TN 37069 www.pepartners.org

CITY MANAGER RESIDENT CONTACT LOG			
DATE received	General Type	Description/Notes	Follow-up/Action
9/18/2024	lighting	reported their rear neighbor's flood lights are shining into their home; asked if city has regulations to address this nuisance	Matthew and Mary researched the code and no such regulations exist; Jennifer offered to contact the neighbor to make them aware of the concern and ask they consider changing the direction of the lights
9/18/2024	sewer grinder pump	reported by email via the city's website "general complaint" at 8:30 p.m. that their grinder pump was damaged during construction at their home and their neighbor's red light is on	Jennifer sent to Public Works and informed the resident, for future events and a faster response, to contact the non-emergency police dispatch line at 615-297-0241 which is manned 24/7 and public works is on-call 24/7 to respond to urgent matters
9/19/2024	construction	(2nd report of this issue) lots of dust generated from construction at 421 Royal Oaks Drive	Jennifer sent to the Building Inspector who will contact the contractor again about keeping the dust down and watering as needed to control it
9/23/2024	trimming	asks that we address overgrown hedges at the corner of Park Hill Drive and Leake Avenue that make it difficult to see on-coming traffic when pulling onto Leake Ave from Park Hill Dr	Jennifer sent to Public Works and emailed the homeowner to confirm an estimated time for them to be trimmed; if no response, we'll issue a notice of violation
9/30/2024	NES Power Surge	On 9/24/2024, approx. 3:44 p.m., a power surge caused significant damage to several homes in the Royal Oaks Place and Iroquois Avenue area; residents lost appliances, HVAC motors, pool equipment, garage doors, lightbulbs and lighting fixtures, breakers and surge protectors, generator damages.	Mayor Moore drafted a letter to NES on behalf of the City and our residents; Jennifer responded to the residents and started a file on NES claims; however, from a review, it does appear unlikely that NES will pay claims or accept any responsibility for the damages related to the power surge and that it is likely the wind during the storm caused trees or tree limbs to fall into lines causing the power surge; the City also incurred costs to make repairs to several grinder pump systems affected by the power surge
10/3/2024	City Hall dumpsters	very upset that residents are filling the dumpsters with boxes that are not being broken down; asks that we more strictly check for ids and ensure that contractors are not taking advantage of them	Rusty Terry and Jennifer spoke with the resident about the matter
10/7/2024	transit referendum	asked if we would post Thom Druffel's meeting on our website and also send out an announcement	Jennifer replied and provided a copy of the email blast I sent out to approx. 1,700 email addresses (Emma) that receive the monthly resident newsletters; also re-sent it on 10/07 as a reminder for the meeting on 10/08; notice also through the Belle Meade Connect app
10/7/2024	transit referendum	asked if there would be a virtual way to attend the District 23 meeting	Jennifer reached out to Thom Druffel and received a copy of a Zoom link for virtual attendance; also sent the link out via Emma
10/7/2024	dog/noise	requested that I send a letter to a neighbor who is leaving their dog outside to bark at late and early hours	Jennifer will contact the neighbor about the complaint

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CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: October 16, 2024
Re: Design Engineering Services for Traffic Calming Projects with KCI Technologies (Belle Meade Together Plan)

Background

The intent of this project is to implement traffic calming measures recommended in the Belle Meade Together Plan, the City of Belle Meade's Master Plan document. The consultants will use the master plan as guidance to design context-sensitive solutions for improvements to our street network.

The Board is recommended to move forward with two projects to be considered for 100% engineering design, which have been selected in consideration of evidence of need from our most recent traffic study, cost and timeliness of construction:

1. Traffic Calming on **W. Tyne Blvd** – install new traffic islands at two or three locations between Belle Meade Blvd and Nichol Ln
2. Traffic Calming on **Lynwood Blvd** – install new traffic islands in two locations in the 400 and 600 blocks of Lynwood Blvd

In the approved proposal, KCI proposed a lump sum fees for survey and design work and will track billable hours for project coordination and utility coordination as well as billing direct expenses as described in the Agreement. The grand total amount is not to exceed \$89,470.00.

			Proposed Scope of Work
Task 1:	\$ 35,800.00	Lump Sum	Survey
Task 2:	\$ 3,550.00	Lump Sum	Update to Conceptual Plans
Task 3:	\$ 35,600.00	Lump Sum	Final Traffic Calming Design Plans
Task 4:	\$ 9,500.00	Billed Hourly	Project Coordination & Management
Task 5:	\$ 4,520.00	Billed Hourly	Utility Coordination
Direct Expenses and Charges:	\$ 500.00	Billed as set in terms and conditions	Expenses or Charges for filing applications, permits, prints, special mailings, mileage, etc. during performance of services
Total:	\$ 89,470.00		

Recommendation

The Board is recommended to consider authorizing the proposed Engineering Services Agreement with KCI Technologies, in an amount not to exceed \$89,470, for Traffic Calming projects on W. Tyne Boulevard and Lynwood Boulevard, as supported by the Belle Meade Together Plan.

Fiscal Impact

Funding of \$240,000 is available to support this project in the current FY 2025 General Fund budget under "Capital Expenses – Public Works –Master Plan projects – phase 1", account 110-43100-930.

Attachments

Professional Services Proposal



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PROFESSIONAL SERVICES AGREEMENT LETTER

September 16, 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 – Traffic Calming Construction Plans – Multiple Locations

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: City of Belle Meade - Multiple Locations

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 phone call with KCI and the City of Belle Meade on 8/6/2024. Based on this call, it was discussed that the City would like to take the previous conceptual traffic calming designs into final construction plans which are able to be bid and constructed. The City would like to design three locations along W. Tyne Blvd and two locations along Lynwood Blvd. It is expected that the designs along W. Tyne Blvd. and Lynwood Blvd. will include a raised center median which will act as a traffic calming

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feature and minor roadway widening and pavement marking design will be needed at each location.

The following assumptions were made when preparing this proposal.

- It is expected that the new traffic calming features will be designed with concrete or pavers and general landscaping. KCI can coordinate with the Belle Meade beatification committee on final hardscape and landscape features.
- 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 4 for an estimate on number of meetings.

The traffic calming features 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 – Update to the Conceptual Plans – W. Tyne Blvd.

Under a previous contract between KCI and the City of Belle Meade, KCI recommended traffic calming improvements at multiple locations around the City of Belle Meade. For W. Tyne Blvd from Belle Meade Blvd. to Page Road it was recommended that traffic calming features that resemble faux bridges were to be installed. As part of conversations internal to the City of Belle Meade it was determined that center median traffic calming features would be more appropriate along this roadway. This task includes updating the previous conceptual traffic calming features along W. Tyne Blvd to be center median traffic calming features. This task will also determine the location of the medians.

The updated traffic calming concept plans for W. Tyne Blvd. will be shared and reviewed by the City of Belle Meade for concurrence prior to progressing to Task 3.

Task 3 – Final Traffic Calming Design Plans – Multiple Locations

KCI will prepare final design plans for the traffic calming features shown in Appendix A of this proposal. As shown, the traffic calming features include center medians at two locations along Lynwood Blvd. and three locations along W. Tyne Blvd. These locations and layouts are based on the traffic calming study that KCI previously performed.

The tasks required to complete the final plans include the following:

- KCI will prepare final traffic calming design plans which are acceptable for construction purposes. The 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 final design plans are expected to consist of the follow sheets and items below
 - Title Sheet, General Notes, Quantities
 - Technical Specifications if needed
 - Typical Sections, Present Layout, Proposed layout, Special Profiles if needed
 - Grading sheets, and EPSC Sheets
 - General Details if needed, Signing and Pavement Marking Plan
 - 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.
 - Engineering cost estimate
- KCI will use the standard pavement design required by City of Belle Meade and NDOT for any roadway widening. 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 not anticipated for this project.

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 – 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.

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Ver. March 2022

- Meetings with the project team throughout the design will be held, as needed. This scope of work includes up to five (5) 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 5 - 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 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: **\$500.00**

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

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Ver. March 2022

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.
- Meetings in addition to those specifically identified in the Scope of Services.
- Checking of work performed by others.
- Street lighting
- Landscape design. This can be provided as an additional service if needed.
- Irrigation design
- 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 **\$35,800.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 2 – Update to Conceptual Plans – W. Tyne Blvd.** in the Scope of Services above will be a lump sum of **\$3,550.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 3 – Final Traffic Calming Design Plans – Multiple Locations** in the Scope of Services above will be a lump sum of **\$35,600.00** and will be invoiced monthly on the basis of percentage of work performed.

KCI's fee for the Work listed for **Task 4 – 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 for **Task 4 - Project Coordination and Management** is **\$9,500.00**.

KCI's fee for the Work listed for **Task 5 – 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 for **Task 5 – Utility Coordination** is **\$4,520.00**.

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 these traffic calming improvements. 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,



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Beth Ostrowski
Regional Practice Leader
500 11th Avenue North, Suite 290. Nashville, TN 37203

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

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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@citybellemead.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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City Of Belle Meade - General Fund
Condensed Financial Statement - (Budget vs Actual)
August 31, 2024

	Fiscal 2025 Budget	YTD 2025 Budget	YTD August-24 Actual	YTD Actual vs Budget	YTD Actual vs Budget
Operating Revenue					
Property and other taxes	\$ 3,334,201	\$ -	\$ -	\$ -	0%
Mixed drink taxes	55,000	4,583	4,880	297	6%
Permits and fees	250,000	40,669	42,539	1,870	5%
State sales taxes	359,724	29,977	24,980	(4,997)	-17%
State income taxes	-	-	-	-	0%
Gross receipts - TVA	35,392	-	-	-	0%
Franchise taxes	60,000	-	-	-	0%
In lieu of tax - utilities	5,000	-	-	-	0%
Road Maintenance Fee MOU	297,872	-	-	-	0%
Public safety charges	60,000	10,000	30,678	20,678	207%
Stormwater User Fee	-	-	-	-	0%
Court fines and costs	210,000	35,000	42,191	7,191	21%
State beer tax	1,334	-	-	-	0%
State-city streets	5,309	442	559	117	26%
Sports betting tax	5,222	-	-	-	0%
Other revenues	1,460	243	8	(235)	-97%
Interest earnings	400,000	66,667	123,051	56,384	85%
Net Change in Value of Investments	-	-	81,235	81,235	0%
Contributions	15,000	-	100	100	0%
	\$ 5,095,514	\$ 187,581	\$ 350,221	\$ 162,640	35%
Operating Expenditures					
General government	\$ 1,027,687	\$ 171,281	\$ 152,368	\$ 18,913	-11%
Police	2,469,229	411,538	332,430	79,108	-19%
Building inspection	255,293	42,549	31,356	11,193	-26%
Public Works	279,859	46,643	18,834	27,809	-60%
Stormwater	-	-	-	-	0%
Solid waste collection	635,300	105,883	101,572	4,311	-4%
Landscape Services	167,000	27,833	24,247	3,586	-13%
	\$ 4,834,368	\$ 805,728	\$ 660,807	\$ 144,921	-133%
Excess rev vs (exp) from Operations	\$ 261,146	\$ (618,147)	\$ (310,586)	\$ 17,719	168%
Capital Revenue and Expenditures					
Grant Revenue	925,009	-	-	-	0%
Transfer In from Undesignated Fund Balance	-	-	-	-	0%
Capital Project Expenses	2,982,055	497,009	8,219	488,790	-98%
Net rev vs net (exp)	\$ (1,795,900)	\$ (1,115,156)	\$ (318,805)	\$ 796,351	61%
Assets			August 31, 2024	August 31, 2023	
Cash			\$ 111,133	\$ 110,850	
Investments			7,066,500	10,344,482	
Investments - Designated			10,126,793	6,358,473	
Property taxes receivable			3,357,543	3,357,543	
Other receivables			192,747	169,594	
Other assets			118,277	126,336	
			\$ 20,972,993	\$ 20,467,278	
Liabilities and Reserves					
Payables and accrued liab			\$ 6,093	\$ 132,021	
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			7,154,265	10,035,551	
Revenues < expenditures			(318,805)	(163,990)	
			\$ 20,972,993	\$ 20,467,278	

City of Belle Meade - General Fund
Condensed Financial Statement - 4 Year Summary
August 31, 2024

	YTD August-24 Actual	YTD August-23 Actual	YTD August-22 Actual	YTD August-21 Actual	Average August 2021 to 2024
Operating Revenue					
Property and other taxes	\$ -	\$ 5,977	\$ 2,413	\$ -	\$ 2,097
Mixed drink taxes	4,880	11,422	10,660	8,288	8,813
Permits and fees	42,539	84,316	122,461	80,989	82,576
State sales taxes	24,980	53,426	52,585	52,654	45,911
State income taxes	-	-	-	-	-
Gross receipts - TVA	-	-	-	-	-
Franchise taxes	-	12,697	18,340	21,535	13,143
In lieu of tax - utilities	-	-	-	-	-
Sports betting tax	-	-	-	-	-
Road Maintenance Fee MOU	-	-	-	297,872	74,468
Public safety charges	30,678	16,684	12,570	9,230	17,291
Stormwater User Fee	-	244,328	174,954	55,502	118,696
Court fines and costs	42,191	24,797	46,232	48,727	40,487
State beer tax	-	699	720	704	531
State-city streets	559	886	886	925	814
Other revenues (includes grants)	8	835	674	33,996	8,878
Interest earnings	123,051	109,522	33,276	17,328	70,794
Net Change in Value of Investments	81,235	24,554	8,105	(15,337)	24,639
Contributions	100	25	-	27,605	6,933
	<u>\$ 350,221</u>	<u>\$ 590,168</u>	<u>\$ 483,876</u>	<u>\$ 640,018</u>	<u>\$ 516,071</u>
Operating Expenditures					
General government	\$ 152,368	\$ 125,950	\$ 145,702	\$ 122,796	\$ 136,704
Police	332,430	398,811	316,078	305,365	338,171
Building inspection	31,356	11,263	21,185	22,007	21,453
Public Works	18,834	31,061	41,008	35,154	31,514
Stormwater	-	557	103,286	101,924	51,442
Solid waste collection	101,572	142,847	128,579	103,327	119,081
Landscape Services	24,247	24,466	25,613	20,876	23,801
	<u>\$ 660,807</u>	<u>\$ 734,955</u>	<u>\$ 781,451</u>	<u>\$ 711,449</u>	<u>\$ 722,166</u>
Excess rev vs (exp) from Operations	<u>\$ (310,586)</u>	<u>\$ (144,788)</u>	<u>\$ (297,575)</u>	<u>\$ (71,431)</u>	<u>\$ (206,095)</u>
Capital Revenue and Expenditures					
Grant Revenue	-	-	-	-	-
Transfer In from Undesignated Fund Balance	-	-	-	-	-
Capital Project Expenses	8,219	19,202	25,513	24,464.00	19,350
Net rev vs net (exp)	<u>\$ (318,805)</u>	<u>\$ (163,990)</u>	<u>\$ (323,088)</u>	<u>\$ (95,895)</u>	<u>\$ (225,444)</u>
Assets					
Cash	\$ 111,133	\$ 110,850	\$ 238,028	\$ 298,545	
Investments	7,066,500	10,344,482	9,269,538	9,210,807	
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	192,747	169,594	158,103	158,626	
Other assets	118,277	126,336	85,426	80,497	
	<u>\$ 20,972,993</u>	<u>\$ 20,467,278</u>	<u>\$ 19,095,348</u>	<u>\$ 18,063,815</u>	
Liabilities and Reserves					
Payables and accrued liab	6,093	132,021	30,819	35,870	
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	7,154,265	10,035,551	9,619,360	9,808,500	
Revenues < expenditures	(318,805)	(163,990)	(323,088)	(95,895)	
	<u>\$ 20,972,993</u>	<u>\$ 20,467,278</u>	<u>\$ 19,095,348</u>	<u>\$ 18,063,815</u>	

City of Belle Meade
Other Revenue Breakdown
For the month ended, August 31, 2024

Solicitor Permits		\$ 10
	Totals	<u>\$ 10</u>



Capital Budget Report - General Fund - August 31, 2024



Project/Budget Item	FY 25	FY 26	FY 27	FY 28	FY 29	Total	Actual Spent FY 25	Budget Variance FY 25
<u>Fleet Replacement</u>								
Vehicle Replacement	\$242,000	\$254,100	\$162,068	\$170,172	\$178,681	\$1,007,021	\$0	\$242,000
Total Fleet Replacement	\$242,000	\$254,100	\$162,068	\$170,172	\$178,681	\$1,007,021	\$0	\$242,000
<u>Machinery and Equipment</u>								
Video Security System	\$104,726	\$84,000	\$0	\$0	\$0	\$188,726	\$0	\$104,726
Computers, Monitors, Servers, GTAC tablets, In-car radio	\$97,400	\$0	\$0	\$0	\$0	\$97,400	\$6,494	\$90,906
Street signs enhancement project, Harding PL/BMB signal upgrade, portable generator	\$802,300	\$0	\$0	\$0	\$0	\$802,300	\$1,725	\$800,575
Total Machinery and Equipment	\$1,004,426	\$84,000	\$0	\$0	\$0	\$1,088,426	\$8,219	\$996,207
<u>Streets</u>								
Street paving- Per paving plan	\$350,000	\$350,000	\$350,000	\$350,000	\$350,000	\$1,750,000	\$0	\$350,000
Street paving- Master Plan, BMB safety pedestrian safety project, Public Works garage door lift, TDOT sidewalk project	\$1,385,630	\$1,556,250	\$643,207	\$0	\$0	\$3,585,087	\$0	\$1,385,630
Total Streets	\$1,735,630	\$1,906,250	\$993,207	\$350,000	\$350,000	\$5,335,087	\$0	\$1,735,630
Total	\$2,982,056	\$2,244,350	\$1,155,275	\$520,172	\$528,681	\$7,430,534	\$8,219	\$2,973,837

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

City of Belle Meade, Tennessee
Statement of Net Position
Proprietary Fund (Sewer Fund)
August 31, 2024

ASSETS	FY 2025	FY 2024
Current assets:		
Cash and cash equivalents	\$ 230,234	\$ 257,629
Cash and cash equivalents- restricted		
Investments	1,921,471	1,524,981
Receivables (net of allowance for uncollectible)	51,018	46,076
Prepays	6,225	6,408
Inventory	11,069	13,438
Total current assets	<u>2,220,017</u>	<u>1,848,532</u>
Noncurrent assets:		
Capital assets		
Construction in progress	-	-
Improvements other than buildings	555,598	555,598
Machinery and equipment	7,365,377	7,261,853
Accumulated Depreciation	<u>(6,922,205)</u>	<u>(6,765,664)</u>
Total capital assets (net of accumulated depreciation)	<u>998,770</u>	<u>1,051,786</u>
TOTAL ASSETS	<u>\$ 3,218,787</u>	<u>\$ 2,900,318</u>
LIABILITIES		
Current Liabilities:		
Accounts payable	21,605	22,320
Purchase orders payable	-	-
TOTAL CURRENT LIABILITIES	<u>21,605</u>	<u>22,320</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>28,574</u>	<u>29,050</u>
NET POSITION		
Change in Net Position	79,778	63,492
Net investment in capital assets	166,086	322,627
Restricted	-	-
Unrestricted	<u>2,944,349</u>	<u>2,485,149</u>
TOTAL NET POSITION	<u>3,190,213</u>	<u>2,871,268</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,218,787</u>	<u>\$ 2,900,318</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended August 31, 2024

	FY 2025 BUDGET	FY 2025 BUDGET YTD	FY 2025 ACTUAL YTD	FY 2024 ACTUAL YTD	Variance Actual vs Budget
Operating revenues:					
Sewer user fees	\$ 511,617	\$ 85,270	\$ 99,824	\$ 91,001	17%
Permits	1,600	267	200	-	-25%
Total operating revenues	513,217	85,536	100,024	91,001	17%
Operating expenses:					
Salaries	66,905	11,151	8,745	6,675	22%
Payroll Taxes	5,118	853	647	490	24%
Health/Dental & Life Ins.	16,351	2,725	2,256	2,247	17%
Retirement	4,738	790	744	696	6%
Clothing & Uniforms	1,330	222	23	21	90%
Education & Training	820	137	-	50	100%
Telephone, Internet	1,500	250	160	181	36%
Professional Services	20,630	3,438	800	-	77%
Insurance	7,800	1,300	1,245	1,456	4%
Repair & Maintenance Pumps	53,950	8,992	4,356	3,477	52%
Repair & Maintenance Vehicle	2,000	333	1,700	792	-410%
Repair & Maintenance Other Equipment	1,500	250	-	-	100%
Operating Supplies	1,351	225	-	-	100%
Chemicals	115,000	28,750	26,400	24,300	8%
Gasoline, Oil	6,000	1,000	152	519	85%
Consumable Tools	500	83	-	-	100%
Depreciation	275,000	-	-	-	0%
Total operating expenses	580,493	60,499	47,228	40,903	22%
Operating income	(67,276)	25,037	52,796	50,098	-111%
Nonoperating revenues:					
Interest income	60,000	10,000	17,182	13,394	-72%
Other income - TDEC grant	666,646	-	-	-	0%
Gain (loss) on sale of assets	-	-	-	-	0%
Total nonoperating revenues (expenses)	726,646	10,000	17,182	13,394	-72%
Income before contributions and transfers	659,370	35,037	69,978	63,492	-100%
Contributions and transfers					
Tap and access fees	16,000	2,667	2,000	-	25%
Capital contributions	55,850	9,308	7,800	-	16%
Total contributions and transfers	71,850	11,975	9,800	-	18%
Change in position	\$ 731,220	\$ 47,012	\$ 79,778	\$ 63,492	-70%

City of Belle Meade, Tennessee
4 Year summary
Proprietary Fund (Sewer Fund)
August 31, 2024

ASSETS	FY 2025	FY 2024	FY 2023	FY 2022
Current assets:				
Cash and cash equivalents	\$ 230,234	\$ 257,629	\$ 208,961	\$ 273,467
Cash and cash equivalents- restricted	-	-	-	-
Investments	1,921,471	1,524,981	1,386,595	1,079,991
Receivables (net of allowance for uncollectible)	51,018	46,076	46,015	52,076
Prepays	6,225	6,408	4,496	4,261
Inventory	11,069	13,438	15,064	5,548
Total current assets	<u>2,220,017</u>	<u>1,848,532</u>	<u>1,661,131</u>	<u>1,415,343</u>
Noncurrent assets:				
Capital assets				
Construction in progress	-	-	-	-
Improvements other than buildings	555,598	555,598	555,598	555,598
Machinery and equipment	7,365,377	7,261,853	6,990,691	6,840,481
Accumulated Depreciation	(6,922,205)	(6,765,664)	(6,499,371)	(6,251,659)
Total capital assets (net of accumulated depreciation)	<u>998,770</u>	<u>1,051,786</u>	<u>1,046,918</u>	<u>1,144,420</u>
TOTAL ASSETS	<u>\$ 3,218,787</u>	<u>\$ 2,900,318</u>	<u>\$ 2,708,049</u>	<u>\$ 2,559,763</u>
LIABILITIES				
Current Liabilities:				
Accounts payable	21,605	22,320	19,603	27,740
Purchase orders payable	-	-	-	-
TOTAL CURRENT LIABILITIES	<u>21,605</u>	<u>22,320</u>	<u>19,603</u>	<u>27,740</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>28,574</u>	<u>29,050</u>	<u>24,034</u>	<u>32,283</u>
NET POSITION				
Change in Net Position	79,778	63,492	76,049	99,204
Net investment in capital assets	166,086	322,627	588,920	836,632
Restricted	-	-	-	-
Unrestricted	<u>2,944,349</u>	<u>2,485,149</u>	<u>2,019,046</u>	<u>1,591,644</u>
TOTAL NET POSITION	<u>3,190,213</u>	<u>2,871,268</u>	<u>2,684,015</u>	<u>2,527,480</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 3,218,787</u>	<u>\$ 2,900,318</u>	<u>\$ 2,708,049</u>	<u>\$ 2,559,763</u>

City of Belle Meade, Tennessee
Statement of Revenues, Expenses and Change in Net Position
Proprietary Fund (Sewer Fund)
For the month ended August 31, 2024

	August 2024	August 2023	August 2022	August 2021	4 Year
	FY Actual YTD	FY Actual YTD	FY Actual YTD	FY Actual YTD	Average
Operating revenues:					
Sewer user fees	\$ 99,824	\$ 91,001	\$ 92,603	\$ 99,194	\$ 95,656
Permits	200	-	400	600	300
Total operating revenues	\$ 100,024	\$ 91,001	\$ 93,003	\$ 99,794	\$ 95,956
Operating expenses:					
Salaries	\$ 8,745	\$ 6,675	\$ 8,854	\$ 8,899	\$ 8,293
Payroll Taxes	647	490	660	644	610
Health/Dental & Life Ins.	2,256	2,247	2,070	974	1,887
Retirement	744	696	663	752	714
Clothing & Uniforms	23	21	71	148	66
Education & Training	-	50	-	-	13
Telephone, Internet	160	181	182	182	176
Professional Services	800	-	360	360	380
Insurance	1,245	1,456	899	855	1,114
Repair & Maintenance Pumps	4,356	3,477	1,492	4,366	3,423
Repair & Maintenance Vehicle	1,700	792	171	253	729
Repair & Maintenance Other Equipment	-	-	-	-	-
Operating Supplies	-	-	21	-	5
Chemicals	26,400	24,300	24,600	23,400	24,675
Gasoline, Oil	152	519	1,369	128	542
Consumable Tools	-	-	-	-	-
Depreciation	-	-	-	-	-
Total operating expenses	\$ 47,228	\$ 40,903	\$ 41,412	\$ 40,961	\$ 42,626
Operating income	\$ 52,796	\$ 50,098	\$ 51,591	\$ 58,833	\$ 53,329
Nonoperating revenues:					
Interest income	17,182	13,394	3,901	37	8,629
Other income	-	-	-	12,500	3,125
Gain (loss) on sale of assets	-	-	-	-	-
Total nonoperating revenues (expenses)	17,182	13,394	3,901	12,537	11,754
Income before contributions and transfers	69,978	63,492	55,492	71,370	65,083
Contributions and transfers					
Tap and access fees	2,000	-	4,000	6,000	3,000
Capital contributions	7,800	-	16,557	21,834	11,548
Total contributions and transfers	9,800	-	20,557	27,834	14,548
Change in position	\$ 79,778	\$ 63,492	\$ 76,049	\$ 99,204	\$ 79,631

City of Belle Meade - Stormwater
Condensed Financial Statement
August 31, 2024

	Fiscal 2024 Budget	YTD 2024 Budget	YTD August-24 Actual
Revenue			
Stormwater User Fees	\$ 296,000	\$ 222,000	\$ 231,919
	<u>\$ 296,000</u>	<u>\$ 222,000</u>	<u>\$ 231,919</u>
Expenditures			
Consultant's Services	72,960	12,160	-
Repair & Maintenance - Other	178,240	118,827	137,357
Other Improvements - Capital	500,000	83,333	-
	<u>\$ 751,200</u>	<u>\$ 214,320</u>	<u>\$ 137,357</u>
Net rev vs (net exp)	<u>\$ (455,200)</u>	<u>\$ 7,680</u>	<u>\$ 94,562</u>
Assets			
Cash			\$ 94,562
Other receivables			-
Other assets			-
			<u>\$ 94,562</u>
Liabilities and Reserves			
Payables and accrued liabilities			-
Fund Balance			-
Revenues < expenditures			94,562
			<u>\$ 94,562</u>

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**City of Belle Meade
Investment Schedule
Certificates of Deposit Laddering
September 30, 2024**

First Horizon Advisors Account	2024	
	Current Period	
Beginning Balance	\$	7,551,921.13
Additions & Withdrawals		(53,006.53)
Interest Income		42,340.41
Taxes, Fees & Expenses		-
Change in Value		19,537.37
Ending Balance	\$	7,560,792.38

Interest Income (includes First Horizon Checking Account):

July 2024	\$	25,126.73
August		13,406.27
September		42,340.41

TOTAL	\$	80,873.41
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City of Belle Meade
Investment Schedule - General Fund
Local Government Investment Pool
Balance at September 30, 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	\$ 9,046,581	5.15%	5.27%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 38,215.92
Fiscal year-to-date	\$ 122,479.97

Cash Transfers**From Investment Pool to Operating Cash (withdrawal):**

9/5/2024	\$ 150,000.00
----------	---------------

Total	\$ 150,000.00
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From Operating Cash to Investment Pool (deposit):

Total	\$ -
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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.	12,090.63
	<u>\$ 659,194.63</u>

City of Belle Meade
Investment Schedule - Sewer Fund
Local Government Investment Pool
Balance at September 30, 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	\$ 2,079,731	5.15%	5.27%	Earnings rate is monthly average

Interest Earnings

Current month	\$ 8,260.32
Fiscal year-to-date	\$ 25,442.70

Cash Transfers

From Investment Pool to Operating Cash (withdrawal):

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

From Operating Cash to Investment Pool (deposit):

Total	\$ -
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September 30, 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 September 7, 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
112 Lynnwood Boulevard (Fleischer residence)	\$337.44
1207 Canterbury Drive (Hayles residence)	\$72.69
415 West Tyne Drive (Frist residence)	\$317.19
4400 Iroquois Avenue (Edwards residence)	\$1,095.19
4424 East Brookfield Avenue (Harris residence)	\$378.19
508 Park Center Drive (Caldwell residence)	\$296.69
612 Belle Meade Boulevard (Hardy residence)	\$797.69
621 Westview Avenue (Murfree residence)	\$448.69
624 Westview Avenue (Savage residence)	\$500.44
707 Lynnwood Boulevard (Frey residence)	\$865.94
1025 Chancery Lane (Isham residence)	\$45.95
402 West Brookfield Avenue (MFD Trust residence)	\$296.70
606 Westview Avenue (Colclasure residence)	\$237.95

Ms. Jennifer Moody, City Manager
CEC Project 040-655
Page 2
September 30, 2024

Thank you for the opportunity to assist the City by providing engineering review services for land disturbing activity and other storm water and sanitary sewer related issues within the City. Please call me at 333-7797 if you have any questions concerning this project or this invoice.

Very truly yours,
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Steve Casey", is written over a light blue circular stamp.

Steven E. Casey, P.E., CPESC
Senior Principal
Enclosure

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

October 5, 2024
 Project No: 040-655
 Invoice No: 447123

Project 040-655 City of Belle Meade Develop BMP Manual

email: jmoody@citybellemeades.org

cc: lmills@citybellemeades.org

Professional Services through September 7, 2024

Task 0004 Engineering review services

Professional Fees

	Hours	Rate	Amount
Casey, Steven 402 West Brookfield Ave - 3rd review	.25	270.00	67.50
Casey, Steven 112 Lynnwood Blvd - NOV response review	.25	270.00	67.50
Casey, Steven 1207 Canterbury Dr - reviewing revised drainage plan and emailing initial comments to Mary	.25	270.00	67.50
Casey, Steven 415 West Tyne Dr - 4th as-built review	.25	270.00	67.50
Casey, Steven 4400 Iroquois Avenue - 2nd review	.50	270.00	135.00
Casey, Steven 4424 East Brookfield Ave - construction revision review	.25	270.00	67.50
Casey, Steven 508 Park Center - 2nd review	.25	270.00	67.50
Casey, Steven 612 Belle Meade Blvd - 1st review	.50	270.00	135.00
Casey, Steven 612 Belle Meade Blvd - 2nd review	.25	270.00	67.50
Casey, Steven 621 Westview Ave - construction revision first review	.25	270.00	67.50
Casey, Steven 624 Westview Ave - 1st review	.25	270.00	67.50
Casey, Steven 707 Lynnwood Blvd - 1st review	1.00	270.00	270.00
Casey, Steven project mgmt	.25	270.00	67.50
Guy-Baker, Christine 1025 Chancery Lane Buffer Email	.25	163.00	40.75
Guy-Baker, Christine 112 Lynnwood Blvd NOV Response 1st Review	1.50	163.00	244.50

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

Project	040-655	City of Belle Meade Develop BMP Manual		Invoice	447123
Guy-Baker, Christine		1.25	163.00	203.75	
402 West Brookfield Avenue 3rd Review					
Guy-Baker, Christine		3.25	163.00	529.75	
4400 Iroquois Ave 2nd Review					
Guy-Baker, Christine		1.75	163.00	285.25	
4424 East Brookfield Ave Construction Revision 1st Review					
Guy-Baker, Christine		.50	163.00	81.50	
606 Westview Avenue 3rd Review					
Guy-Baker, Christine		.75	163.00	122.25	
612 Belle Meade Blvd 1st Review					
Guy-Baker, Christine		1.50	163.00	244.50	
612 Belle Meade Blvd 2nd Review					
Guy-Baker, Christine		1.75	163.00	285.25	
621 Westview Avenue Construction Revision 1st Review					
Hair, Kalei		.75	121.00	90.75	
1st Construction Revision review for 621 Westview Ave.;					
Hair, Kalei		.50	121.00	60.50	
2nd plan review for 612 Bellemeade Blvd.;					
Hair, Kalei		1.25	121.00	151.25	
3rd plan review for 606 Westview Ave.;					
Hair, Kalei		1.25	121.00	151.25	
4400 Iroquis Ave 2nd review;					
Hair, Kalei		.75	121.00	90.75	
4400 Iroquois Ave. Resubmital Review;					
Palmer, Linda		.25	81.00	20.25	
112 Lynwood Blvd NOV Response					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting - 4400 Iroquois Avenue					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
402 W. Brookfield Ave., 3rd					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
4424 E. Brookfield Ave., Constr. Rev.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
508 Park Center Drive, 2nd Rev.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
612 Belle Meade Blvd, 1st Rev.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
612 Belle Meade Blvd, 2nd Rev.					
Thompson, Michele		.25	81.00	20.25	
Editing/Formatting					
624 Westview Ave, 1st Rev.					
Thompson, Michele		.25	81.00	20.25	

Project	040-655	City of Belle Meade Develop BMP Manual	Invoice	447123
Editing/Formatting				
707 Lynwood Vld, 1st				
Thornton, Joseph	1.00	163.00	163.00	
415 West Tyne Drive - 4th As-built Review				
Thornton, Joseph	.50	163.00	81.50	
415 West Tyne Drive - 4th Review As-built				
Thornton, Joseph	1.00	163.00	163.00	
4400 Iroquois Ave - 2nd Review				
Thornton, Joseph	1.25	163.00	203.75	
508 Park Center Drive - 2nd Review				
Thornton, Joseph	.75	163.00	122.25	
612 Belle Meade Blvd - 1st Review				
Thornton, Joseph	2.50	163.00	407.50	
624 Westview Ave - 1st Review				
Thornton, Joseph	3.25	163.00	529.75	
707 Lynnwood Blvd - 1st Review				
Thornton, Joseph	.25	163.00	40.75	
707 Lynnwood Blvd - first review, helping Mary Peffen gain access to online portal				
	34.25		5,690.75	
			5,690.75	
Total this Task			\$5,690.75	
Amount Due This Invoice			\$5,690.75	

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



1441 Elm Hill Pike
Nashville, TN 37210

Invoice

Date	Invoice #
9/19/2024	3388-2

Bill To					
The City of Belle Meade 4705 Harding Road Nashville, TN 37205					
Attention:	Pay App No.	Terms	Project		
Jennifer Moody	2	Due on receipt	Belle Meade Resurfacing '24 #3388		
Description		Qty	Units	Rate	Amount
City of Belle Meade Resurfacing '24					
Bellevue Drive South		1	LS	56,500.00	56,500.00
Royal Oaks Place		1	LS	63,500.00	63,500.00
Manor Drive		1	LS	27,500.00	27,500.00
Drew Place		1	LS	22,500.00	22,500.00
Bond		1	LS	1,050.00	1,050.00
Amount Due this Billing					171,050.00
We appreciate your business!			Total		\$171,050.00
Phone #	Fax #	Email Address	Payments/Credits		\$0.00
615-627-2901	615-627-2906	mjohnson@fourstarpaving.com	Balance Due		\$171,050.00

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



Invoice

DATE	INVOICE #
10/1/2024	78346

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
NATHAN	Net 30		10/1/2024			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
38	MTL	E/ONE DUPLEX PROTECT PLUS ALTERNATING PANEL WITH SENTRY ADVISOR PER QUOTE# AS-229 FREIGHT			2,598.00	98,724.00
1	FR				240.13	240.13
					Total	\$98,964.13



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

500 11th Avenue North, Suite 290 • Nashville, TN 37203 • Phone 615.370.8410

INVOICE

Remit To: KCI Technologies, Inc. P.O. Box 791479
Baltimore, MD 21279-1479

KCI Invoice No.: ARIV1000729

Invoice Date: 9/25/2024

KCI Project No.: 00004691_00001

Jennifer Moody
City Manager
City of Belle Meade
4705 Harding Road
Nashville, TN 37205
jmoody@citybellemeadetn.org

Project: Belle Meade Blvd Pedestrian Pathway
Conceptual Layout, Schedule, And Opinion of
Probably Cost (Harding Place to Page Road)

Professional Services From July 1, 2024 - August 31, 2024

Description-Lump Sum Tasks:	Lump Sum Fees	Percent Complete	Prior Billed	Total Billed	Current Billed
Draft Pedestrian Pathway Conceptual Design	\$21,250.00	100%	\$21,250.00	\$21,250.00	\$0.00
BOC Workshop (Optional)	\$2,500.00	100%	\$2,500.00	\$2,500.00	\$0.00
Final Pedestrian Pathway Conceptual Design	\$6,250.00	100%	\$4,062.50	\$6,250.00	\$2,187.50
Total:	\$30,000.00	100%	\$27,812.50	\$30,000.00	\$2,187.50
Sub-Total Amount Due:					\$2,187.50

Project Coordination & Management

Project Engineer I
Project Engineer II
Project Engineer III
Principal Traffic Engineer
Principal

Hours	Rate	Billed Amount
0.00	\$135.00	\$0.00
12.00	\$155.00	\$1,860.00
1.50	\$190.00	\$285.00
10.50	\$245.00	\$2,572.50
0.00	\$330.00	\$0.00
Sub-Total Amount Due:		\$4,717.50

Estimated Reimbursables:

Mileage
Printing

Units	Rate	Billed Amount
0	0.67	\$0.00
Sub-Total Amount Due:		\$0.00

Total Amount Due This Invoice: \$6,905.00

Proposed Original Contract Fees:

\$40,750.00 ✓

Less Total Contract Amount Invoiced to Date:

-\$40,695.00 ✓

Remaining Fee Amount:

\$55.00 ✓

Project Progress Comments:

- Finalize Plan.
- Present final plan to City.

all work from 4-15-2024 proposal with KCI is now completed.

*9/25/2024
Jennifer Moody
Acct. No. 110-43100-930*

KCI Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90
ARIV1000729	9/25/2024	\$6,905.00	\$6,905.00			

Please remit payment to: KCI Technologies, Inc. PO BOX 791479 Baltimore, MD. 21279-1479

PLEASE REFERENCE INVOICE # ON CHECK



Landscape Services, Inc.
PO Box 200569
Dallas, TX 75320-0569
615-391-3434
payments@lsipros.net

Invoice 176195

PO#

BILL TO:

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

PROPERTY ADDRESS:

Belle Meade, City of
4705 Harding Road

INVOICE DATE 10/01/2024	PLEASE PAY \$6,995.00	DUE UPON CONTRACT TERMS
----------------------------	--------------------------	-------------------------------

DESCRIPTION	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
#62312 - Grounds Maintenance Contract 2024 (3 of 3 extension) October 2024		\$6,995.00	\$0.00	\$6,995.00

INVOICE TOTAL	\$6,995.00
LESS PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$6,995.00

THANK YOU.

Jennifer W. Moody
9/30/2024

Please enter email address if you would rather have your invoices emailed:

Page 1 of 1

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

Invoice

DATE	INVOICE #
10/4/2024	78392

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
110-3913	Net 30		10/4/2024			
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION			7,611.25	7,611.25
1	FR	FREIGHT S.N. WH915016 WH915026			300.00	300.00



Omnigo Software, LLC
Phone 800-814-4843
www.omnigo.com

Invoice: I-OS019935

Invoice Date: 9/25/2024
Due Date: 10/25/2024

FEIN/TIN: 43-1507250

Bill To

BELLE MEADE POLICE DEPARTMENT
4705 Harding Pike
Nashville TN 37205
United States

Ship To

BELLE MEADE POLICE DEPARTMENT
4705 Harding Pike
Nashville TN 37205
United States

Client ID: 1004280		PO #: 110-3922		Quote #: Q-44602	
Product Description	Start Date	End Date	Cost	Qty	Amount
ITI - Records Management (RMS)	10/1/2024	3/31/2025	\$1,037.41	4	\$4,149.64
ITI - Computer Aided Dispatch Workstations	10/1/2024	3/31/2025	\$5,311.53	0.5	\$2,655.77
ITI NIBRS - Tennessee	10/1/2024	3/31/2025	\$1,292.73	0.5	\$646.37
ITI RMS - Summons Import for Handheld Ticketwriter	10/1/2024	3/31/2025	\$1,406.00	0.5	\$703.00
ITI - Asset / Fleet Management	10/1/2024	3/31/2025	\$890.46	0.5	\$445.23
Omnigo Eversure: Continuous Training, Consulting, and Support	10/1/2024	3/31/2025	\$0.00	0.5	\$0.00

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:

Accounts Receivable
800-814-4843 Ext. 304
AR@omnigo.com

Please reference invoice # I-OS019935 on your payment.
Thank you for your business.

Subtotal	USD \$8,600.01
* Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$8,600.01
Payment Rcvd.	\$0.00
Total Due \$	USD \$8,600.01

Remit To:

Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

ACH/Wire Bank Information:
JP Morgan Chase Bank
7100 S 76th Street Franklin, WI 53132
Phone: 414-529-6201
Routing Number: 075000019
Account Number: 724099684
Swift Code (BIC): CHASUS33

*If you are charged sales tax but should be exempt, please forward your valid exemption certificate to ar@omnigo.com



City of Belle Meade
Leigh Mills
4705 Harding Pike
Nashville, TN 37205

Date: 9/26/24
Page: 1
Customer ID: 21605
Invoice #: 391091

PLEASE DETACH AND RETURN THIS PORTION OF STATEMENT WITH REMITTANCE

For Professional Services Rendered

Audit of June 30, 2024 financial statements - fieldwork in progress	7,500.00
Technology & Administration Fee	150.00
Balance Due	<u>\$ 7,650.00</u>

***Invoices are due upon receipt ***

Make checks payable to KraftCPAs PLLC
To pay online, go to [Pay Here](#)



NASHVILLE	-	Billings	615-921-6002
COLUMBIA	-	Tracy	931-388-3711
LEBANON	-	Kim	615-449-2334
CHATTANOOGA	-	Sue	423-362-7857

KraftCPAs PLLC - Certified Public Accountants and Consultants

555 Great Circle Rd.
Nashville, TN 37228

105 Bay Court
Lebanon, TN 37087

6136 Shallowford Rd., Ste 101
Chattanooga, TN 37421

610 North Garden St., Ste. 200
Columbia, TN 38401



Franklin Disposal
P.O.Box 681627
Franklin, Tennessee 37068
United States
franklindisposal@gmail.com

Billing Address

Attn:City Of Belle Meade
City Of Belle Meade
4705 Harding Rd Belle Meade, TN 37205
✉ lmills@citybellemeadetn.org

Shipping Address:

Attn:City Of Belle Meade
4705 Harding Rd
Belle Meade, TN 37205
✉ lmills@citybellemeadetn.org

Invoice: chz122712
Date: 09/15/2024
Due Date: 09/25/2024

Product/Services	Qty	Unit Rate	Amount
2 - Garbage service October 2024	1	\$33,417.20	\$33,417.20
		Subtotal	\$33,417.20
		Tax 0.00%	\$0.00
		Total	\$33,417.20
		Payment	\$0.00
		Balance	\$33,417.20

Payments powered by Chargezoom
[Terms of Service](#) | [Privacy Policy](#)



Landscape Services, Inc.
PO Box 200569
Dallas, TX 75320-0569
615-391-3434
payments@lsipros.net
www.LSIpros.com

Invoice 176670

PO#

BILL TO:

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

PROPERTY ADDRESS:

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

INVOICE DATE 10/10/2024	PLEASE PAY \$9,600.00	DUE UPON CONTRACT TERMS
----------------------------	--------------------------	----------------------------

DESCRIPTION	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
#69571 - Fall Pine Straw 2024				

LSI will perform the following

- Install a total of 1,000 bales of pinestraw mulch to touch up designated bedspaces

INVOICE TOTAL	\$9,600.00
LESS PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$9,600.00

THANK YOU.

Please enter email address if you would rather have your invoices emailed:

Clean Earth Collections LLC

P O Box 217
Pegram, TN 37143

cleaneearthcollections.com

(615) 788-3350

cleaneearthcollections@gmail.com

Invoice

Date	Invoice #
10/1/2024	3839

Bill To

City of Belle Meade
Attn: Nathan McVay
4705 Harding Rd
Nashville, TN 37205

Ship To

P.O. Number	Terms	Job Location	Due Date
	Net 15		10/16/2024

Date	Description	Amount
10/1/2024	October 2024 Chipper Service	15,700.00

Thank you for your business. Please call me at (615) 714-2177 with any questions. Thanks, Jonathan

Total

\$15,700.00

To pay by credit card visit our website cleanearthcollections.com



LDA Engineering
110 Tyson Blvd Suite 200
Alcoa, TN 37701
Phone (865) 573-7672 * Fax (865) 573-1352

October 10, 2024

Invoice No: BMD401 - 1

City of Belle Meade
 4705 Harding Pike
 Nashville, TN 37205

Professional Services from September 01, 2024 to September 30, 2024 - Asset Management Plan

Phase 01 Conduct Asset Inventory Assessment

Fee

Billing Phase	Percent Fee Complete	Earned	Previous Fee Billing	Current Fee Billing
	35,250.00	6.00	2,115.00	0.00
Total Fee	35,250.00		2,115.00	0.00
	Total Fee			2,115.00
		Total this Phase		\$2,115.00

Phase 03 Perform Data Collection

Fee

Billing Phase	Percent Fee Complete	Earned	Previous Fee Billing	Current Fee Billing
	503,500.00	2.00	10,070.00	0.00
Total Fee	503,500.00		10,070.00	0.00
	Total Fee			10,070.00
		Total this Phase		\$10,070.00

Total this Invoice \$12,185.00

Billings to Date

	Current	Prior	Total
Fee	12,185.00	0.00	12,185.00
Totals	12,185.00	0.00	12,185.00

Taylor Hagood
 Principal and Client Service Lead



Landscape Services, Inc.
PO Box 200569
Dallas, TX 75320-0569
615-391-3434
payments@lsipros.net

Invoice 176417

PO# 110-3925

Justin Meade
10/02/2024
ack 110-44730-260

BILL TO:

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

PROPERTY ADDRESS:

Belle Meade, City of
4705 Harding Road

INVOICE DATE
09/30/2024

PLEASE PAY
\$9,079.54

DUE UPON
CONTRACT
TERMS

DESCRIPTION	UNIT PRICE	EXT PRICE	SALES TAX	LINE TOTAL
-------------	------------	-----------	-----------	------------

#70351 - Irrigation Repair

Irrigation Repair

City Hall Controller:

- Zone 1 - Replaced broken Rain Bird 1800 spray head.
- Zone 3 - Replaced (2) broken irrigation spray nozzles. Replaced broken Rain Bird 1800 spray head.
- Zone 5 - Tracked irrigation valve and repaired malfunction.
- Zone 6 - Zone too large. Eliminated unnecessary irrigation heads to provide more pressure to needed heads.
- Zone 8 - Replaced (2) broken irrigation spray nozzles. Raise irrigation spray head for proper coverage.
- Zone 9 - Repaired irrigation lateral line break.

Island #1 Controller:

- Zone 2 - Replaced broken Rain Bird 5004 irrigation rotor.
- Zone 4 - Replaced (4) broken Rain Bird 5004 irrigation rotors.

Island #7 Controller:

Approved at _____
Board of Commissioners Meeting

DATE PAID _____

CHECK# _____

ACCT# _____

BY _____

- Zone 1 - Repaired irrigation lateral line break. Replaced (3) broken Rain Bird 5004 irrigation rotors.
- Zone 2 - Repaired irrigation lateral line break. Replaced broken Rain Bird 5004 irrigation rotor.
- Zone 3 - Replaced broken Rain Bird 5004 irrigation rotor.
- Zone 4 - Tracked irrigation valve and replaced irrigation solenoid.
- Zone 5 - Replaced (2) broken Rain Bird 5004 irrigation rotors.
- Zone 6, 7 , and 8 - Repaired damaged irrigation multi strand wire.

Island #26 Controller:

- Zone 1 - Replaced broken irrigation spray nozzle. Repaired irrigation lateral line break.
- Zone 3 - Replaced broken Rain Bird 5004 irrigation rotor. Repaired irrigation lateral line break.
- Zone 4 - Replaced (5) broken Rain Bird 5004 irrigation rotors. Raised (2) irrigation rotors for proper coverage.
- Zone 5 - Repaired irrigation lateral line break.
- Zone 6 - Replaced (2) broken Rain Bird 5004 irrigation rotors.

Island #31 Controller:

- Zone 2 - Troubleshoot irrigation and repair malfunction causing low pressure.
- Zone 3 - Replaced broken irrigation spray nozzle. Raised (2) irrigation spray heads for proper coverage.
- Zone 5 - Replaced (6) broken Rain Bird 5004 irrigation rotors. Raised (2) irrigation rotors for proper coverage.
- Zone 6 - Replaced (2) broken Rain Bird 5004 irrigation rotors. Repaired irrigation lateral line break.
- Zone 7 - Replaced (5) broken Rain Bird 5004 irrigation rotors.
- Zone 10 - Replaced (9) broken Rain Bird 5004 irrigation rotors. Repaired irrigation lateral line break.

Island #32 Controller:

- Zone 1 - Troubleshoot low pressure on irrigation zone.
- Zone 3 - Tracked and repaired irrigation valve malfunction causing zone to not function from controller.
- Zone 4 - Tracked and repaired irrigation valve malfunction causing zone to not function from

controller.

- Zone 5 - Replaced broken irrigation spray nozzle.

Island #36 Controller:

- Zone 2 - Replaced (2) broken Rain Bird 1800 spray head.
- Zone 3 - Replaced broken irrigation spray nozzle.
- Zone 4 - Replaced broken Rain Bird 1800 pray head.
- Zone 5 - Replaced (4) broken Rain Bird 5004 irrigation rotors.
- Zone 6 - Replaced (3) broken Rain Bird 5004 irrigation rotors.
- Zone 7 - Replaced (3) broken Rain Bird 5004 irrigation rotors.
- Zone 8 - Tracked and repaired irrigation valve malfunction.
- Zone 9 - Replaced broken Rain Bird 5004 irrigation rotor.
- Zone 10 - Replaced (3) broken Rain Bird 5004 irrigation rotors. Repair irrigation lateral line break.

Hours: 59

Material: \$3,321.54

Total: \$9,079.54

INVOICE TOTAL	\$9,079.54
LESS PAYMENTS/CREDITS	\$0.00
BALANCE DUE	\$9,079.54

THANK YOU.

Please enter email address if you would rather have your invoices emailed:

Page 3 of 3

MILLER & MARTIN PLLC

Attorneys at Law

Tax ID Number: 62-0449014
Telephone (423) 756-6600
Facsimile (423) 785-8480

ATLANTA, GA
CHARLOTTE, NC
CHATTANOOGA, TN
NASHVILLE, TN

Remittance Address:
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402-2289

October 2, 2024
29711.0001 DB
Invoice: 802952

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

Re: General

For legal services rendered through September 30, 2024:

Total Services	\$5,000.00
Total Expenses	\$0.00
Total This Invoice	\$5,000.00

Previous Balance as of October 2, 2024, \$0.00
Please Disregard if Payment Has Been Made

TOTAL BALANCE DUE INCLUDING THIS INVOICE \$5,000.00

Please return this page with payment.

Wascon Inc.

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

Invoice

DATE	INVOICE #
10/4/2024	78392

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
110-3913	Net 30		10/4/2024			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MTL	36 X 60 E/ONE FIBERGLASS DUPLEX STATION	7,389.56	7,389.56
1	FR	FREIGHT S.N. WH915016 WH915026	300.00	300.00
			Total	\$7,689.56

Revised Invoice



CITY OF BELLE MEADE

Memo

To: Belle Meade Commissioners
From: Jennifer Moody, City Manager
Date: October 16, 2024
Re: Janitorial Services Contract

Background

The City of Belle Meade solicited bids for janitorial services in 2022 and six contractors submitted bids. The contract was awarded to the low bidder, Chano and Sons, Inc., for the monthly price of \$1,749.00. The company has provided satisfactory service during the initial two-year contract term and, at this time, the Board is requested to consider approval of an additional one-year extension of the contract term.

The contract allows for up to two one-year extensions at the mutual agreement of both parties and Kelly Cantrell, Chano and Sons, Inc., has confirmed their agreement to continue the contract with no other changes than to extend the term by one-year.

In addition to the regular office cleaning, the contract allows for annual carpet cleaning (\$0.45 per SF) and window cleaning (\$2,000 lump sum) at the City's request. Total annual expenditures are not anticipated to exceed \$25,000.

Recommendation

The Board is recommended to approve a one-year extension of an Agreement, totaling \$20,988, for janitorial services provided by Chano and Sons, Inc. (CSI).

Fiscal Impact

The full contract is budgeted and available from a total budget of \$30,044 under Administration - Repair and Maintenance of Buildings (General Fund acct. 110-4100-266). This account also supports the purchase of carpet and window cleaning, paper products and cleaning supplies, pest control services, and other plumbing, electrical or hardware as may be necessary for city facilities.

Attachment s

Bid Tabulation 2022
2022-2024 Contract

CITY OF BELLE MEADE - BID TABULATION
BID OPENING - TUESDAY JULY 19, 2022 10:00 AM CST
2022-2024 JANITORIAL SERVICES

Bidder Name	BASE BID Per Month	PRICE SQ. FT. Carpet Cleaning	PRICE SQ. FT. Hard Surfaces	LUMP SUM Windows	Qualifications Form Y/N	Proof of Insurance Y/N	Certification Iran Divestment Y/N
CHANO & SONS, INC.	1,749.00	.45 CENTS	.65 CENTS	2,000.00	Y	Y	Y
PRO IMAGE	1,903.24	.10 CENTS	.38 CENTS	1,050.00	Y	Y	Y
OFFICE PRIDE OF FRANKLIN	2,040.00	.20 CENTS	.50 CENTS	1,025.00	Y	Y	Y
JAN - PRO	2,379.00	.25 CENTS	.55 CENTS	10.00 PER WINDOW	Y	Y	Y
SPLENDID CLEANING	2,400.00	.30 CENTS	.30 CENTS	3,500.00	Y	Y	Y
IMPERIAL CLEANING SYSTEMS	2,580.00	.29 CENTS	.40 CENTS	NO BID	Y	Y	Y

CITY OF BELLE MEADE
JANITORIAL SERVICES CONTRACT 2022-2024

THIS CONTRACT entered into this 3rd day of AUGUST, 2022, by and between The City of Belle Meade, a municipal corporation, hereinafter called the "City" and Chano & Sons, Inc., of Fayetteville, TN, hereinafter called the "Contractor",

WITNESSETH

In consideration of the mutual promises of the parties hereto, they do AGREE as follows:

ARTICLE I – Scope of this Contract

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services necessary to perform all work required for cleaning services for the Belle Meade City Hall building, 4705 Harding Road, Nashville, Tennessee, 37205, in accordance with specifications attached, and in strict accordance with the terms and provisions of this Contract.

The work shall be commenced on October 1, 2022, and shall be completed on September 30, 2024, unless extended or terminated sooner in accordance with the terms of this Contract.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

Contract time may be extended for two (2) twelve (12) month periods subject to agreement by City and Contractor.

ARTICLE II – Changes

1. The City may, by written order, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
2. Except as otherwise provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE III – Payment

As consideration for performing all work and services set forth in this Contract, the City agrees to pay the Contractor in accordance with the monthly Base Price of: (price in words and dollar amount), as set forth in the Contract Bid Form. Payment will be made each month upon receipt of statement for the period in which services have been performed.

ARTICLE IV – Final Payment

Upon completion of the work under this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment the City is to be released from all liability whatever growing out of the Contract.

ARTICLE V – Insurance and Bonds:

The Contractor shall at all time during the Contract maintain in full force and effect, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including Contractual Liability Coverage for the provisions of ARTICLE XIII (Indemnification by Contractor). All insurance shall be by insurers and for policy limits as stated below. Before commencement of work, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder”.

All policies shall name the City of Belle Meade as additional insured.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workmen's Compensation	Statutory limits for the State of Tennessee
Employer's Liability*	\$1,000,000 each occurrence
Bodily Injury Liability* Except Automobile	\$100,000 each occurrence
Property Damage Liability* Except Automobile	\$1,000,000 each occurrence single limit

*All Liability - \$2,000,000 annual aggregate

All of the Contractor's employees shall be bonded. Copies of bond shall be furnished to the City.

ARTICLE VI – Permits and Licenses

The Contractor shall obtain, at his expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

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ARTICLE VII – Work and Services Performed

1. The Contractor shall maintain a continuous inventory of materials and supplies required to provide cleaning services specified herein.
2. The Contractor shall furnish all labor, tools, equipment, supplies, and services (except maintenance service for the building or building equipment and supplies as specified to be furnished by the City) and perform all work and services necessary to clean to the City's satisfaction office space, lobbies, work rooms, conference room, multi-purpose/public meeting room, kitchen, corridors, supply rooms, store rooms, restrooms, janitor and utility closets, vertical file cabinets, book stacks and shelves, furniture, light fixtures, exterior entrance porches, steps and walks, and other services as required in accordance with the terms of these specifications. "Cleaning" includes but is not limited to mopping, sweeping, vacuuming, polishing, dusting, disinfecting, and emptying trash receptacles.
3. All paper products (hand towels, toilet tissue) and hand soap will be supplied by the City. All other equipment, materials, and supplies will be supplied by the Contractor, unless otherwise specified by the City.

ARTICLE VIII – Specified Service Levels

In instances where specified frequencies are less than nightly, the Contractor shall submit a schedule to the City stating precisely when affected services will be provided. Service schedules for such activities shall be established. Changes in schedules for services rendered on a less-than-nightly frequency shall be submitted ten (10) days in advance and approved by the City prior to any modification in service schedules taking place.

ARTICLE IX – Material and Supplies

All materials and supplies (except items furnished by the City) required under these specifications shall be procured and paid for by the Contractor and shall be of quality, pattern, and size adequate and appropriate for their intended use.

All supplies and equipment will be stored by the Contractor in a neat and orderly manner in the janitor's closet, which is to be kept as clean as any other portion of the building.

ARTICLE X – Cleaning Equipment (Machines)

It shall be required that the cleaning equipment (machines) to be used by the Contractor in performing the services set forth in these specifications pass the minimum safety requirements of the Tennessee Occupational Safety and Health Act. The equipment shall be subject to inspection at any time during the effective dates of the Contract.

ARTICLE XI – Supervision by the Contractor

The Contractor shall provide its personal supervision to the work or have a competent foreman or superintendent satisfactory to the City on the work at all times during the progress of the work with authority to act for it.

2022-2024 City of Belle Meade Janitorial Services Contract

ARTICLE XII – Inspections and Liquidated Damages

All workmanship and services shall be subject to inspection, examination, and test by the City at any and all times during the term of this Contract. The City shall have the right to reject defective workmanship and services and to require their correction. Rejected workmanship and/or services shall be satisfactorily corrected without charge to the City. If the Contractor fails to correct such defective workmanship or services, the City may proceed with such corrective work and all direct costs occasioned in the performance of such corrective work shall be withheld and deducted from any payments due the Contractor.

ARTICLE XIII – Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damage, charges and costs (including its officers, agents and employees, court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract.

ARTICLE XIV – Subcontracting and Assignment

Contractors shall not enter into any subcontracts, leases, agreements, or assignment pertaining to this Contract or any interest or right herein, either voluntarily or by operation of law, without prior written approval of the City.

ARTICLE XV – Contractor's Personnel

1. The City may at its option require fingerprinting and/or background checks and reserves the right of prior approval of employment of any person by the Contractor whose services will enter into performance of this Contract.
2. Contractor's employees shall be required to wear clean, appropriate clothing. Uniforms are encouraged. Appropriate protective clothing or equipment is the Contractor's responsibility.
3. The Contractor agrees to dismiss any employee of the Contractor who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his duties.
4. Contractor's employees shall not disturb papers on desks, open desk drawers or cabinets, use telephones or office equipment.
5. Contractor shall require his employees to comply with instructions pertaining to conduct and conditions of the Contract.
6. Contractor and his employees will observe all building policies, regulations, schedules, and rules as set out and required by the City.

7. Contractor's employees will enter the building via the Police entrance and "check in" on arrival and on departure with the dispatcher of the Belle Meade Police Department. They will be given a door fob and keys for use while they are working, and should return fob and keys to the dispatcher when leaving. If fob/keys are lost, the Contractor will be billed for replacements or "re-keying" appropriate locks.

ARTICLE XVI – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and all other matters which can in any way affect the work under this Contract.

ARTICLE XVII – Work Schedule

1. The normal work schedule for administrative functions of the City is from 8 a.m. to 4:00 p.m., Monday through Friday. These hours shall be excluded from the cleaning service schedule except for those holidays noted in specifications during which the buildings are not in use.
2. The Conference Room and Multi-Purpose/Public Meeting Room are occasionally utilized during evening hours, specifically on the third Tuesday and Wednesday of every month and during Early Voting. However, these two rooms may be used other evenings also. The City will provide advance notification of evening use of the meeting rooms.
3. The Police Department is open and in use twenty-four hours a day, seven days a week.

ARTICLE XIX – Legal Provisions

1. Contractor shall perform the work as an Independent Contractor, and all persons employed by Contractor in connection herewith will be employees of Contractor, and not employees of the City in any respect.
2. No oral statement shall in any way modify or otherwise affect the terms and conditions set forth herein and no charge shall be made for any extra work, changes, or material unless same has been ordered in writing by City's Representative in Charge, or Supervisor.

ARTICLE XX – Performance of the Work

1. All materials and workmanship shall be first class in every respect. All work shall be subject to general supervision and satisfaction of City's Representative who may exercise such control of the work as is required to safeguard the interests of the City.
2. Safeguards – Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury. Contractor shall safeguard City's property and other property from damage. Contractor shall take all precautions required by applicable regulations of the State

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Department of Industrial Relations and OSHA. City may require Contractor to install safeguards and observe safety precautions in addition to those in use or proposed by Contractor. Neither the giving of such special instructions by City nor the adherence thereto by Contractor shall relieve Contractor of any of his responsibility to maintain safe and efficient working conditions.

ARTICLE XXI – Termination

The Contract may be terminated by either party upon thirty (30) days' notice in writing by one party to the other party, such notice specifying the date said Contract shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and date first above written in two counterparts each of which shall without proof or accounting for the other counterpart, be deemed an original Contract.

SIGNED, this 3rd day of AUGUST, 2022.

CHANO & SONS, INC

CITY OF BELLE MEADE

BY: 
Business Representative Signature

BY: 
City Representative Signature

Print Name:

Print Name:

Kelly Cantrell

Rusty L. Moore

Title: Managing Partner

Title: Mayor

ORDINANCE 2024-15

AN ORDINANCE TO AMEND TITLE NINE, CHAPTER 1 OF THE BELLE MEADE MUNICIPAL CODE TO ADD TIME RESTRICTIONS UPON LICENSED PEDDLERS, SOLICITORS, AND SALESPERSONS AND TO AUTHORIZE THE CREATION OF A “DO NOT SOLICIT” LIST.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BELLE MEADE that Chapter One of Title Nine of the Belle Meade Municipal Code, relative to restrictions on Peddlers and Solicitors is hereby amended as follows:

SECTION 1. There shall be added new Sections 9-106 and 9-107, which shall read as follows:

9-106. Time Restrictions on Licensees. No person licensed under this ordinance shall (1) conduct any activities other than between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday of each week.

9-107. Do Not Solicit List. The city recorder shall maintain a do-not-solicit list.

(1) Any property owner or tenant, if the property is leased, may elect to add or remove his or her residence to or from the list, at any time: by calling or visiting the city recorder's offices; directing an email request to the city through a link to be maintained on the city's website for that purpose.

(2) The do-not-solicit list shall be updated as follows: (a) Every person who elects to add his or her residence to the do-not-solicit list shall be required to re-register such residence every five (5) years. Any residence that is not re-registered in accordance with this section shall be removed from the do-not-solicit list; (b) On a periodic basis, the city recorder shall compare the do-not-solicit list to the property tax database to identify which residences on the do-not-solicit list have been transferred or sold since being registered. The city recorder shall remove any such residence; (c) The city recorder shall provide a copy of the do-not-solicit list to each person issued a license pursuant to this section.

(3) In addition, any person may obtain a copy of the do-not-solicit list by:

- (a) Visiting the city recorder's offices during normal business hours;
- (b) Accessing a copy from the city's website.

(4) No person licensed under this ordinance shall enter onto the property of any residence listed on the do-not-solicit list for engaging in any of the activities for which this license is required.

SECTION 2. Current sections 9-106 and 9-107 and any subsequent sections of this ordinance shall be renumbered accordingly

SECTION 3. This ordinance shall become effective fifteen days after its passage, the health, safety, and welfare of the citizens of Belle Meade requiring it.

Passed on First Reading:

Passed on Second Reading:

Rusty Moore, Mayor

Rusty Terry, City Recorder